



City of Madison

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

Legislation Details (With Text)

File #: 60238 **Version:** 1 **Name:** Awarding Public Works Contract No. 8882, Olbrich Roof Replacements.
Type: Resolution **Status:** Passed
File created: 4/14/2020 **In control:** Engineering Division
On agenda: 5/5/2020 **Final action:** 5/5/2020
Enactment date: 5/12/2020 **Enactment #:** RES-20-00343
Title: Awarding Public Works Contract No. 8882, Olbrich Roof Replacements. (6th AD)
Sponsors: BOARD OF PUBLIC WORKS
Indexes:
Code sections:
Attachments: 1. 8882.pdf, 2. Contract 8882.pdf

Date	Ver.	Action By	Action	Result
5/5/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/22/2020	1	BOARD OF PUBLIC WORKS		
4/14/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for Olbrich Roof Replacements to Maly Roofing Company, Inc. at a total cost of \$63,940, including contingency. Funding is available in the Engineering 2020 Adopted Capital Budget project Olbrich Cottage & Shelter Roof Replacement (Munis 12881-401-200).

Awarding Public Works Contract No. 8882, Olbrich Roof Replacements. (6th AD)

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

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

See attached document (Contract No. 8882) for itemization of bids.

Digitally signed by enssd
DN: cn=enssd,
email=sdannerrivers@city
ofmadison.com
Date: 2020.05.15 11:20:27
-05'00'

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8882
OLBRICH ROOF REPLACEMENTS

MALY ROOFING COMPANY, INC.

\$59,200.00

Acct. No. 12881-401-200: 54210 (91473)
Contingency 8%±
Sub-Total

\$59,200.00
4,740.00

GRAND TOTAL

\$63,940.00

Jurisdiction: Wisconsin

Demographics

Company Name: United Fire & Casualty Company
 SBS Company Number: 54219459
 Domicile Type: Foreign
 NAIC Group Number: 248 - UNITED FIRE & CAS GRP
 Merger Flag: No

NAIC CoCode: 13021
 State of Domicile: Iowa
 Organization Type: Stock

Short Name:
 FEIN: 42-0644327
 Country of Domicile: United States
 Date of Incorporation: 01/02/1946

Address

Business Address
 118 SECOND AVE SE
 CEDAR RAPIDS, IA 52401
 United States

Mailing Address
 PO BOX 73909
 CEDAR RAPIDS, IA 52407
 United States

Statutory Home Office Address
 118 SECOND AVE SE
 CEDAR RAPIDS, IA 52401
 United States

Main Administrative Office Address
 118 SECOND AVE SE
 CEDAR RAPIDS, IA 52401
 United States

Phone, Email, Website

Phone

Type	Number
Business Primary Phone	(319) 399-5700
Fax Phone	(888) 726-9737

Email

Type	E-mail
Email	helpdesk@unitedfiregroup.com

Website

No results found.

Company Type

Company Type: Property and Casualty
 Status: Active
 Effective Date: 06/18/1956
 Issue Date: 06/18/1956
 Articles of Incorporation Received: No

Status Reason:
 Legacy State ID: 111525
 Approval Date:
 Article No:

Status Date: 06/18/1956
 Expiration Date:
 File Date:
 COA Number:

Appointments

Show 10 entries

Showing 1 to 4 of 2070 entries

Search: eas

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Property	09/21/1998	01/16/2020	03/15/2021
KEVIN MEASE	6848249	6848249	Intermediary (Agent) Individual	Property	07/13/2006	01/16/2020	03/15/2021
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Casualty	09/21/1998	01/16/2020	03/15/2021
KEVIN MEASE	6848249	6848249	Intermediary (Agent) Individual	Casualty	07/13/2006	01/16/2020	03/15/2021

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	06/18/1956
Automobile	Automobile	06/18/1956
Fidelity Insurance	Fidelity Insurance	06/18/1956
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	06/18/1956
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	06/18/1956
Miscellaneous	Miscellaneous	06/18/1956
Surety Insurance	Surety Insurance	06/18/1956
Workers Compensation Insurance	Workers Compensation Insurance	06/18/1956

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
	United Fire & Casualty Company	

\$59,200.00
FILE COPY

BID OF MALY ROOFING COMPANY, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OLBRICH ROOF REPLACEMENTS

CONTRACT NO. 8882

PROJECT NO. 12881

MUNIS NO. 12881-401-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 5, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**OLBRICH ROOF REPLACEMENTS
CONTRACT NO. 8882**

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EXHIBITS FOR BIDDING PURPOSES:

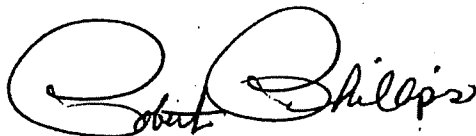
- Exhibit A – Olbrich Cottage Elevations Dated January 14, 2020
- Exhibit B – Olbrich Shelter Elevations Dated January 14, 2020
- Exhibit C – Specifications Dated January 14, 2020
- Exhibit D – Addendum 01 Dated March 20, 2020

EXHIBITS FOR BIDDING REFERENCE:

- REF DOC 1 – Lands for Work Site Plans

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

**SECTION A: RFB: 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:	OLBRICH ROOF REPLACEMENTS
CONTRACT NO.:	8882
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY APRIL 2, 2020
BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS	THURSDAY APRIL 2, 2020
BID SUBMISSION (2:00 P.M.)	THURSDAY APRIL 9, 2020
BID OPEN (2:30 P.M.)	THURSDAY APRIL 9, 2020
PUBLISHED IN WSJ	MARCH 19, 26 AND APRIL 2

OPTIONAL PRE BID BUILDING /SITE TOURS:

All contractors are invited to review the immediate project areas on their own time. Contractors should park in Olbrich Botanical Gardens parking lot on far west side. From this central point, contractors can walk to both project sites located at 201 Garrison Street and 3267 Garver Green.

Contractors with questions and concerns regarding the bidding documents shall contact the Project Manager by e-mail so we may properly log, track, and respond to all issues. Please reference Olbrich #8882 in the subject line of the email.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, the City Project Manager (CPM) 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 the CPM. Responses that change the contract scope and/or schedule will be published by the CPM 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 Olbrich #8882.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.**

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 by 2:00 P.M. **Bids received after 2:00 P.M. will not be opened.**

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will

be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- | | |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover | |

Street, Utility and Site Construction

- | | |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction |
| 215 <input type="checkbox"/> Concrete Paving | 276 <input type="checkbox"/> Sawcutting |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 222 <input type="checkbox"/> Concrete Removal | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 225 <input type="checkbox"/> Dredging | 295 <input type="checkbox"/> Soil Borings |
| 230 <input type="checkbox"/> Fencing | 300 <input type="checkbox"/> Soil Nailing |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 <input type="checkbox"/> Grading and Earthwork | 310 <input type="checkbox"/> Street Construction |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk | 315 <input type="checkbox"/> Street Lighting |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 320 <input type="checkbox"/> Traffic Signals |
| 246 <input type="checkbox"/> Ecological Restoration | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 332 <input type="checkbox"/> Tree pruning/removal |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 333 <input type="checkbox"/> Tree, pesticide treatment of |
| 252 <input type="checkbox"/> Pavement Marking | 335 <input type="checkbox"/> Trucking |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 399 <input type="checkbox"/> Other _____ |
| 262 <input type="checkbox"/> Playground Installer | |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals |
| 402 <input type="checkbox"/> Building Automation Systems | 440 <input type="checkbox"/> Painting and Wallcovering |
| 403 <input type="checkbox"/> Concrete | 445 <input type="checkbox"/> Plumbing |
| 404 <input type="checkbox"/> Doors and Windows | 450 <input type="checkbox"/> Pump Repair |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 455 <input type="checkbox"/> Pump Systems |
| 410 <input type="checkbox"/> Elevator - Lifts | 460 X <input type="checkbox"/> Roofing and Moisture Protection |
| 412 <input type="checkbox"/> Fire Suppression | 464 <input type="checkbox"/> Tower Crane Operator |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 X <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry/Tuck pointing | |

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE SECTION NOT APPLICABLE FOR PROJECTS UNDER \$100,000

SECTION D: SPECIAL PROVISIONS

OLBRICH ROOF REPLACEMENTS

CONTRACT NO. 8882

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, May 7, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 6, 2020**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 104 SCOPE OF WORK

This contract is for roof replacement at the Olbrich Cottage located at 3267 Garver Green and the roof replacement at the Olbrich Park Shelter at 201 Garrison Street.

The work at the Cottage includes, but is not limited to, removing the existing roof system, installing a new roof and related flashings, repointing the existing false chimney, and painting the eaves and hood structures.

The work at the Shelter includes, but is not limited to, removing the existing roof system, repointing the existing chimney, and installing new roof and related flashings.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

SECTION 104.1 LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented in the drawings and generally include the area to the east of the Olbrich Cottage building and to the south of the Olbrich Shelter. All use of the City Lands for Work – by the Contractor - shall be reviewed and approved by the City's Project Manager. Please reference REF DOC 1 Lands for Work, Site Plans.

No tobacco product use is allowed on the Lands for Work, Olbrich Park, or the Garver Feed Mill site.

Cottage Building

The Cottage building is adjacent to the Garver Feed Mill building which is an active commercial building with commercial tenants and visitors. Olbrich staff currently uses the Cottage building for administrative offices and will be occupying this building during the construction of this Work.

The Contractor for this Work must coordinate with Olbrich staff and the Garver owner to assist in access for all parties. The Contractor for this Work must also coordinate the work so as not to interfere with staff, visitors, and tenants.

Vehicles making deliveries related to the project may be parked near the building for the brief duration of the delivery only. The drive aisle immediately adjacent to the Cottage is a fire lane. All vehicles shall be parked in the north western corner of the Olbrich Botanical Gardens parking lot and workers should walk to the project site.

Material storage, dumpster, and toilet shall be located to the east of the Olbrich Cottage building.

Shelter Building

The Shelter building is part of Olbrich Park and is adjacent to a residential neighborhood. The Shelter will be closed to the public during the construction of this Work. The Contractor for this Work must coordinate the work so as not to interfere with residents.

Vehicles shall use adjacent on street parking or utilize the north western corner of the Olbrich Botanical Gardens parking lot.

Material storage, dumpster, and toilet shall be located to the south of the Olbrich Shelter building.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2020 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits listed below.
- All Addenda to the bidding documents.

EXHIBITS FOR BIDDING PURPOSES:

Exhibit A – Olbrich Cottage Elevations Dated January 14, 2020

Exhibit B – Olbrich Shelter Elevations Dated January 14, 2020

Exhibit C – Specifications Dated January 14, 2020

Exhibit D – Addendum 01 Dated March 20, 2020

EXHIBITS FOR BIDDING REFERENCE:

REF DOC 1 – Lands for Work Site Plans

SECTION 105.5 INSPECTION OF WORK

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

All Contractors shall be familiar with Specification 01 45 16 – Field Quality Control Procedures regarding City of Madison policies and procedures for Quality Assurance and Quality Control.

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 (CPM) of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the CPM in writing and request clarification on how to proceed. See Specification 01 26 13 – Request for Information (RFI).

SECTION 105.7 CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, and addenda for the General Contractor and all Sub-contractors. The Contractor shall keep one copy of all drawings and Specifications on the project site, in good order, available to the Project Designers and all City representatives.

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

As indicated in section 104.1 LANDS FOR WORK, the Contractor for this Work must coordinate with Olbrich staff and the Garver owner to assist in access for all parties.

Any Work outside the specified Lands for Work will need to be coordinated with the CPM for City of Madison Engineering.

- Provide an anticipated work schedule including number of people, type of access, equipment, and duration. Schedule shall be supplied at least five (5) working days prior to the date access will be required.
- All tools, equipment, and materials shall be mobile and shall be moved back to the Lands for Work at the end of each work day.
- The Lands for Work shall be cleaned of dust and debris at the end of each work day.
- Minimize dust and debris from entering adjacent spaces.

All excessive noisy activities will need to be coordinated and scheduled with the CPM for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. in such a manner as to unreasonably interfere with the peace, comfort and quality of life if the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

Construction operations shall be limited to the hours between 7:30 A.M. and 6:00 P.M., Mondays through Fridays, except for holidays. A request must be made to the owner fort-eight hours in advance for approval of work days or hours other than those stated above.

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

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work according to Specification 01 76 00 – PROTECTING INSTALLED CONSTRUCTION.

SECTION 108.2 PERMITS AND LICENSING

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

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

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about May 12, 2020.

Once work commences, the Contractor must complete the work within 45 calendar days. Work schedule plan must be reviewed with CPM before commencement of the work.

The Contractor shall review Specifications 01 29 76 Progress Payment Procedures and 01 77 00 Closeout Procedures and be completely familiar with the progress payment milestones and definitions related to construction closeout and contract closeout.

The Contractor shall have reached a level of Construction Closeout for all work NO LATER THAN Friday October 30, 2020.

SECTION 109.9 LIQUIDATED DAMAGES

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

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

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

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76- Progress Payment Procedures.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

POINTS OF CONTACT

Contractors with questions and concerns regarding the bidding documents shall contact the Project Manager by e-mail so we may properly log, track, and respond to all issues. Please reference Olbrich #8882 in the subject line of the email.

The City Project Manager for this contract is:

Amy Scanlon, Project Manager
PH: 608-267-0743
Email: ascanlon@cityofmadison.com



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.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

March 20, 2020

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
City of Madison, Engineering Division**

**CONTRACT NO. 8882
OLBRICH ROOF REPLACEMENTS**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Olbrich Roof Replacements, City of Madison, Contract #8882* and is hereby made a part of the contract documents.

This addendum consists of answers to questions asked by interested bidders during the bidding process:

- Question 1: Found discrepancy with the gauge of flashing/metal used in specification.
Page 07 31 00 – 8 Section 3.4 Installation of Flashing (line 25) notes that all metal flashings shall be .040 aluminum sheet.
Page 07 31 00 – 6 Section 2.11 Metal Flashings (line 43) notes that all metal flashing shall be a minimum 24 gauge galvanized sheet metal.
What is the gauge of the metal to be used?
Answer 1: The contractor shall use minimum 24 gauge metal which is .02”.
- Question 2: Is there documentation showing that the lead paint was abated at the Cottage Building?
Answer 2: Records indicate that exterior trim and bead-board soffit materials were replaced during 2002 renovation of the building. It is assumed that there is no lead paint present; however, contractors should be cautious whenever previously painted surfaces are encountered during the work.
- Question 3: When was Cottage roof replaced previously? Does the roof have sheathing?
Answer 3: The roof was most recently replaced in 2002 when the building was renovated. The existing sheathing is 3/4” exterior grade plywood.
- Question 4: How should vehicles gain access to the Cottage site?
Answer 4: Only vehicles delivering materials for the work should drive to the Cottage. The vehicles must be moved once the delivery is made and cannot be parked in the area for any significant duration of time since the area adjacent to the Cottage is a fire lane and is not on City property. Vehicular access for deliveries should be from Fair Oaks and onto Garver Green and then through the Garver Feed Mill property to the Cottage. Contractors shall park at the western portion of the Olbrich Botanical Gardens parking lot as indicated in the Lands for Work site

plan and then walk over the railroad tracks and bike path to the site for daily work at the Cottage.

Question 5: Would it be possible to park a small dump truck behind the Cottage during roof tear off instead of a dumpster?

Answer 5: Please refer to REF DOC 1: Lands for Work site plan for the approved area available for locating a dumpster or small dump truck.

Question 6: Is fencing necessary for this project?

Answer 6: Fencing is noted on Page 01 76 00-2 Section 2.1 Fencing Materials and Barricades. The Contractor is responsible for providing a safe work site for workers and members of the public and for protecting the work site from damage or trespass during the work. A contractor may find that providing a barrier is their preferred method for maintaining a safe work site and protecting the work site from damage or trespass.

Acknowledge this addendum in Section E on page E-1: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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:

City of Madison

Amy Scanlon, Project Manager

PH: 608-267-0743

Email: ascanlon@cityofmadison.com

Sincerely,

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

SECTION E: BIDDER ACKNOWLEDGEMENT

OLBRICH ROOF REPLACEMENTS
CONTRACT NO. 8287 8882

The Bidder must state a Total Bid for the project. The 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 - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 Maly Roofing Company (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of -; an individual trading as -; of the City of MADISON State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

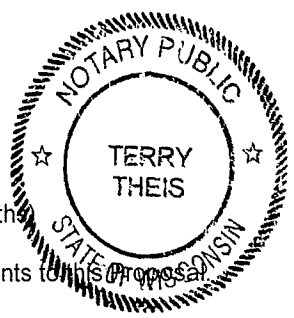
Patricia C. Keener
SIGNATURE

President
TITLE, IF ANY

Sworn and subscribed to before me this 9th day of APRIL, 20 20.

Terry This
(Notary Public or other officer authorized to administer oaths)
My Commission Expires NOV. 8, 2023

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



SECTION F: BEST VALUE CONTRACTING

OLBRICH ROOF REPLACEMENTS CONTRACT NO. ~~8287~~ 8882

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

SECTION B - PROPOSAL PAGE
 OLBRICH ROOF REPLACEMENTS
 MUNIS NO. 12881 - CONTRACT NO. ~~8287~~ 8882

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90000	Lump Sum Bid	1.00	Lump Sum	59,200. —

Maly Roofing Company, Inc.
 FIRM NAME

Pam Kerner
 BIDDER'S PRINTED NAME

4/9/2020
 DATE

J. Kerner
 BIDDER'S SIGNATURE

SECTION G: BID BOND

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

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

OLBRICH ROOF REPLACEMENTS CONTRACT NO. 8882

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

Maly Roofing Company, Inc.

Name of Principal

James C. Keener

By

April 9, 2020

Date

Pamela C. Keener, President

Name and Title



SURETY

United Fire & Casualty Company

Name of Surety

Connie Easland

By

April 9, 2020

Date

Connie Easland, 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. 6504657 for the year 2020, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

April 9, 2020

Date

Connie Easland

Agent Signature

2901 W Beltline Highway, Suite 202

Address

Madison, WI 53713

City, State and Zip Code

608-828-0232

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California; (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SUSAN SIMONEAU, CONNIE EASLAND, TIMOTHY A. DRAXLER, MICHAEL ZAHN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 24th day of September, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of September, 2019

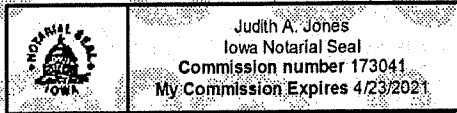


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of September, 2019, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of April, 2019



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045-1-22017

SECTION H: AGREEMENT

THIS AGREEMENT made this 10th day of May in the year Two Thousand and Twenty between MALY ROOFING 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 MAY 5, 2020 and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

OLBRICH ROOF REPLACEMENTS CONTRACT NO. 8882

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 FIFTY-NINE THOUSAND TWO HUNDRED AND NO/100 (\$59,200.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we MALY ROOFING COMPANY, INC. as principal, and United Fire & Casualty Company Company of Cedar Rapids, Iowa as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-NINE THOUSAND TWO HUNDRED AND NO/100 (\$59,200.00) 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:

**OLBRICH ROOF REPLACEMENTS
CONTRACT NO. 8882**

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 6th day of May, 2020

Countersigned:

MALY ROOFING COMPANY, INC.
Company Name (Principal)

Georgina K. Balacci
Witness

Janice C. Kerner Seal
President

R. J. Kerner
Secretary

Approved as to form:

United Fire & Casualty Company

Surety
 Salary Employee Commission

Patricia Jauten
City Attorney

By Connie Eastland
Attorney-in-Fact Connie Eastland



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6504657 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 6, 2020
Date

Connie Eastland
Agent Signature



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Bond No.: 54215748

Obligee: CITY OF MADISON 1600 EMIL STREET MADISON, WI 53713

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SUSAN SIMONEAU, CONNIE EASLAND, TIMOTHY A. DRAXLER, MICHAEL ZAHN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire September 4th, 2020 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of April, 2020



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On this 23rd day of April, 2020 before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones

Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.

this 6th day of May, 2020



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C, UF&I & FPIC