

Contract Routing Form

printed on: 03/25/2021

ROUTING: Routine

Contract between: Southern Wisconsin Construction LLC  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Mall/Concourse Maintenance Protective Flooring Replacement

Contract No.: 9429  
Enactment No.: RES-21-00187  
Dollar Amount: 56,390.00

File No.: 64354  
Enactment Date: 03/22/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-26-2021	3-26-2021
Director of Civil Rights	3/30/21	3/30/21 MG
Risk Manager	3/31/2021	3/31/2021
Finance Director	3/31/2021	4/1/2021
City Attorney	4/2/2021	4/5/2021
Mayor	4/5/2021	4/5/21

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

Original + 2 Copies

03/25/2021 12:31:44 enjls - Mike Schuchardt, (608) 261-9249

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



Legislation Details (With Text)

**File #:** 64354      **Version:** 1      **Name:** Awarding Public Works Contract No. 9429, Mall/Concourse Maintenance Protective Flooring Replacement.

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

**File created:** 2/23/2021      **In control:** Engineering Division

**On agenda:** 3/16/2021      **Final action:** 3/16/2021

**Enactment date:** 3/22/2021      **Enactment #:** RES-21-00187

**Title:** Awarding Public Works Contract No. 9429, Mall/Concourse Maintenance Protective Flooring Replacement. (4th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. BidOpeningTab9429.pdf, 2. 9429 contract.pdf

Date	Ver.	Action By	Action	Result
3/16/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/3/2021	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
2/23/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract Mall/Concourse Maintenance Protective Flooring Replacement at a total estimated cost of \$56,390 including contingency. Funding for the project is available in MUNIS 13371-401-200. No additional appropriation is required.

Awarding Public Works Contract No. 9429, Mall/Concourse Maintenance Protective Flooring Replacement. (4th AD)

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

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

See attached document (Contract No. 9429) for itemization of bids.

*EN- Steve Danner-Rivers*

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

CONTRACT NO. 9429  
MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT

SOUTHERN WISCONSIN CONSTRUCTION LLC \$ 52,211.00

Acct. No. 13371-401-200: 54210 (91444) \$ 52,211.00  
Contingency 8%± 4,179.00

GRAND TOTAL \$ 56,390.00

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9429

MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT

SOUTHERN WISCONSIN CONSTRUCTION LLC

\$ 52,211.00

Acct. No. 13371-401-200: 54210 (91444)  
Contingency 8%±

\$ 52,211.00  
4,179.00

GRAND TOTAL

\$ 56,390.00



### Demographics

<b>Company Name:</b> Nationwide Mutual Insurance Company	<b>NAIC CoCode:</b> 23787	<b>Short Name:</b>
<b>SBS Company Number:</b> 54219943	<b>State of Domicile:</b> Ohio	<b>FEIN:</b> 31-4177100
<b>Domicile Type:</b> Foreign	<b>Organization Type:</b> Mutual	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b> 140 - NATIONWIDE CORP GRP		<b>Date of Incorporation:</b> 12/16/1925
<b>Merger Flag:</b> Yes		

### Address

<b>Business Address</b> ONE NATIONWIDE BLVD FSSC-RR COLUMBUS, OH 43215 United States	<b>Mailing Address</b> ONE NATIONWIDE BLVD FRAP SOLUTIONS COLUMBUS, OH 43215 United States	<b>Statutory Home Office Address</b> ONE NATIONWIDE BLVD FSSC-RR COLUMBUS, OH 43215 United States	<b>Main Administrative Office Address</b> ONE NATIONWIDE BLVD FSSC-RR COLUMBUS, OH 43215 United States
--	--	---	--

### Phone, Email, Website

<table border="1"> <thead> <tr> <th>Phone Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(614) 249-7111</td> </tr> <tr> <td>Toll Free Phone</td> <td>(877) 669-6877</td> </tr> <tr> <td>Fax Phone</td> <td>(866) 315-1430</td> </tr> <tr> <td>Business Primary Phone</td> <td>(614) 677-7037</td> </tr> </tbody> </table>	Phone Type	Number	Business Primary Phone	(614) 249-7111	Toll Free Phone	(877) 669-6877	Fax Phone	(866) 315-1430	Business Primary Phone	(614) 677-7037	<table border="1"> <thead> <tr> <th>Email Type</th> <th>E-mail</th> </tr> </thead> <tbody> <tr> <td>Business Email</td> <td>fnrpt@nationwide.com</td> </tr> </tbody> </table>	Email Type	E-mail	Business Email	fnrpt@nationwide.com	<p><b>Website</b> No results found.</p>
Phone Type	Number															
Business Primary Phone	(614) 249-7111															
Toll Free Phone	(877) 669-6877															
Fax Phone	(866) 315-1430															
Business Primary Phone	(614) 677-7037															
Email Type	E-mail															
Business Email	fnrpt@nationwide.com															

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 05/01/1966
<b>Status:</b> Active	<b>Legacy State ID:</b> 112009	<b>Expiration Date:</b>
<b>Effective Date:</b> 04/16/1979	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 05/01/1966	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Show 10 entries      Showing 1 to 2 of 11868 entries     

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TYLER SCHWENDIMAN	4426487	4426487	Intermediary (Agent) Individual	Casualty	08/19/2016	01/13/2021	03/15/2022
TYLER SCHWENDIMAN	4426487	4426487	Intermediary (Agent) Individual	Property	08/19/2016	01/13/2021	03/15/2022

### Line Of Business

Show 10 entries      Showing 1 to 10 of 12 entries     

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	05/01/1966
Automobile	Automobile	05/01/1966
Credit Insurance	Credit Insurance	05/01/1966
Disability Insurance	Disability Insurance	05/01/1966
Fidelity Insurance	Fidelity Insurance	05/01/1966
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	05/01/1966
Legal Expense Insurance	Legal Expense Insurance	05/01/1966
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/01/1966
Miscellaneous	Miscellaneous	05/01/1966
Ocean Marine Insurance	Ocean Marine Insurance	05/01/1966

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
© 2021 National Association of Insurance Commissioners. All rights reserved.					

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

### Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54220410	19097	Allied Mutual Insurance Company	Property and Casualty	N	N	10/01/1998	
54220840	14168	Harleysville Mutual Insurance Company	Property and Casualty	N	N	05/01/2012	
54219715	13838	Farmland Mutual Insurance Company	Property and Casualty	Y	Y	01/01/2019	

Companies Absorbed

### Name Change History

Previous Name	New Name	Effective Date
	Nationwide Mutual Insurance Company	

\$52,211.00  
ORIGINAL

BID OF SOUTHERN WISCONSIN CONSTRUCTION LLC

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT

CONTRACT NO. 9429

MUNIS NO. 13371

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 16, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT  
CONTRACT NO. 9429**

**INDEX**

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

Exhibits for bidding purposes available in Bid Express:

- Exhibit A Plans
- Exhibit B Specifications

This Proposal, and Agreement have  
been prepared by:

**CITY ENGINEERING DIVISION  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN**

*EN - Greg Fries* \_\_\_\_\_ for  
Robert F. Phillips, P.E., City Engineer

RFP: ms



## 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:	MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT
CONTRACT NO.:	9429
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 11, 2021
BID SUBMISSION (2:00 P.M.)	FEBRUARY 18, 2021
BID OPEN (2:30 P.M.)	FEBRUARY 18, 2021
PUBLISHED IN WSJ	FEBRAURY 4 & 11, 2021

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## **SECTION D: SPECIAL PROVISIONS**

### **MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT CONTRACT NO. 9429**

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 \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

The City of Madison Engineering is requesting bids to remove and replace the traffic coating at the Mall/Maintenance garage at 120 S. Fairchild Street. The work area consists of 7500 square feet of space which houses the City of Madison Mall/Maintenance equipment and workers. We are requiring that the removal and replacement work to be done in three separate weekly phases, the final phase will require weekend work to avoid conflict with Mall/Concourse maintenance schedules.

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

General outlines for the Lands for Work for this contract are represented in Exhibit A of the drawings and generally includes 7,430 square feet of space which houses the City of Madison Mall/Maintenance equipment and workers to maintain downtown malls and sidewalks. The building is a multiple floor multiple agency structure so all use of the City Lands for Work by the Contractor shall be reviewed and approved by the City's Project Manager.

No tobacco product use is allowed on the Lands for Work.

Bathroom facilities are available on site. No Parking is available on site but contractor may offload materials and equipment at the overhead door entry on Fairchild Street. Daily fee vehicle parking is available on street or in adjacent Dane County parking garage.

All waste shall be hauled away by contractor.

#### **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, 2021 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 – Bid Document Mall/Concourse Maintenance Protective Flooring Replacement dated 12/15/20  
Exhibit B – Bid Document Specifications date 12/15/20.

**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 105.12 COOPERATION BY THE CONTRACTOR**

The Contractor shall coordinate the work schedule when there is sufficient time to complete the entire work scope without interfering with Mall Maintenance operations.

**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 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 April 12, 2021.

The Contractor shall have reached a level of Construction Closeout for all work NO LATER THAN Tuesday July 1, 2021.

**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.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract lump sum price.

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 Mail/Maintenance 9429 in the subject line of the email.

The City Project Manager for this contract is:

Mike Schuchardt Construction Manager  
PH: 608-261-9249  
Email: [mschuchardt@cityofmadison.com](mailto:mschuchardt@cityofmadison.com)



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CONTRACT TITLE**

**CONTRACT NO. 9429**

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 - 2021 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. 9429 through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Southern WI Construction (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of Matt Kirt; an individual trading as Southern WI Construction; of the City of Madison State of Wisconsin; 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]  
SIGNATURE

Member  
TITLE, IF ANY

**Daniel R Brennan  
Notary Public  
State of Wisconsin**

Sworn and subscribed to before me this 16th day of FEBRUARY, 2021.

[Signature]  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 07-07-2025

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

Contract 9429 – Southern Wisconsin Construction LLC

Section F: Best Value Contracting (BVC) Form

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 of Best Value Contracting form (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.  
Flooring Specialists

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.

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

**MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT**

CONTRACT NO. 9429  
DATE: 2/18/2021

**Southern Wisconsin  
Construction LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90000.0 - Base bid: Protective Flooring Replacement - LUMP SUM	1.00	\$52,211.00	\$52,211.00
	1 Items	Totals	\$52,211.00

## SECTION H: AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of March in the year Two Thousand and Twenty-One between SOUTHERN WISCONSIN CONSTRUCTION LLC 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 MARCH 16, 2021, 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:

### MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT CONTRACT NO. 9429

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-TWO THOUSAND TWO HUNDRED ELEVEN AND NO/100 (\$52,211.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

**c. Exemptions:** This section shall not apply when:

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

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



**MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT  
CONTRACT NO. 9429**

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: *Matt Kurt*  
*Hammerlyan*                      *3/4/21*  
 Witness                                      Date

**SOUTHERN WISCONSIN CONSTRUCTION LLC**  
 Company Name  
*Matt Kurt*                      *3-4-21*  
 President                                      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:

*M. Schneider*                      *04-01-2021*  
 Finance Director                      Date  
*[Signature]*                      *4/5/21*  
 Witness                                      Date  
*Shelby Karamwald*                      *3/26/21*  
 Witness                                      Date

*Michael Hayes*                      *4-5-2021*  
 City Attorney                      Date  
*[Signature]*                      *4/5/2021*  
 Mayor                                      Date  
*Maibeth Winkel-Behl*                      *3-26-2021*  
 City Clerk                                      Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we Southern Wisconsin Construction LLC as principal, and Nationwide Mutual Insurance Company Company of Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of Fifty-Two Thousand Two Hundred Eleven and no/100 (\$ 52,211.00 ) 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:

**MALL/CONCOURSE MAINTENANCE PROTECTIVE FLOORING REPLACEMENT  
CONTRACT NO. 9429**

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 18th day of March, 2021

Countersigned:

*[Signature]*  
Witness

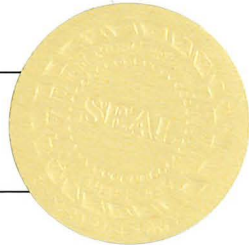
Southern Wisconsin Construction LLC  
Company Name (Principal)  
*[Signature]*  
President Seal

Secretary

Approved as to form:

*[Signature]*  
City Attorney

Nationwide Mutual Insurance Company  
Surety  
 Salary Employee  Commission  
By *[Signature]*  
Attorney-in-Fact, Tyler Schwendiman



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 4426487 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/12/21  
Date

*[Signature]*  
Agent Signature

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Tyler Schwendiman

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Thousand and no/100 -- Dollars \$100,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

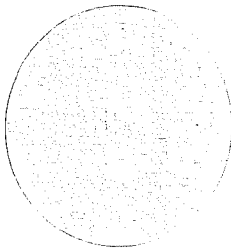
*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio  
Notary Public, State of New York  
No. 01D26126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Delio*  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of March, 2021

*Laura B. Guy*

Assistant Secretary