

Contract Routing Form

ROUTING: Routine

printed on: 08/13/2019

Contract between: Miron Construction Co., Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Sycamore Ave. Public Works Maintenance Facility-Office Remodel Project

Contract No.: 7769
Enactment No.: RES-19-00579
Dollar Amount: 2,362,797.00

File No.: 56682
Enactment Date: 08/09/2019

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------|
| City Clerk | 8.13.19 | 8-13-19 |
| Director of Civil Rights | 8/13/19 | 8/19/19 |
| Risk Manager | 8/20/19 | 8/20/19 |
| Finance Director | 8/23/19 | 8/23/19 |
| City Attorney | 999 8/23/19 | 8-27-19 |
| Mayor | 8.27.19 | 8.27.19 |

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

Original + 2 Copies

08/13/2019 13:44:17 enjls - Brett Pauba 266-4092

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

No results found.

Name Change History

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

Jurisdiction: Wisconsin

Demographics

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

Address

| | | | |
|---|---|---|---|
| Business Address | Mailing Address | Statutory Home Office Address | Main Administrative Office Address |
| 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States |

Phone, Email, Website

| Phone | Email | Website | | | | | | | | |
|--|----------------|----------------|-----------------|----------------|------------------------|----------------|------------------------|----------------|-------------------|-------------------|
| <table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Toll Free Phone</td> <td>(800) 382-2150</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 413-5048</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 605-6000</td> </tr> </tbody> </table> | Type | Number | Toll Free Phone | (800) 382-2150 | Business Primary Phone | (847) 413-5048 | Business Primary Phone | (847) 605-6000 | No results found. | No results found. |
| Type | Number | | | | | | | | | |
| Toll Free Phone | (800) 382-2150 | | | | | | | | | |
| Business Primary Phone | (847) 413-5048 | | | | | | | | | |
| Business Primary Phone | (847) 605-6000 | | | | | | | | | |

Company Type

| | | |
|---|--------------------------------|--------------------------------|
| Company Type: Property and Casualty | Status Reason: | Status Date: 01/01/1982 |
| Status: Active | Legacy State ID: 111700 | Expiration Date: |
| Effective Date: 12/31/2018 | Approval Date: | File Date: |
| Issue Date: 01/01/1982 | Article No: | COA Number: |
| Articles of Incorporation Received: No | | |

Appointments

Show 10 entries

Showing 1 to 2 of 1440 entries

roxa

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|----------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| ROXANNE JENSEN | 9042226 | 9042226 | Intermediary (Agent) Individual | Property | 06/28/2013 | 01/09/2019 | 03/15/2020 |
| ROXANNE JENSEN | 9042226 | 9042226 | Intermediary (Agent) Individual | Casualty | 06/28/2013 | 01/09/2019 | 03/15/2020 |

First Previous **1** Next Last

Line Of Business

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

Contact

| 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

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PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7769
SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT

MIRON CONSTRUCTION CO., INC.

\$2,362,797.00

Acct. No. 11314-401-140:54210 (91065)
Contingency 8± %

\$2,362,797.00
189,023.00

GRAND TOTAL

\$2,551,820.00

THEREFORE, BE IT RESOLVED that the 2019 Engineering-Facilities Management and Streets Division Capital Budgets are amended according to the fiscal note to cover the costs associated with renovation project known as the Streets East Office Remodel.



Legislation Details (With Text)

File #: 56682 **Version:** 1 **Name:** Awarding Public Works Contract No. 7769, Sycamore Ave. Public Works Maintenance Facility-Office Remodel Project.

Type: Resolution **Status:** Passed

File created: 7/10/2019 **In control:** FINANCE COMMITTEE

On agenda: 8/6/2019 **Final action:** 8/6/2019

Enactment date: 8/9/2019 **Enactment #:** RES-19-00579

Title: Amending the 2019 Capital Budgets for Engineering-Facilities Management and Streets Division, and Awarding Public Works Contract No. 7769, Sycamore Ave. Public Works Maintenance Facility-Office Remodel Project. (17th AD)

Sponsors: Samba Baldeh

Indexes:

Code sections:

Attachments: 1. Bid Report Contract 7769.pdf, 2. 7769BidOpeningTab.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|---|--------|
| 8/6/2019 | 1 | COMMON COUNCIL | Adopt - 15 Votes Required | Pass |
| 7/22/2019 | 1 | FINANCE COMMITTEE | RECOMMEND TO COUNCIL TO ADOPT (15 VOTES REQUIRED) - REPORT OF OFFICER | Pass |
| 7/17/2019 | 1 | BOARD OF PUBLIC WORKS | Return to Lead with the Recommendation for Approval | Pass |
| 7/17/2019 | 1 | FINANCE COMMITTEE | Referred | |
| 7/16/2019 | 1 | COMMON COUNCIL | Refer | Pass |
| 7/10/2019 | 1 | Engineering Division | Referred for Introduction | |

The proposed resolution increases funding for the office remodel project at the Streets Division Sycamore Avenue facility. Funding for this project was included in the 2019 Adopted Capital Budget through the Streets Facility Improvement programs in the Streets Division and Engineering-Facilities capital budgets.

The budget assumed \$1,923,000 for the project. Based on the bids received, the total project cost will be \$2,363,000 a difference of \$440,000. The increase for the project will be funded by transferring \$220,000 from the Energy Improvements program and \$220,000 from the Street EAB program.

Amending the 2019 Capital Budgets for Engineering-Facilities Management and Streets Division, and Awarding Public Works Contract No. 7769, Sycamore Ave. Public Works Maintenance Facility-Office Remodel Project. (17th 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. 7969) for itemization of bids.

502

\$2,362,797.00
CONTRACTOR'S OFFICE COPY

BID OF MIRON CONSTRUCTION CO., INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT

CONTRACT NO. 7769

MUNIS NO. 11314

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 6, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT
CONTRACT NO. 7769**

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Documents available in Bid Express:

1. EXHIBIT A – Plans
2. EXHIBIT B - Specifications
3. REF DOC 1 – General Lands for Work Plan.pdf
4. REF DOC 2 – Asbestos Inspection Report.pdf
5. REF DOC 3 – RED SHIELD ROOFING SYSTEM LIMITED WARRANTY.pdf
6. REF DOC 4 – PLAN EXAMINATION LETTER.pdf

This Proposal, and Agreement have
been prepared by:

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



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

RFP: bmp

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: | SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT |
| CONTRACT NO.: | 7769 |
| SBE GOAL | 5% |
| BID BOND | 5% |
| PRE BID BUILDING /SITE TOUR #1 (1:00 P.M.) | Thursday June 13, 2019 |
| PRE BID BUILDING /SITE TOUR #2 (1:00 P.M.) | Tuesday June, 18 2019 |
| SBE PRE BID MEETING (1:00 P.M.) | Friday June 14,2019 |
| BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS (1:00 P.M.) | Friday June 21, 2019 |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | Wednesday, July 3, 2019 |
| BID SUBMISSION (2:00 P.M.) | Thursday, July 11, 2019 |
| BID OPEN (2:30 P.M.) | Thursday, July 11, 2019 |
| PUBLISHED IN WSJ | 5/23 & ,5/30,6/6,6/13,6/20,6/27,7/4 2019 |

PRE BID BUILDING /SITE TOUR:

The City of Madison is conducting two (2) Pre-Bid Walk through sessions at City of Madison Streets Division - East Office, 4602 Sycamore Avenue, per time and date above. All contractors are invited to attend a short introductory meeting, a short guided tour of the project area, and then will be allowed to more thoroughly review the project area at their own pace. Please note: The building will be operational at the time of the building / site tours.

This will be the only opportunity for bidding contractors to walk through the site. All bidders are encouraged to attend.

Staff from Destree Design Architects, Hein Engineering Group, City Project Manager, and City Construction Manager will be on hand to take questions related to the plans and specifications. Questions shall be recorded and responded to in the form of a published addendum.

SBE PRE BID MEETING:

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, Destree Design Architects and/or the City Project Manager (CPM) shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. See the contract contact information at the end of Section D-Special Provisions. 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 Sycamore Ave. Public Works Maintenance FACILITY-OFFICE REMODEL PROJECT – City Contract #7769. Responses to bidder questions and clarifications to be posted to City bidding website by insert date.

- **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.

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship:

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT CONTRACT NO. 7769

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.

ARTICLE 102.9: BIDDER'S UNDERSTANDING

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

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

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

Contractors wishing to sub contract with a non-union Small Business Enterprise (SBE) may encourage the non-union SBE subcontractor to consider entering into a Project Labor Agreement with the subject union specific to the Judge Doyle Garage, to enable the General Contractor to count the participation of the non-union SBE for SBE Goal achievement. Interested SBE Subcontractors may contact the Executive Director, Building and Construction Trades Council of South Central Wisconsin at

btrades@sbcglobal.net or at (608) 256-3161 to discuss entering into such an agreement.

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, August 8, 2019**. 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, August 7, 2019**.

The bidder must completely fill in the base bid and the alternate(s). After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. If any responsible bidder submits a base bid plus alternate one (1) plus alternate (2) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid plus alternate one (1) plus alternate (2). If

no responsible bidder submits a base bid plus alternate one (1) plus alternate two (2) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid plus alternate one (1). If no responsible bidder submits a base bid plus alternate one (1) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid only. The City shall have the right to proceed or not proceed with alternate one (1) or alternate (2) regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 104 SCOPE OF WORK

Sycamore Ave Public Works Maintenance Facility Office is currently located at 4602 Sycamore Avenue. This contract is for a comprehensive remodel of Unit B and MEP upgrades in Unit A & D. The Owner for this project is the City of Madison. The summary of work for this project includes, but is not limited to,

- Extensive demolition of the existing Unit B office suites (Streets, Parks, Weights & Measures)
- Selective demolition of the existing Unit A & D HVAC/electrical/plumbing distribution
- Interior architectural remodel of suites
- Replacement of HVAC/electrical/plumbing distribution systems in Unit B
- Partial replacement of HVAC/electrical/plumbing distribution systems in Unit A & D
- Replacement of existing fire sprinkler system

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 on the Architectural, Mechanical, Electrical and Plumbing drawings and generally include Unit A, Unit B, and Unit D.. All use of the City Lands for Work – by the Contractor - shall be reviewed and approved by the City's Construction Manager.

The Contractor for this Work must also coordinate the work so as not to interfere with building tenants, City Streets, City Parks, or City Weights & Measures operations.

Vehicles can only be parked on site for deliveries. Reference REF DOC 1 for a Site Plan/Parking Plan. No material transport shall occur in the public and/or occupied areas without coordination with the Construction Manager for City Engineering. Work requiring access to locations not included in the general area for work shown on the bid documents shall be coordinated with the Construction Manager for City Engineering.

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

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2019 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 – Plans Dated 05-15-2019

Exhibit B – Specifications Dated 05-15-2019

EXHIBITS FOR BIDDING REFERENCE:

REF DOC 1 – General Lands for Work Plan

REF DOC 2 – Asbestos Inspection Report

REF DOC 3 – RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

REF DOC 4 – PLAN EXAMINATION LETTER

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 Destree Design Architects and 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 Destree Design Architects, and 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 there will be adjacent city operations occurring concurrently with the Work of this Contract.

Any Work outside the specified Lands for Work will need to be coordinated with CPM/CCM 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 area at the end of each work day.
- All adjacent spaces will be sealed to minimize dust and debris from entering adjacent spaces. Any common areas including hallways shall be cleaned of dust and debris at the end of each work day.

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.

The Contractor shall be responsible for temporary sanitary facilities per Specification 01 50 00 - 2 – TEMPORARY FACILITIES AND CONTROLS.

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 Monday, August 26, 2019.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN Friday March 06, 2020.**

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 coordinate with the CPM to maximize tenant access to Woman's and Men's locker-room and restroom (Rooms: 132, 133, 139, 142, 143) without adversely affecting the construction schedule.

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 calendar day.

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

(excluding ITEM 90001 & 90002)

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.

BID ITEM 90001 – ALTERNATE 1

DESCRIPTION: ALTERNATE NO. 1: Shall include all labor, equipment, materials, and permits required to complete the Solar Hot Water Panel array installation indicated in the plans and specifications. The scope of work for ALTERNATE NO. 1 includes, but is not limited to,

- a. Exterior structural racking
- b. Interior structural strengthening
- c. Associated SHWP equipment and lines
 - i. Pumps and controls (in D section)
 - ii. Upsized softener (WS-1)
 - iii. Storage and expansion tanks
 - iv. Glycol tank and lines
 - v. HPW-2 High pressure washer
 - vi. lines from water softener to tank
 - vii. lines and components from SHWP to tank
 - viii. Associated control systems

METHOD OF MEASUREMENT: The ALTERNATE NO. 1 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 ALTERNATE NO. 1 shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

BID ITEM 90002 – ALTERNATE 2

DESCRIPTION: ALTERNATE NO. 2: Shall include all labor, equipment, materials, and permits required to complete the Makeup Air installation indicated in the plans and specifications. The scope of work for ALTERNATE NO. 2 includes, but is not limited to,

- a. Interior structural strengthening
- b. Makeup air unit serving Unit D and E
- c. Associated duct work
- d. Exhaust fans and associated equipment/ducts
- e. Associated control systems

METHOD OF MEASUREMENT: The ALTERNATE NO. 2 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 ALTERNATE NO. 2 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

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the Project Architect by e-mail so we may properly log, track, and respond to all issues. Please reference SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT – City Contract #7769.

| | |
|--|---|
| The Project Architect for this contract is: | The City Project Manager for this contract is: |
| <u>Destree Design Architects</u> Jeremy Cynkar PH: 608-512-1883 Email: jcynkar@destreearchitects.com | <u>City of Madison</u> Brent Pauba, Project Manager PH: 608-266-4092 Email: bpaub@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.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

June 12, 2019

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

CONTRACT NO. 7769

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Sycamore Ave. Public Works Maintenance Facility – Office Remodel Project, City of Madison, Contract #7769, as issued on May 15, 2019** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Drawings A600 & A900**
- **Specification Pages (08 62 50 -1) thru (08 62 50 -3)**
- **Specification Pages (10 22 26 -1) thru (10 22 26 -3)**

Please attach these Addendum documents to the Drawings (Exhibit A), Specifications (Exhibit B), and Proposal Specifications in your possession.

1. **GENERAL CONTRACT CONDITIONS**

A. No Change.

2. **GENERAL QUESTIONS AND ANSWERS**

A. Q1: The elevations would infer that this building is all metal roof, I don't know if it's a screw down or standing seam but when I look at A102, I see someone else thinks this is a rubber Firestone Roof and that the contractor should even carry a specific amount for an inspection fee. I don't see a spec section for rubber roofing, so which is it?

A1: The existing roof is a fully adhered, white reinforced, single ply 45 mil TPO membrane roof system. Installed in 2007, the roof has a standard warranty of fifteen (15) years. Roof work to be done by a licensed firestone contractor in accordance with the firestone product repair guidelines to maintain the warranty.

B. Q2: It appears that the specifications are missing a steel and masonry section. Will these sections be added?

A2: See Structural Sheet S001 for steel and masonry structural specification information.

3. ACCEPTABLE EQUIVALENTS

- A. Specification Section 10 22 26 Partition Systems:
 - i. Modernfold Truss system is an approval equal to the Unispan 900 truss system.
- B. Specification Section 08 71 00 Door Hardware:
 - i. USA 8100 Swing Door Operator is an approved equal for the automatic operators.

4. SPECIFICATIONS

- A. Specifications 00 01 00 – Technical Sections – Table of Contents
 - i. Add 08 62 50 Tubular Daylighting Devices to Division 8 of the Table of Contents.
 - ii. Remove 10 22 00 – Partition Systems from Division 10 of the Table of Contents.
 - iii. Add 10 22 29 Folding Door and Partitions to Division 10 of the Table of Contents.
- B. Specification 08 62 50 - Tubular Daylighting Devices
 - i. Add specification section 08 62 50.
- C. Specification 10 22 00 – Partition Systems
 - i. Remove specification section 10 22 00.
- D. Specification 10 22 26 - Folding Door and Partitions
 - i. Add specification section 10 22 26.

5. DRAWINGS

- A. Architectural
 - i. **Drawing G001:** Add Note “XM 5” CMU” below XM4.
 - ii. **Drawing A200:** Revise all three “XTG METAL ROOFING” notes on elevation 2 to read “XTG TPO MEMBRANE ROOF”.
 - iii. **Drawing A600 (remove and replace with attached sheet):** Drawing revised to show partition callouts. See revised sheet A600.
 - iv. **Drawing A900 (remove and replace with attached sheet):** The Room Finish Schedule has been revised to correct a few room numbers and square footages. . See revised sheet A900.

6. PROPOSAL SPECIFICATIONS

- A. Revise SECTION D: SPECIAL PROVISIONS, SECTION 105.12 COOPERATION BY THE CONTRACTOR to include the added provision:
 - i. The City of Madison will hold a separate contract for asbestos removal. Please refer to REF DOC 2 for additional information on anticipated asbestos containing material type, location, and quantity. Contractor for this Work should assume multiple phases for asbestos removal and provide adequate time and notice for the City’s asbestos removal contractor to complete the Work. Contractor for this Work shall coordinate directly with the City’s asbestos removal contractor in order to complete the Work of this contract.

Please 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:

| | |
|---|--|
| The Project Architect for this contract is: | The City Project Manager for this contract is: |
| <u>Destree Design Architects</u> Jeremy Cynkar PH: 608-512-1883 Email: jcynkar@destreearchitects.com | <u>City of Madison</u> Brent Pauba PH: 608-266-4092 Email: bpauba@cityofmadison.com |

Sincerely,



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



DESTREE
architecture & design

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CITY OF MADISON
EAST STREET OFFICE REMODEL
4602 SYCAMORE AVENUE
MADISON, WI 53704

ISSUANCES:

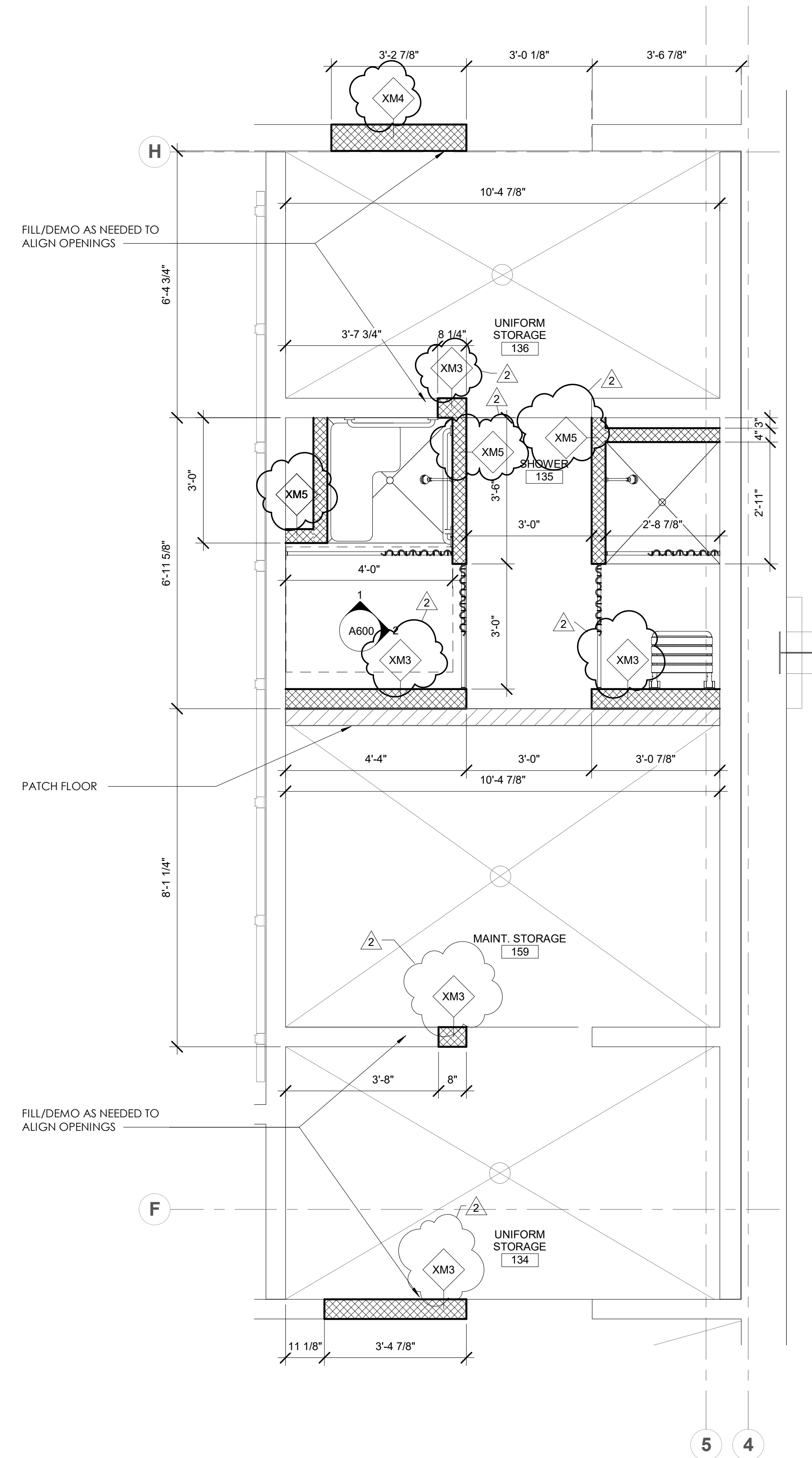
05-15-2019 BID SET
06-12-2019 ADDENDUM 1

PROJECT #: 171118.00
SHEET NUMBER

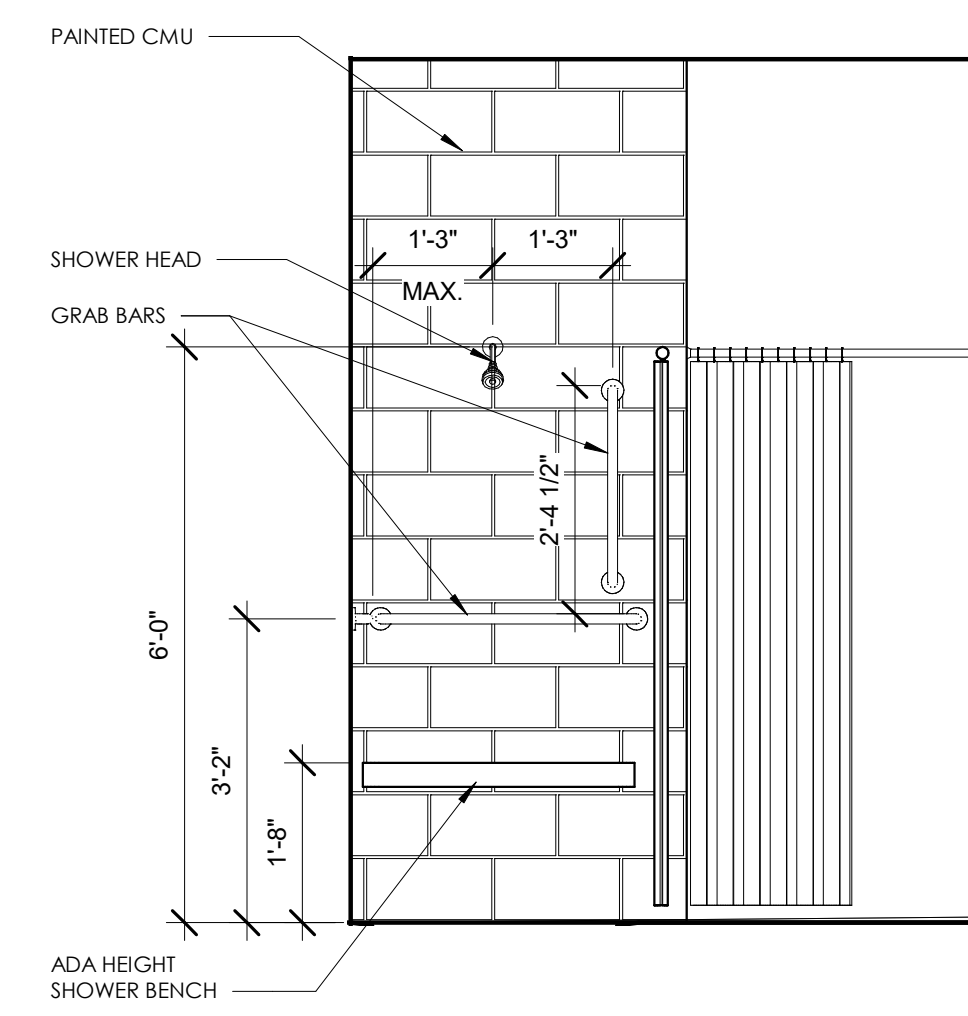
A600

SHOWER PLAN GENERAL NOTES

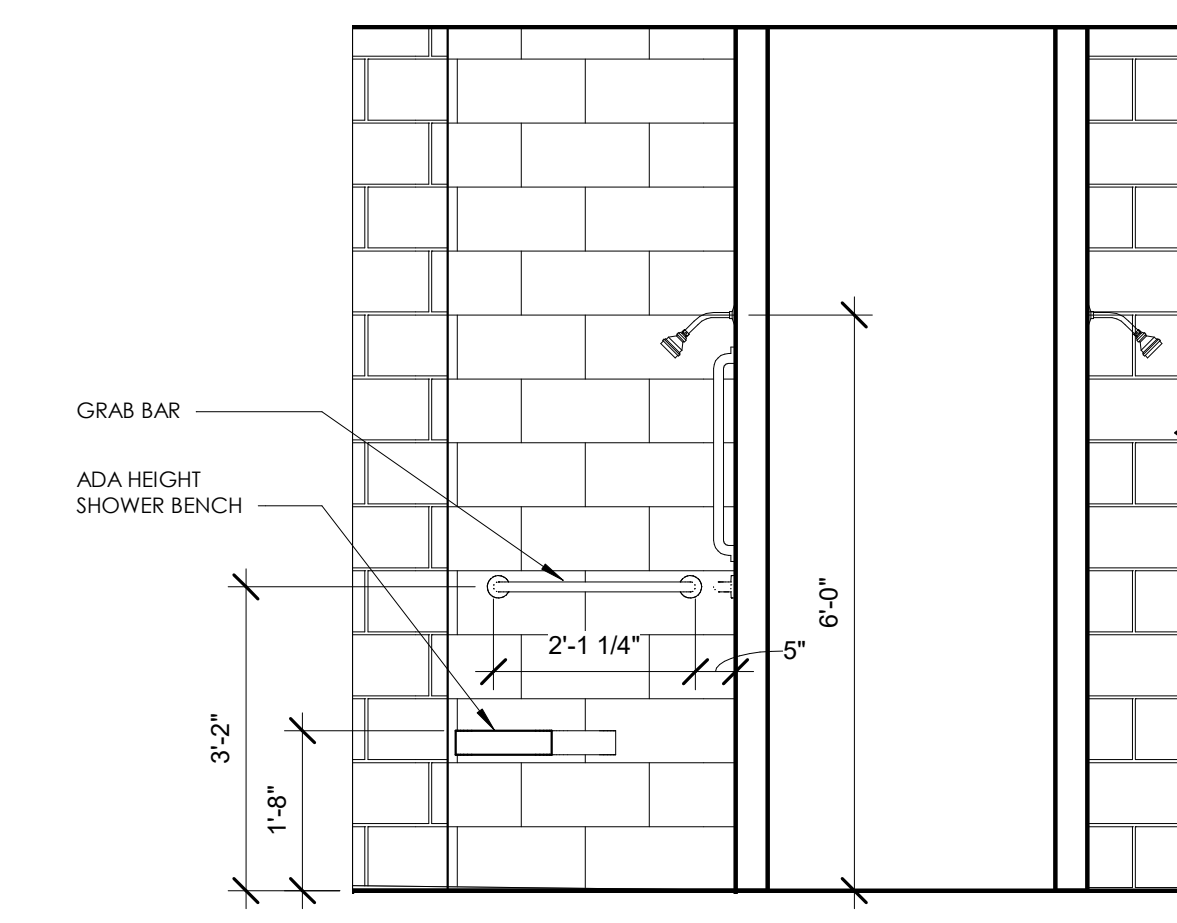
- 1. SHOWER ACCESSORIES PROVIDED BY OWNER AND INSTALLED BY OWNER, EXCEPT FOR GRAB BARS.



3 SHOWER PLAN
SCALE: 1/2" = 1'-0"

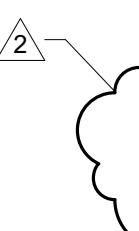


2 EAST ELEVATION ADA SHOWER
SCALE: 1/2" = 1'-0"



1 NORTH ELEVATION SHOWER
SCALE: 1/2" = 1'-0"

| ROOM FINISH SCHEDULE | | | | | | | | | |
|----------------------|------------------------|---------|--------------------|----------------|-------------|---------------|------|-------|-------|
| NUMBER | NAME | AREA | FLOOR FINISH | CEILING FINISH | BASE FINISH | WALL FINISHES | | | |
| | | | | | | EAST | WEST | NORTH | SOUTH |
| 100 | WOMEN'S LOCKER | 176 SF | - | ACT-2 | - | - | - | - | - |
| 101 | LACTATION RM | 50 SF | - | ACT-2 | - | - | - | - | - |
| 102 | SHOWER | 55 SF | - | ACT-2 | - | - | - | - | - |
| 109 | CORRIDOR-1 | 805 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-3 | PT-1 |
| 111 | PARKS LUNCH RM | 934 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 112 | STREETS LUNCH RM | 4409 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 113 | WEIGHTS & MEASURES | 230 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 114 | PARKS GENERAL OFFICE | 631 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 115 | OFFICE A | 185 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-2 | PT-1 | PT-1 |
| 116 | OFFICE B | 117 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-2 | PT-1 | PT-1 |
| 117 | CONFERENCE ROOM | 269 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 118 | OFFICE C | 140 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-3 | PT-1 |
| 119 | RECEPTION HALLWAY | 237 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 120 | VESTIBULE | 48 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 121 | STREETS GENERAL OFFICE | 1057 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 122 | OFFICE F | 149 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-2 | PT-1 | PT-1 |
| 123 | STORAGE | 153 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 124 | OFFICE D | 145 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-2 | PT-1 | PT-1 |
| 125 | OFFICE E | 216 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-2 | PT-1 | PT-1 |
| 126 | VESTIBULE | 57 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 127 | CORRIDOR-2 | 269 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-3 | PT-1 | PT-1 |
| 127-A | CORRIDOR-3 | 63 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 128 | ADA TOILET | 85 SF | CT-1 | ACT-1 | VB-1 | PT-4 | PT-4 | PT-1 | PT-1 |
| 129 | NORTH VESTIBULE | 78 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 130 | IT CLOSET | 38 SF | CON. SEAL 1 | ACT-1 | - | PT-1 | PT-1 | PT-1 | PT-1 |
| 131 | MECH. & ELECT. ROOM | 801 SF | CON. SEAL 1 | ACT-1 | - | PT-1 | PT-1 | PT-1 | PT-1 |
| 131-A | EMERG. GENERATOR | 137 SF | CON. SEAL 1 | ACT-1 | - | PT-1 | PT-1 | PT-1 | PT-1 |
| 132 | STREETS LOCKER | 654 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-4 |
| 133 | MEN'S TOILET | 586 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-4 | PT-4 | PT-1 | PT-1 |
| 134 | UNIFORM STORAGE | 64 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 135 | SHOWER | 62 SF | STEAM CLEAN & SEAL | ACT-2 | - | PT-5 | PT-5 | PT-5 | PT-5 |
| 136 | UNIFORM STORAGE | 63 SF | STEAM CLEAN & SEAL | ACT-2 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 138 | ELEC. PANEL | 28 SF | CON. SEAL 1 | ACT-1 | - | PT-1 | PT-1 | PT-1 | PT-1 |
| 139 | PARKS LOCKER | 580 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-4 | PT-1 |
| 140 | CORRIDOR-4 | 519 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-1 | PT-3 | PT-1 | PT-3 |
| 142 | W. TOILET | 129 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-4 | PT-4 | PT-1 | PT-1 |
| 143 | WOMEN'S LOCKER | 183 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-4 |
| 146 | BREAK ROOM | 144 SF | CON. SEAL 1 | ACT-1 | VB-1 | PT-2 | PT-1 | PT-2 | PT-1 |
| 147-A | MECH. MEZZ. STAIRS | 36 SF | CON. SEAL 1 | ACT-1 | - | PT-1 | PT-1 | PT-1 | PT-1 |
| 158 | MAINT. CLOSET | 31 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |
| 159 | MAINT. STORAGE | 79 SF | STEAM CLEAN & SEAL | ACT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 |



GENERAL REMARKS:

- SEE ELEVATION FOR WALL PAINT COLOR DESIGNATION.
- SEE FINISH PLAN FOR TILE PATTERN.

FINISH SPECIFICATIONS

TILE:

CT-1: MANUFACTURER: DAL TILE
 STYLE: GAINSWOOD
 COLOR: WALNUT GW07
 SIZE: 6" x 24"
 FINISH: MATTE
 APPLICATION: ADA RESTROOM FLOOR TILE

PAINT:

PT-1: MANUFACTURER: SHERWIN WILLIAMS
 COLOR: EIDER WHITE
 SHEEN: MATTE
 APPLICATION: GENERAL OFFICE COLOR

PT-2: MANUFACTURER: SHERWIN WILLIAMS
 COLOR: NAVAL
 SHEEN: MATTE
 APPLICATION: ACCENT WALL COLOR

PT-3: MANUFACTURER: SHERWIN WILLIAMS
 COLOR: BLACK FOX
 SHEEN: MATTE
 APPLICATION: ACCENT WALL COLOR

PT-4: MANUFACTURER: SHERWIN WILLIAMS
 COLOR: DOVETAIL
 SHEEN: MATTE
 APPLICATION: ACCENT WALL COLOR

PT-5: IMMERSION GRADE SYSTEM
 MANUFACTURER: SHERWIN WILLIAMS
 COLOR: TO MATCH EXISTING WALL COLOR
 1ST COAT: S-W KEM CATI-COAT HS EPOXY FILLER/SEALER, B42W400 SERIES
 2ND COAT: S-W MACROPOXY 646 FAST CURE EPOXY, B58-600 SERIES
 3RD COAT: S-W MACROPOXY 646 FAST CURE EPOXY, B58-600 SERIES
 SHEEN: SEMI-GLOSS
 APPLICATION: ACCENT WALL COLOR
 (REP: SUSAN SIENKOWSKI, SHERWIN WILLIAMS COMPANY, PHONE (312) 565-0622)

PLASTIC LAMINATE

PLAM-1: MANUFACTURER: WILSONART
 COLOR: GREY ELM
 FINISH: MATTE
 APPLICATION: COUNTERTOP ON CABINETS

PLAM-2: MANUFACTURER: WILSONART
 COLOR: GREY
 FINISH: SOFT GRAIN W/ AERON
 APPLICATION: CASE WORK

PLAM-3: MANUFACTURER: WILSONART
 COLOR: FUSION MAPLE
 FINISH: MATTE
 APPLICATION:

ACOUSTICAL CEILING TILE:

ACT-1: MANUFACTURER: ARMSTRONG
 STYLE: CALLA
 SIZE: 2' x 2' x 1"
 GRID PROFILE: SQUARE TEGULAR
 EDGE:
 COLOR: WHITE
 NRC: 0.85
 CAC: 35
 LR: 0.86
 APPLICATION: PRIVATE OFFICE/ ENCLOSED SPACES

ACT-2: MANUFACTURER: ARMSTRONG
 STYLE: KITCHEN ZONE
 SIZE: 2' x 2' x 5/8"
 GRID PROFILE: SQUARE TEGULAR
 EDGE:
 COLOR: WHITE
 NRC: N/A
 CAC: 33
 LR: 0.89
 APPLICATION: SHOWER

CORNER GUARDS

CG1: MANUFACTURER: INPRO
 COLOR: TAUPE
 TYPE: TAPE ON
 SIZE: 3' x 4'
 FINISH: 060
 APPLICATION: CORNER

VINYL BASE

VB-1: MANUFACTURER: JOHNSONITE
 COLOR: BURNT UMBER
 STYLE: 6" TRADITIONAL
 APPLICATION: MAIN WALL BASE

CONCRETE SEALANTS

CONC. SEAL 1: MANUFACTURER:
 PRODUCT:
 APPLICATION:

GENERAL NOTES

- REFER TO INTERIOR ELEVATIONS FOR FURTHER CLARIFICATION OF MATERIALS, LOCATIONS AND FINISHES.
- REFER TO FINISH PLAN FOR SPECIFIC INSTALLATION PATTERN AND ORIENTATION OF TILE.



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CITY OF MADISON
 EAST STREET OFFICE REMODEL
 4602 SYCAMORE AVENUE
 MADISON, WI 53704

ISSUANCES:
 05-15-2019 BID SET
 06-12-2019 ADDENDUM 1

PROJECT #: 171118.00
 SHEET NUMBER

A900

SECTION 08 62 50
TUBULAR DAYLIGHTING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Tubular daylighting devices and accessories.

1.2 RELATED SECTIONS

1.3 REFERENCES

- A. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- B. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. Daylight Reflective Tubes: Spectralight Infinity with INFRAREduction Technology combines ultra-high Visible Light reflectance with Ultra-low Infrared (IR) reflectance. Patented spectrally-selective optical surface yields an average total- and specular-reflectance greater than 99.5% percent for the Visible Light spectrum (400 nm to 700 nm) providing maximized visible light transmission and less than 25% reflectance for Infrared (IR) heat wavelengths (750 nm to 2500 nm) for minimized heat transmission, resulting in a spectrally-selective Total Solar Spectrum (250 nm to 2500 nm) reflectance less than 37 percent, as measured using a Perkin Elmer Lambda 1050 spectrophotometer with a Universal Reflectance Accessory. Color: a* and b* (defined by CIE L*a*b* color model) shall not exceed plus 2 or be less than minus 2 as determined in accordance to ASTM E 308.
- D. SOLAMASTER 330 DS-O / 330 DS-C (OPEN/CLOSED CEILING)
1. AAMA/WDMA/CSA 101/IS2/A440, Class CW-PG80, size tested 21 inch (533 mm) diameter, Type TDDOC and Type TDDCC.
 - a. Air Infiltration Test:
 - 1) Air infiltration will not exceed 0.30 cfm/sf aperture with a pressure delta of 1.57 psf across the tube when tested in accordance with ASTM E 283.
 - b. Water Resistance Test:
 - 1) Passes water resistance; no uncontrolled water leakage with a pressure differential of 10.7 psf (512 Pa) or 15 percent of the design load (whichever is greater) and a water spray rate of 5 gallons/hour/sf for 24 minutes when tested in accordance with ICC-ES AC-16, ASTM E 547 and ASTM E 331.
 - c. Uniform Load Test: All units tested with a safety factor of (3) for positive pressure and (2) for negative pressure, acting normal to plane of roof in accordance with ASTM E 330.
 - 1) No breakage, permanent damage to fasteners, hardware parts, or damage to make daylighting system inoperable or cause excessive permanent deflection of any section when tested at a Positive Load of 150 psf (7.18 kPa) or Negative Load of 70 psf (3.35 kPa).

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Data sheets showing roof dome assembly, flashing base, reflective tubes, diffuser assembly, and accessories.
 4. Installation requirements.
- C. Shop Drawings. Submit shop drawings showing layout, profiles and product components, including rough opening and framing dimensions, anchorage, roof flashings and accessories.
- D. Electrical wiring diagrams and recommendations for power and control wiring.
- E. Verification Samples: As requested by Architect.
- F. Test Reports: Independent testing agency or evaluation service reports verifying compliance with specified performance requirements.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Engaged in manufacture of tubular daylighting devices for minimum 20 years.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact.
- B. Store products in manufacturer's unopened packaging until ready for installation.

1
2 **1.7 PROJECT CONDITIONS**

- 3 A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by
4 manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's
5 absolute limits.
6

7 **1.8 WARRANTY**

- 8 A. Daylighting Device: Manufacturer's standard warranty for 10 years.
9

10 **PART 2 - PRODUCTS**

11 **2.1 MANUFACTURERS**

- 12 A. Acceptable Manufacturer: Solatube International, Inc., which is located at: Solatube International 2210 Oak Ridge
13 Way; Vista, CA 92081-8341; Toll Free Tel: 888-765-2882; Tel: (760) 477-1120; Fax: (760) 597-4488;
14 Email:[request info \(commsales@solatube.com\)](mailto:request info (commsales@solatube.com)); Web:<http://www.solatube.com>
15 B. Requests for substitutions will be considered in accordance with provisions of Section 01 25 13.
16

17 **2.2 TUBULAR DAYLIGHTING DEVICES**

- 18 A. Tubular Daylighting Devices General: Transparent roof-mounted skylight dome and self-flashing curb, reflective tube,
19 and ceiling level diffuser assembly, transferring sunlight to interior spaces; complying with ICC AC-16.
20 B. SolaMaster Series: Solatube Model 330 DS, 21 inch (530 mm) Daylighting System:
21 1. Model:
22 a. Solatube Model 330 DS-C Closed (Penetrating) Ceiling. AAMA Type TDDCC.
23 2. Capture Zone:
24 a. Roof Dome Assembly: Transparent, UV and impact resistant dome with flashing base supporting dome and
25 top of tube.
26 1) Dome Glazing: Type DA, 0.143 inch (3.7 mm) minimum thickness injection molded acrylic classified as
27 CC2 material; UV inhibiting (100 percent UV C, 100 percent UV B and 98.5 percent UV A), impact
28 modified acrylic blend.
29 2) Tube Ring: Attached to top of base section; 0.090 inch (2.3 mm) nominal thickness injection molded
30 high impact PVC; to prevent thermal bridging between base flashing and tubing and channel
31 condensed moisture out of tubing. Attached to the base of the dome ring using butyl glazing rope
32 0.24 inch (6 mm) diameter; to minimize air infiltration.
33 3) Dome Seal: Adhesive backed weatherstrip, 0.63 inch (16 mm) tall by 0.28 inch (7 mm) wide.
34 4) LightTracker Reflector, made of aluminum sheet, thickness 0.015 inch (0.4 mm) with Spectralight
35 Infinity. Positioned in the dome to capture low angle sunlight.
36 b. Flashings:
37 1) Roof Flashing Base:
38 a) One Piece: One piece, seamless, leak-proof flashing functioning as base support for dome and top
39 of tube. Sheet steel, corrosion resistant conforming to ASTM A 653/A 653M or ASTM A 463/A
40 463M or ASTM A792/A 792M, 0.028 inch (0.7 mm) plus or minus .006 inch (.015 mm) thick.
41 1) Base Style: Type FC, Curb cap, with inside dimensions of 27 inches by 27 inches (685 mm by
42 685 mm) to cover curb as specified in Section 07600.
43 3. Transfer Zone:
44 a. Extension Tubes: Aluminum sheet, thickness 0.018 inch (0.5 mm).
45 1) Reflective Tubes:
46 a) Reflective extension tube, Type EXX and Type EL with total length of run as required.
47 b) Interior Finish: Spectralight Infinity with INFRAREDuction Technology combining ultra-high Visible
48 Light reflectance with Ultra-low Infrared (IR) reflectance.
49 2) Tube Options
50 a) Top Tube Angle Adapter and Bottom Tube Angle Adapter Kit: Type AK, reflective 45 degree
51 adjustable top and bottom angle adapters (one each), 16 inches (406 mm) long
52 4. Delivery Zone:
53 a. Diffuser Assemblies for Tubes Penetrating Ceilings: Ceiling mounted box transitioning from round tube to
54 square ceiling assembly, supporting light transmitting surface at bottom termination of tube 23.8 inches by
55 23.8 inches (605 mm by 605 mm) square frame to fit standard suspended ceiling grids or hard ceilings.
56 1) Polymeric Transition Box: Type TP, round-to-square transition box made of opaque polymeric material,
57 classified as CC2, Class C, 0.110 inch (2.8 mm) thick.

- 1 2) Lens: Type L2 Prismatic lens design to maximize light output and diffusion with extruded aluminum
2 frame and EPDM foam seal to minimize condensation and bug, dirt and air infiltration per ASTM E 283.
3 Visible Light Transmission shall be greater than 90 percent at 0.100 inches (2.5 mm) thick. Classified as
4 CC2.
5 5. Catalog Number: S330DS-C-DA-FC-CCI-AK-EXX-TP-L2
6

7 **2.3 ACCESSORIES**

- 8 A. Fasteners: Same material as metals being fastened, non-magnetic steel, non-corrosive metal of type recommended
9 by manufacturer, or injection molded nylon.
10 B. Suspension Wire: Steel, annealed, galvanized finish, size and type for application and ceiling system requirement.
11 C. Sealant: Polyurethane or copolymer based elastomeric sealant as provided or recommended by manufacturer.
12

13 **PART 3 - EXECUTION**

14 **3.1 EXAMINATION**

- 15 A. Do not begin installation until substrates have been properly prepared.
16 B. Examine openings, substrates, structural support, anchorage, and conditions for compliance with requirements for
17 installation tolerances and other conditions.
18 C. If substrate and rough opening preparation is the responsibility of another installer, notify Architect of unsatisfactory
19 preparation before proceeding.
20

21 **3.2 PREPARATION**

- 22 A. Clean surfaces thoroughly prior to installation.
23 B. Coordinate requirements for power supply, conduit and wiring.
24 C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate
25 under the project conditions.
26

27 **3.3 INSTALLATION**

- 28 A. Install in accordance with manufacturer's printed instructions.
29 B. Coordinate installation with substrates, air and vapor retarders, roof insulation, roofing membrane, and flashing to
30 ensure that each element of the Work performs properly and that finished installation is weather tight.
31 1. Install flashing to produce weatherproof seal with curb and overlap with roofing system termination at top of
32 curb.
33 2. Provide thermal isolation when components penetrate or disrupt building insulation. Pack fibrous insulation in
34 rough opening to maintain continuity of thermal barriers.
35 3. Coordinate attachment and seal of perimeter air and vapor barrier material.
36 C. Where metal surfaces of tubular unit skylights will contact incompatible metal or corrosive substrates, including
37 preservative-treated wood, provide permanent separation as recommended by manufacturer
38 D. Align device free of warp or twist, maintain dimensional tolerances.
39 E. After installation of first unit, field test to determine adequacy of installation. Conduct water test in presence of
40 Owner, Architect, or Contractor, or their designated representative. Correct if needed before proceeding with
41 installation of subsequent units.
42 F. Inspect installation to verify secure and proper mounting. Test each fixture to verify operation, control functions, and
43 performance. Correct deficiencies.
44

45 **3.4 CLEANING**

- 46 A. Clean exposed surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and
47 finishes. Remove excess sealants, glazing materials, dirt, and other substances.
48

49 **3.5 PROTECTION**

- 50 A. Protect installed products until completion of project.
51 B. Touch-up, repair or replace damaged products before Substantial Completion.
52

53 END OF SECTION
54
55
56

**SECTION 10 22 26
FOLDING DOORS AND PARTITIONS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 DESCRIPTION OF WORK:

- A. Extent of Folding Doors and Partitions is shown on the Drawings and in Schedules. Types of folding doors and partitions required include the following:
- 1) Manually operated flat wall type folding partitions.
 - 2) Self-supporting truss system for use with folding panel partition.

1.3 QUALITY ASSURANCE:

- A. Installer Qualifications: Experienced installer with not less than three years of successful experience in installation of units similar to those required for this project and who is certified in writing by the partition manufacturer as qualified to install the manufacturer's partition systems.
- B. Sound Transmission Classification (STC): Where shown, provide folding partition units capable of achieving STC rating indicated, when tested in accordance with procedures of ASTM E90.
- C. Flame Spread Rating: Use only facing materials which have a Flame Spread Rating of 25 or less when tested in accordance with ASTM E84.

1.4 SUBMITTALS:

- A. Product certificates signed by manufacturers of operable panel partitions certifying that their products comply with specified requirements.
- B. Product Data: Submit manufacturer's technical data and installation instructions for each type of operable partition.
- C. Certifications: Submit certifications by independent testing laboratories for the following:
- STC rating
 - Flame Spread Rating
- D. Samples for verification purposes of each type of panel finish face indicated; in sets for each color, texture and pattern specified, showing a full range of variations expected in these characteristics.
- E. Panel Finish Face: Manufacturer's standard size unit, not less than 3 inches square.
- F. Panel Edge Material: Manufacturer's standard size unit, not less than 3 inches square.
- G. Shop Drawings: Submit shop drawings showing location(s) and extent of folding partitions, complete sections, details and field-verified dimensions. Shop drawings shall fully detail:
- 1) Track and anchorage to self-supporting truss system
 - 2) Overhead stack track assembly with panels in stack area
 - 3) Panel carriers, locations and operating details
 - 4) Bottom retractable seals for manually operated partitions
 - 5) Vertical seals on panels
 - 6) Panel construction
 - 7) Self-supporting truss system including posts, attachment plates, sway bracing, etc.
- H. Template drawings prepared by manufacturer showing location of items supported or anchored by permanent construction.
- I. Maintenance data for panel finish face to include in the "Operating and Maintenance Manual."
- J. Precautions for cleaning materials and methods that could be detrimental to finishes and performance.
- K. Samples for initial selection purposes in the form of manufacturer's color charts showing a full range of colors, textures and patterns available for each type panel finish face indicated.

1.5 DELIVERY, STORAGE AND HANDLING:

1 This Contractor shall be responsible for all freight charges and receiving, unloading and moving of materials to site. Factory
2 wrap all panels in heavy plastic prior to crating and hang panels with protective plastic wrap in place. Remove wrapping to
3 complete installation.
4

5 **1.6 GUARANTEE:**

6 Guarantee partitions and installation under normal usage for a period of two (2) years after substantial
7 completion.
8

9 **PART 2 - PRODUCTS**

10 **2.1 ACCEPTABLE MANUFACTURERS:**

- 11 A. Manufacturer: Provide each type of operable partition assembly as a complete unit manufactured by one
12 manufacturer, including necessary hardware, fittings, accessories and anchorages.
13 B. Provide operable partitions by the following modified to be in strict conformance with these specifications:
14 1) Manually operated partitions: HUF COR: Model 632 or approved equal
15 2) Self-supporting truss system: HUF COR: Model U900 Unispan or approved equal
16 C. Other manufacturers may bid in strict conformance with specified function, utility, operation and quality, and
17 shall modify their partitions to be in full compliance with this specification, subject to Architect's approval prior to
18 bidding.
19

20 **2.2 MANUALLY OPERATED FLAT PANEL TYPE FOLDING PARTITIONS:**

- 21 A. Manually operated partition shall be top supported and hinged in pairs with an STC rating of 50, plus or minus 1
22 STC. Panels shall have a minimum panel thickness of 3.5". Color as selected from manufacturer's standards with
23 width of panels not to exceed 48".
24 B. Track and Suspension System: Unispan U900 self-supporting truss system.
25 C. Panels: Partition shall consist of equal size panels, 3.5" thick and not to exceed 48" wide. Panel faces shall be
26 standard vinyl fully laminated to minimum 1/2" gypsum board backer. Faces shall be mounted in full perimeter
27 metal frames to enclose and protect all edges of the surface material. Panels using wood frame construction
28 either internally or externally not permitted. Panel faces shall be removable and replaceable on the job site.
29 D. Panel configuration: Panels shall be hinged in pairs. No single panels or 3 panel groups will be acceptable.
30 E. Panel hinges shall be integral with or concealed by metal edge frame. Butt type hinges protruding more than
31 1/4" from panel face shall not be acceptable.
32 F. Weight of panels shall not exceed 9 pounds per square foot.
33 G. Sound seals shall be as follows: VERTICAL seals between panels shall be deep nesting tongue and groove type,
34 minimum of 7/8" deep. Bottom horizontal mechanical seals shall be operated simultaneously by a removable
35 handle concealed in the panel edge. Top seals to be constant contact type. The seals shall not contact the floor
36 during movement of the panels. Operation of the seals shall require no more than a 180 degree turn of the
37 handle. Operating mechanism shall be located approximately 42" above finished floor. Horizontal floor seals
38 shall provide for minimum 2" clearance and exert minimum of 40 pounds of downward stabilizing pressure
39 when extended. Mechanical seals shall allow panels to be locked into place anywhere along
40 track runs independent of other panels. Seals for all panels within hinged group shall operate simultaneously.
41 H. Jambs: Lead panel to have 1" vinyl bulb type compression seal. Provide bulb type acoustical seal on face of last
42 panel, sealing against adjacent wall. No hinged closure panels, attached to either the wall or last panel, or fixed
43 wall jambs permitted for partitions.
44

45 **2.3 SELF-SUPPORTING TRUSSES**

- 46 A. Truss: Fabricate truss of steel and aluminum components. Bolt together truss shall have anodized aluminum top
47 and bottom chords with integral anodized aluminum track and steel cross-members.
48 B. Posts: End columns shall be 2.5" x 5" clear anodized aluminum posts. Posts shall be attached to the truss with
49 steel brackets and bolts and anchored to the floor with concealed fasteners.
50 C. Anchorage: Provide sway bracing as required for lateral support to existing steel joists.
51

52 **2.4 FINISHES:**

- 53 A. Self-supporting Truss System: Exposed track, trim and posts to be clear anodized aluminum.

- 1 B. Panel Frames: Frames shall be steel with gray, lambs wool or dark brown powder coat finish, as selected by
2 Architect. Verify selections.
3 C. Panel Faces: Standard type 2 vinyl as selected from manufacturer's color card. Submit standard
4 colors to architect for selection.
5

6 **PART 3 - EXECUTION**

7 **3.1 EXAMINATION:**

- 8 A. Examine flooring, structural support and opening for compliance with requirements for installation tolerances
9 and other conditions affecting performance of operable panel partitions.
10 B. Do not proceed with installation until unsatisfactory conditions have been corrected.
11

12 **3.2 INSTALLATION:**

- 13 A. Install operable panel partitions and accessories complying with ASTM E 557 after other finishing operations,
14 including painting, have been completed.
15 B. Partition Contractor is responsible for carrying panels and support system into room as required for installation.
16 C. Install operable panel partitions that conform to Drawings and approved shop drawings and in
17 strict compliance with manufacturer's written installation instructions.
18 D. Match operable panel partitions for color and pattern by installing partitions from cartons in same sequence as
19 manufactured and packaged, if so numbered. Broken, cracked, chipped or deformed panels are not acceptable.
20 E. Acoustical Units: Install units with STC rating so that seals are in contact with entire perimeter
21 when unit is in closed position, forming light-tight barrier.
22

23 **3.3 ADJUSTMENTS:**

- 24 A. Adjust units as necessary and lubricate bearings and sliding parts. Assure smooth, quiet operation without
25 warping or binding. Check and readjust operating hardware so that latches engage accurately and positively
26 without forcing and binding.
27

28 **3.4 DEMONSTRATION:**

- 29 A. Start-up Services: Provide the services of a factory-authorized service representative to provide start-up service
30 and to demonstrate and train Owner's representative.
31 B. Train Owner's representative on procedures and schedules related to start-up and shut down, troubleshooting,
32 servicing and preventative maintenance.
33 C. Review data in the "Operating and Maintenance Manual."
34
35

36 END OF SECTION 10 22 26
37



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Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

June 25, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 2
City of Madison, Engineering Department**

**CONTRACT NO. 7769
SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Sycamore Ave. Public Works Maintenance Facility – Office Remodel Project, City of Madison, Contract #7769, as issued on May 15, 2019** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Sign-in Sheets from both Pre-bid Site/Building Tours**
- **Drawings G001 & A100**

Please attach these Addendum documents to the Drawings (Exhibit A), Specifications (Exhibit B), and Proposal Specifications in your possession.

1. **GENERAL CONTRACT CONDITIONS**

A. **Section 104.2, Page D-2:** Reference document added to bid package – REF DOC 5 includes construction documents of East Side Public Works Maintenance Facility – Phase 1, dated November 17, 1976.

2. **GENERAL QUESTIONS AND ANSWERS**

A. Q1: The meeting agenda that was handed out at the site tour had a section for Project Overview. Item vi of the overview states “Replacement of existing fire sprinkler system”. However, the FP plans and specifications provide instruction to only modify the existing wet system, leaving as much of the existing piping in place as possible. Can you clarify?

A1: Fire Protection System Div 21 spec indicates modification of the existing sprinkler system. In Fire Alarm System Div 28 spec it indicates removal of existing and replacement or upgrade of the existing fire alarm system.

B. Q2: Can more clarification be given on what is included in both of the alternate bids?

A2: Alternate Bid #1 Solar Hot Water System: This alternate will include the installation of owner-furnished solar collectors on roof supports, solar storage tank with heat exchangers, replacement water softener, mixing valve, high pressure washer, RP backflow preventer, related piping, pumps, piping specialties, electrical and controls for a complete solar hot water system.

Bidder to review all plans, specifications, proposal page, and other bidding documents for complete scope of alternate.

A2.1: Alternate Bid #2 Unit D/E Garage Ventilation System Replacement: This alternate will replace the existing garage ventilation system for Unit D/E areas with new make-up air unit, exhaust fans, louvers and roof vents, ductwork specialties and related controls, electrical and gas piping. Bidder to review all plans, specifications, proposal page, and other bidding documents for complete scope of alternate.

C. Q3: Can you share the sign-in sheets?

A3: Yes. See sign-in sheets from both pre-bid building tours.

D. Q4: What is the height of the existing structure in unit B and how high should the walls extend?

A4: The new walls to extend up to the underside of the deck, which varies in height. On the south side of unit B, the top of purlins are 14'-6" AFF. On the north side the top of purlins are at 18'-3" AFF.

E. Q5: Who is responsible for moving the vending machines?

A5: Vending machines to be relocated by the owner.

F. Q6: For the lockers, can you clarify what surfaces should be painted?

A6: All interior and exterior surfaces of the lockers should be painted.

G. Q7: Is the existing roof metal panels or TPO?

A7: The entire roof of the facility is TPO.

H. Q8: What should be done with the Security devices in Unit D?

A8: Existing security devices in Unit B shall be salvaged by the Electrical Trade and reinstalled in the same locations with the new ceiling system.

3. ACCEPTABLE EQUIVALENTS

A. Specification Section 09 51 10 Acoustical Panel Ceilings:

- i. USG Mars High NRC Acoustical Panels are an approved equal for ACT-1, Armstrong Calla tiles.
- ii. USG Sheetrock Lay-in Panels are an approved equal for ACT-2, Armstrong Kitchen Zone tiles.
- iii. Donn brand DX/DXL grid is an approved equal for Armstrong Prelude 15/16 grid.

4. SPECIFICATIONS

A. Specification 06 41 00 – Architectural Woodwork

- i. In Section A, Line 17, Change "Pionite" to "WilsonArt".
- ii. In section A, Line 18, Change "AG331-S" to "8201K-60".
- iii. In section A, Line 19, Change "Stonedust Crepe" to "Grey Elm"
- iv. In section C, Line 30, Change "Pionite" to "WilsonArt".
- v. In section C, Line 31, Change "MB0601-S" to "1500-12".
- vi. In section C, Line 32, Change "Vermont Granite" to "Grey"

5. **DRAWINGS**

A. Architectural

- i. **Drawing G001: (Remove and replace with attached sheet):** Partition type FS5 added.
- ii. **Drawing A100: (Remove and replace with attached sheet):** Partition callouts revised in rooms 115, 116, 117, 122, 123, 124.

6. **PROPOSAL SPECIFICATIONS**

A. No Change.

Please 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:

| | |
|---|--|
| The Project Architect for this contract is: | The City Project Manager for this contract is: |
| <u>Destree Design Architects</u> Jeremy Cynkar PH: 608-512-1883 Email: jcynkar@destreearchitects.com | <u>City of Madison</u> Brent Pauba PH: 608-266-4092 Email: bpauba@cityofmadison.com |

Sincerely,



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

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL

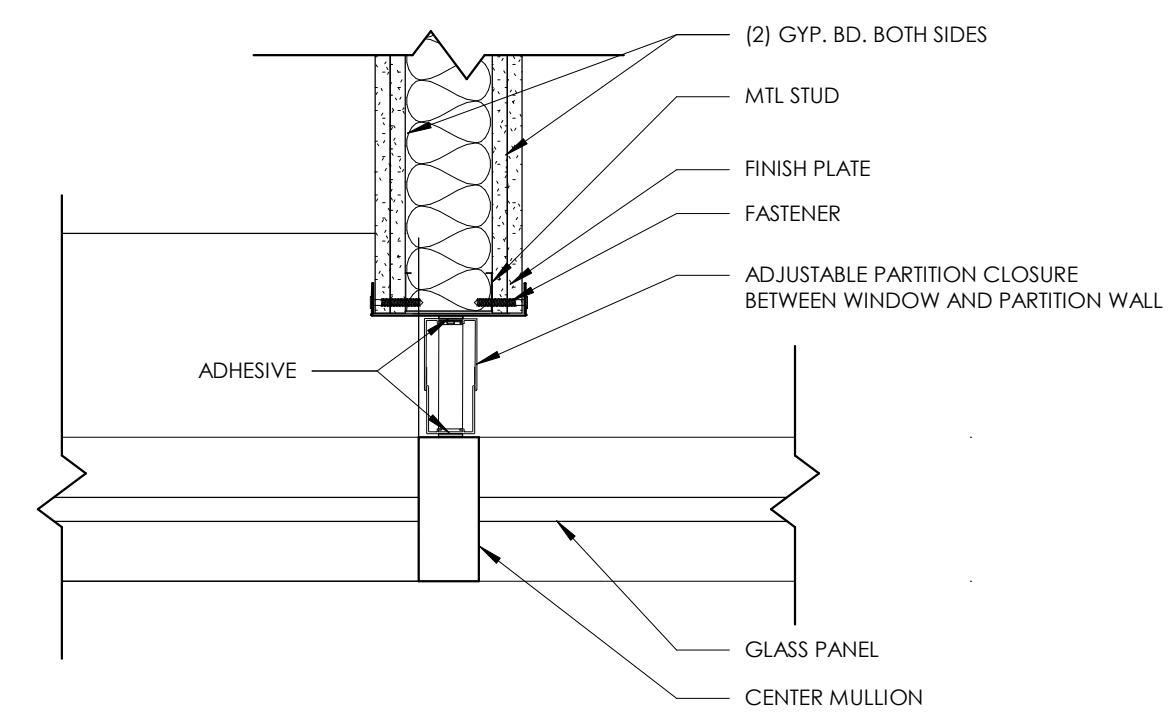
PROJECT Contract # 7769

Pre-Bid Site / Building tour

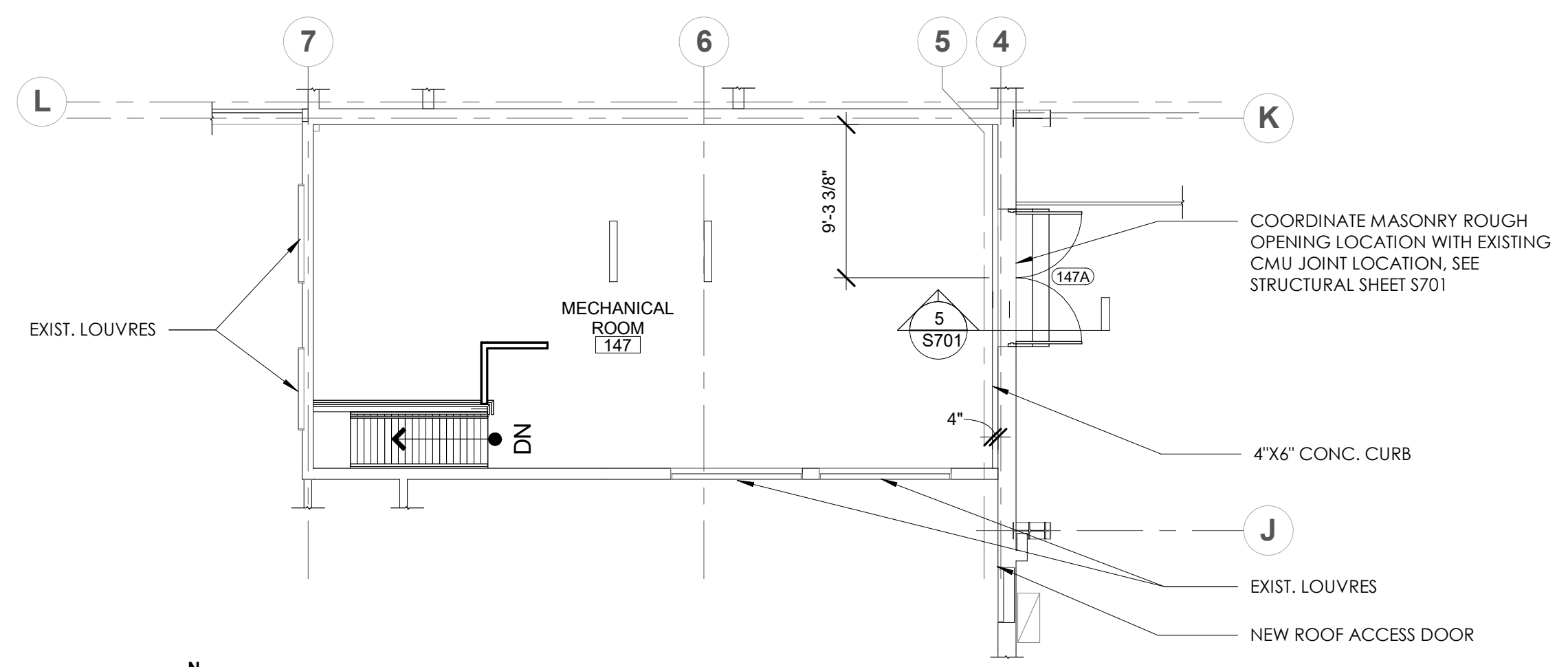
Thursday, June 13, 2019, 1:00 pm

**ATTENDEES
PLEASE SIGN-IN**

| NAME | COMPANY | EMAIL | PHONE |
|------------------|-------------------------------|-------------------------------------|----------------|
| Bryan Buenzli | National Construction Inc. | bryan@nci.roberts.com | 608-341-9766 |
| Steve & Ingrid's | ELECT DIMENSION | Steve@mail.edi.com | 608-845-3006 |
| UIDIA FRIAS | MIRCON | uidia.frias@mircon-construction.com | 920 779 7169 |
| Chris Hoffmann | Summit Companies | chhoffmann@summitcos.com | 608 516 7514 |
| Don Otkin | Summit Companies | dotkin@summitcos.com | 608-212-8043 |
| Ben Olson | Amigo Construction | Ben@amigo-construction.com | 608-213-3792 |
| MIKE HEIN | HEIN ENGR GRP | mhein@heinengr.com | 608-288-9260 |
| Jess Town | Ahern | jtown@jahern.com | 608-514-4393 |
| Clayton Tibbets | HOOPER CORP | CTibbets@hoopercorp.com | 608-516-5537 |
| DAVE PAULUS | AIR TEMPERATURE | DAVE@AIRTEMPERATURE.WI | 608-438-1245 |
| Dan Schultze | Hooper Corp | dschultze@hoopercorp.com | 608-212-4874 |
| BRYAN COOPER | FACILITIES CITY OF MADISON | BCOOPER@CITYOFMADISON.com | 608-698-6789 |
| SEAN WRIGHT | DAVE JONES INC | SWRIGHT@DAVEJONESINC.com | 608-225-3225 |
| Sam Briggs | Pieper Electric | Sam.briggs@pieperelectric.com | 608-279-1495 |
| JEREMY VASKE | SULLIVAN DB | JEREMY@SULLIVANDESIGNBUILD.com | (609) 257 2289 |



4 END WALL AT STOREFRONT
SCALE: 1 1/2" = 1'-0"



2 MECH MEZZANINE
SCALE: 1/8" = 1'-0"

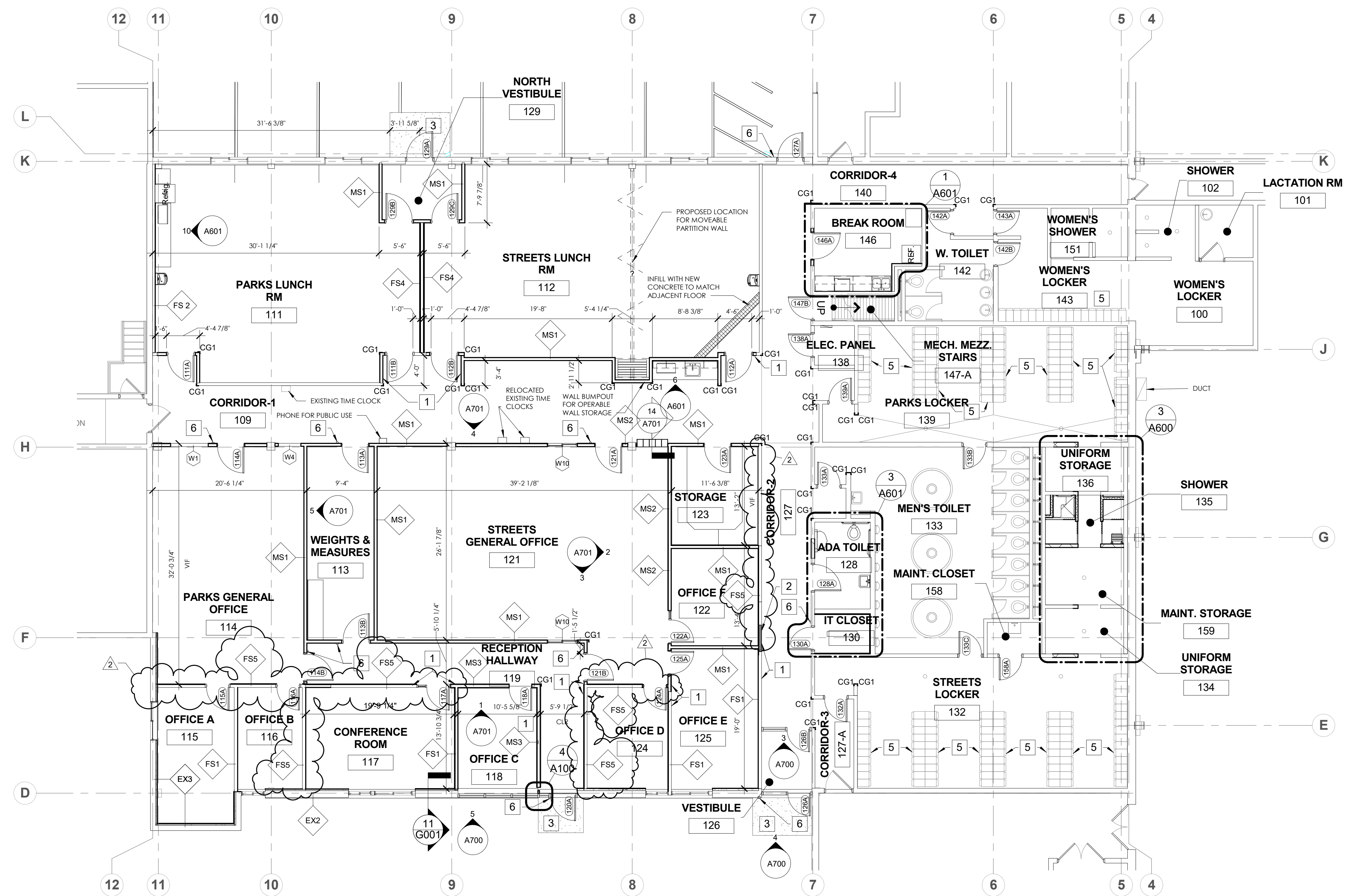
GENERAL NOTES

1. DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS, IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
3. IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS
4. REFER TO ENLARGED PLANS FOR ADDITIONAL WALL TYPE LOCATIONS, DIMENSIONS AND KEYNOTES.
5. PROVIDE CONCEALED, FIRE TREATED BLOCKING AT ALL ACCESSORIES AND CASEWORK LOCATIONS, EXTEND BLOCKING A MINIMUM OF 6" BEYOND EACH END AND 6" ABOVE AND BELOW ALL ACCESSORY ITEMS.
6. REFER TO WALL TYPES SHEET FOR PARTITION WALL TYPES.
7. ALL WALLS WITH SOUND ATTENUATION BLANKETS ARE TO HAVE ACOUSTICAL SEALANT AT TOP AND BOTTOM AND AT ALL WALL PENETRATIONS.
8. ALL PENETRATIONS IN FIRE RATED WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
9. SEE SHEET G001 FOR PARTITION TYPES
10. REFER TO CONSULTANT DRAWINGS FOR OTHER DISCIPLINES
11. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
12. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.
13. FLOORING TO BE STEAM CLEANED AND SEALED IN THE FOLLOWING ROOMS: 132, 133, 134, 135, 136, 139, 142, 143, 151, 158, 159.

KEYNOTES

- 1 ALIGN FINISHES
- 2 PATCH WALL WHERE DOOR IS REMOVED, MATCH EXISTING
- 3 EXIST. CONC. PAD
- 4 NOT USED
- 5 LOCKERS TO BE PAINTED PT-1
- 6 KEYSKAN, SEE ELECTRICAL SHEETS

FLOOR PLAN LEGEND



1 FIRST FLOOR OFFICE REMODEL
SCALE: 1/8" = 1'-0"



222 WEST WASHINGTON AVE. SUITE 310
MADISON, WI 53703
PH: 608.268.1499
www.Destreearchitects.com



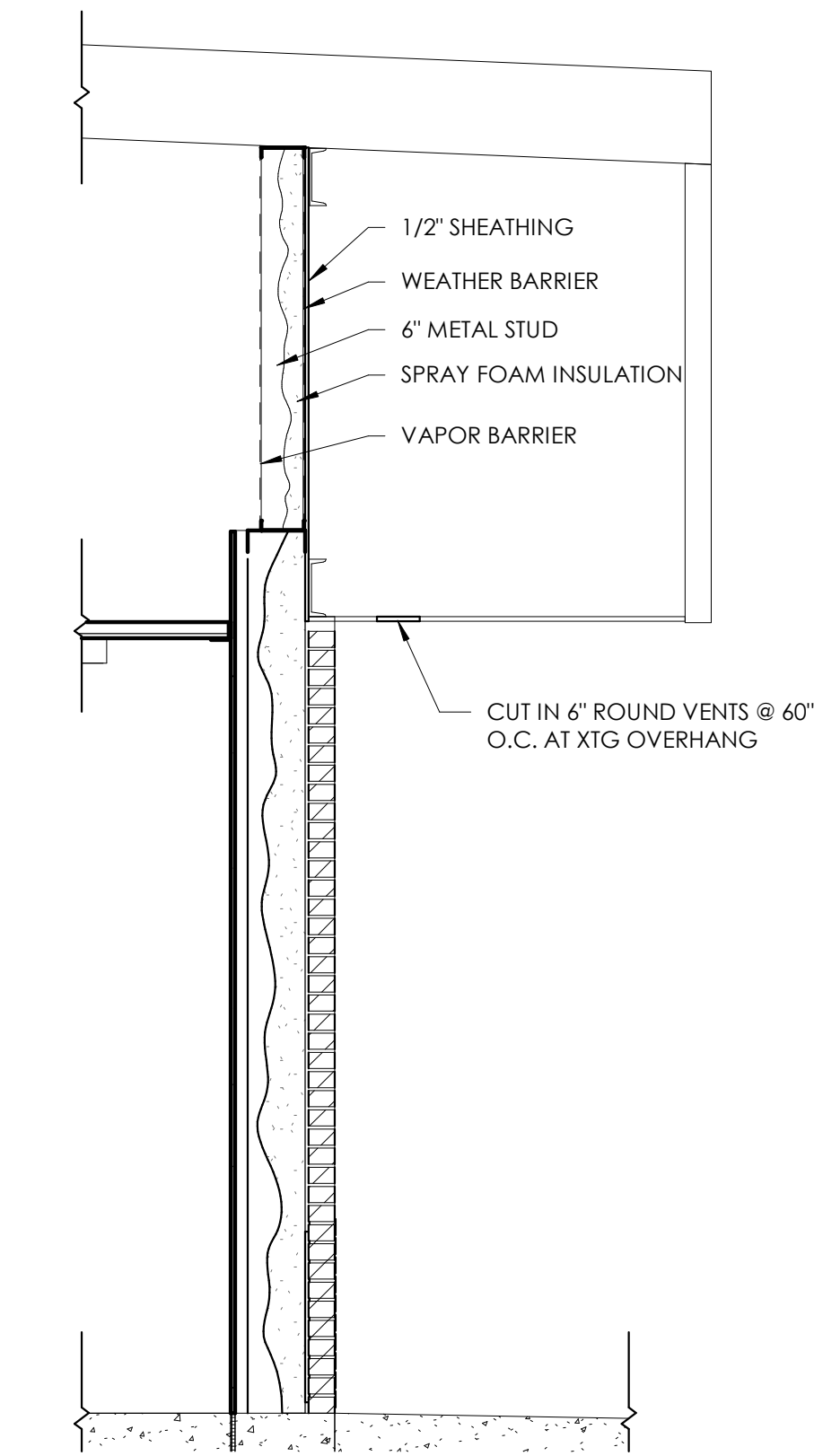
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CITY OF MADISON
EAST STREET OFFICE REMODEL
4602 SYCAMORE AVENUE
MADISON, WI 53704

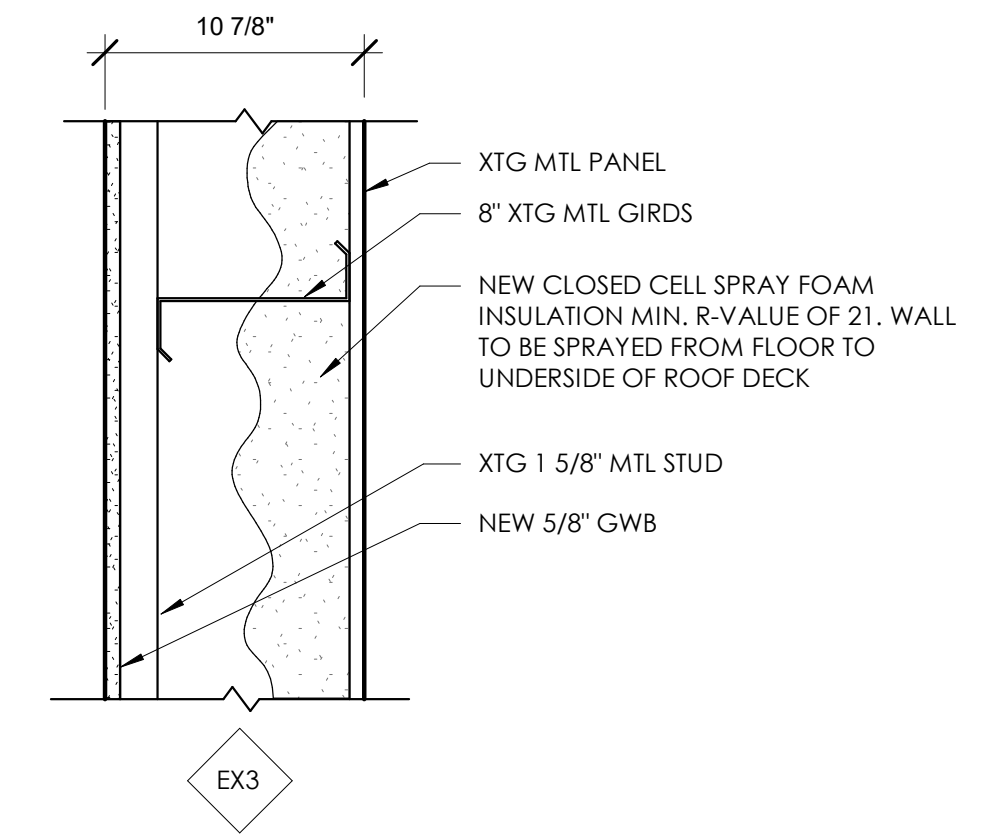
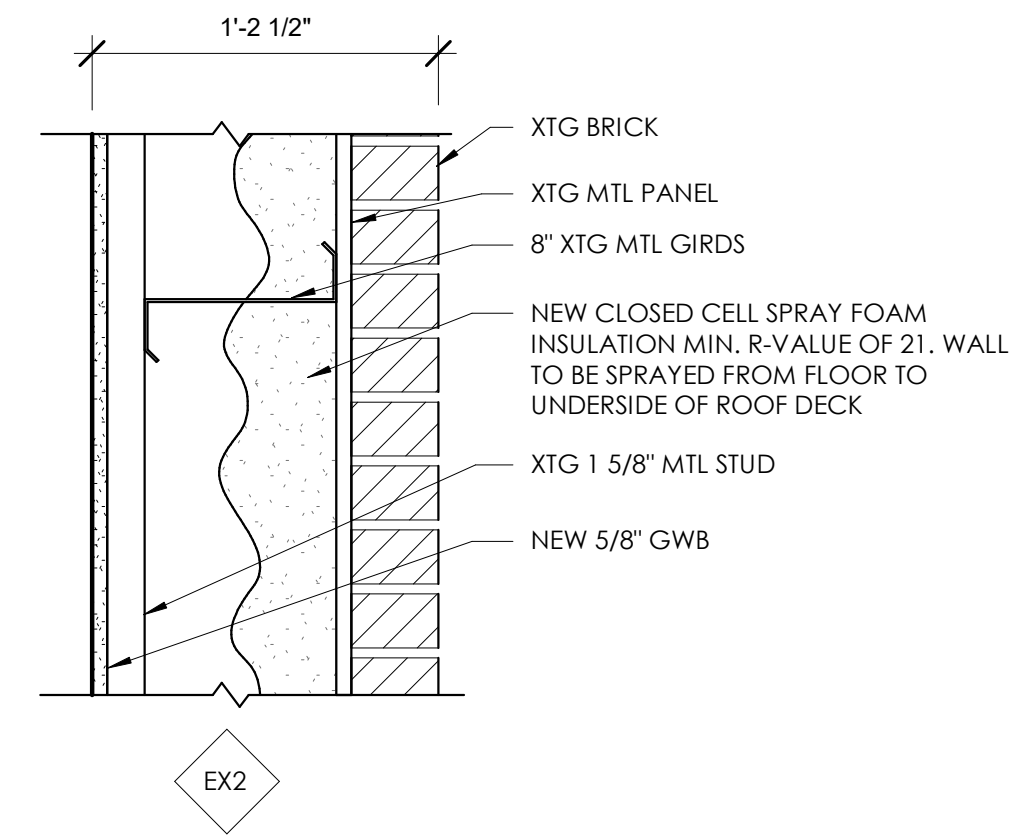
ISSUANCES:
05-15-2019 BID SET
07-02-2019 ADDENDUM 2

PROJECT #: 171118.00
SHEET NUMBER

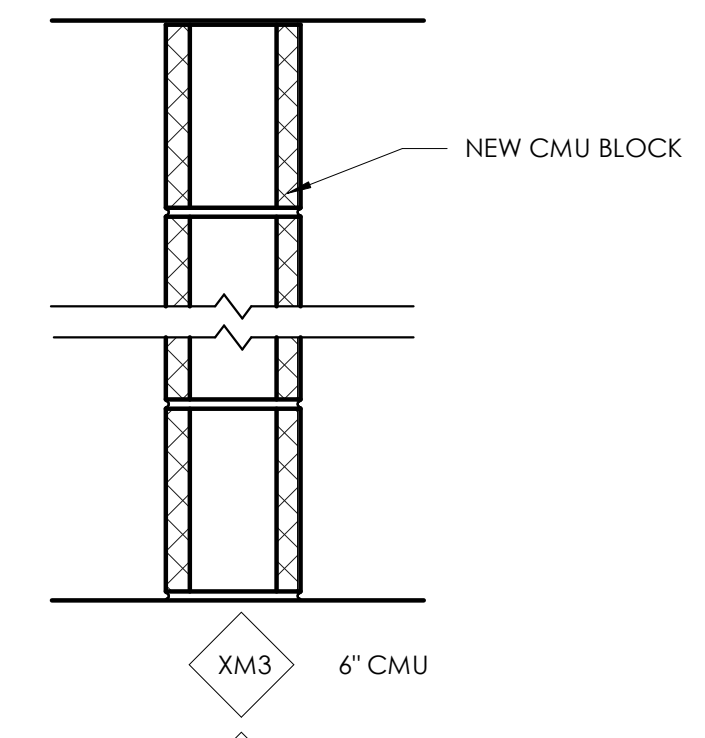
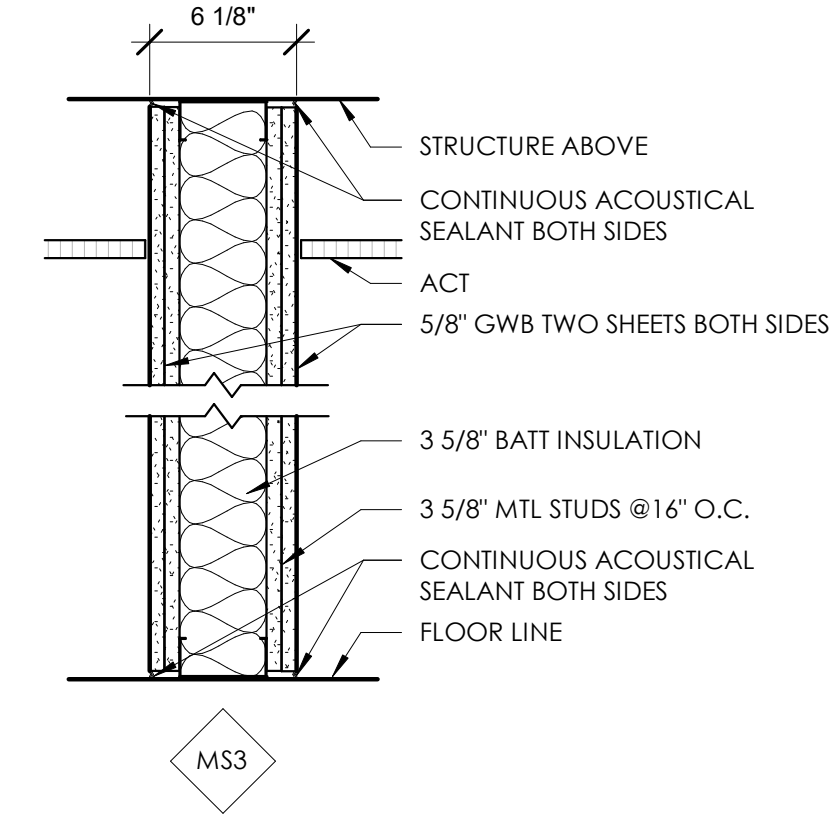
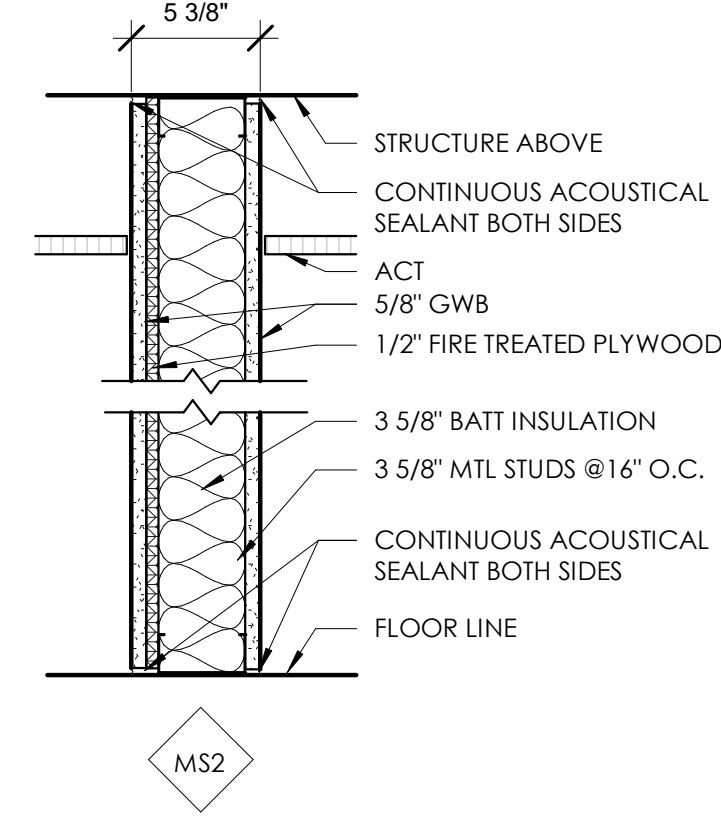
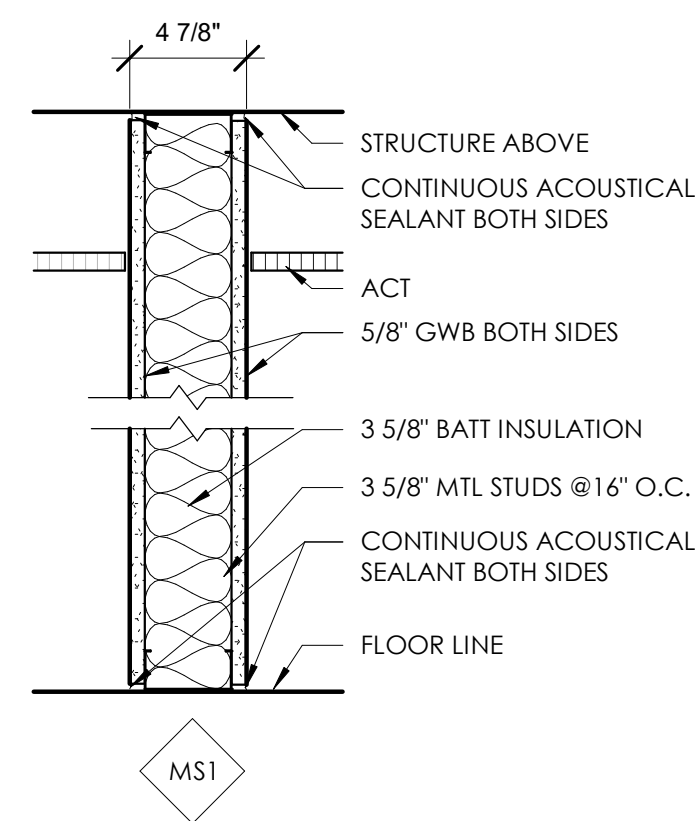
A100



11 SECTION @ SOFFIT
SCALE: 1/2" = 1'-0"



EXTERIOR WALLS

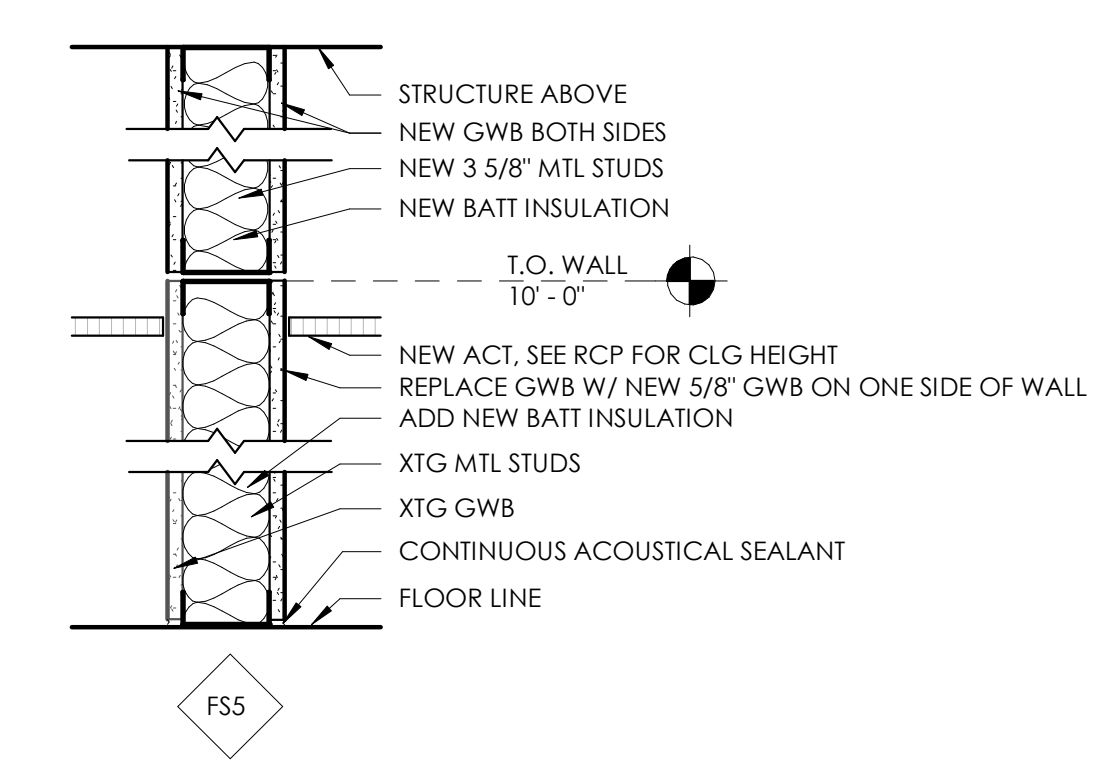
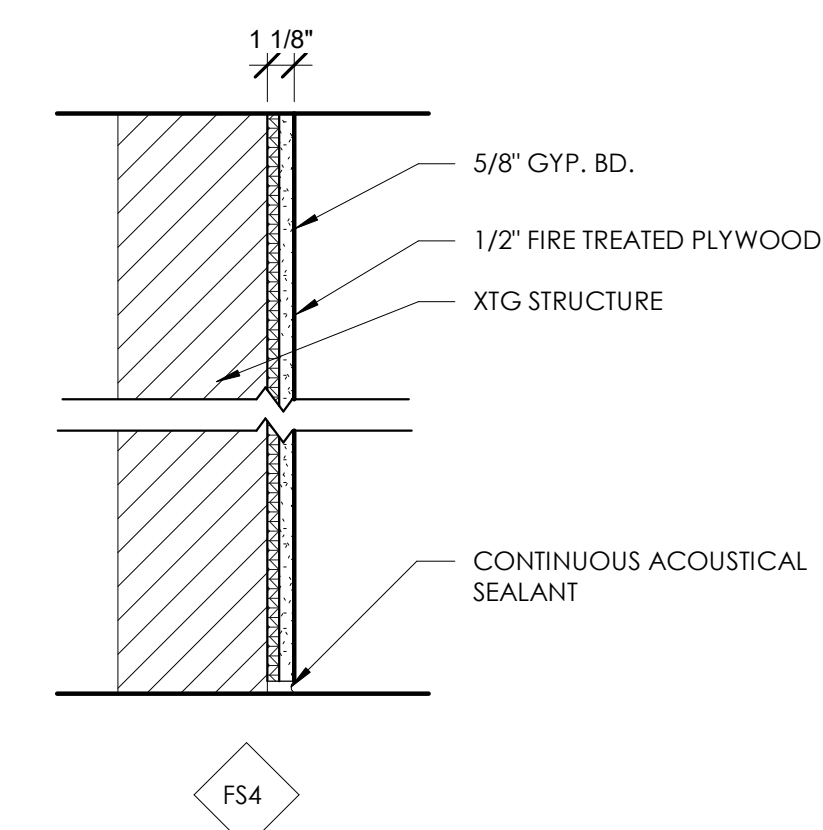
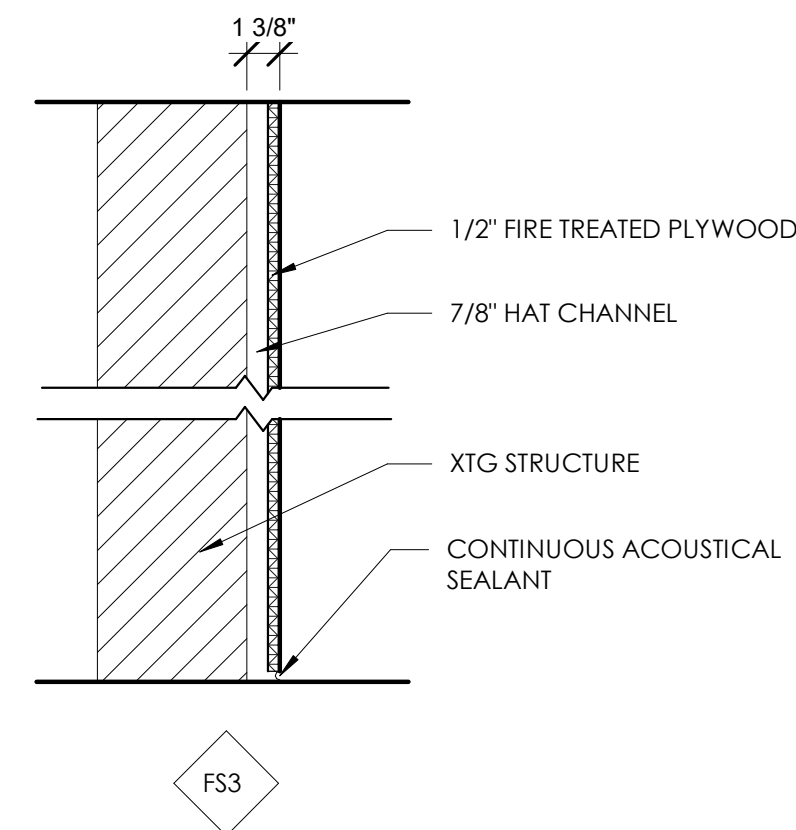
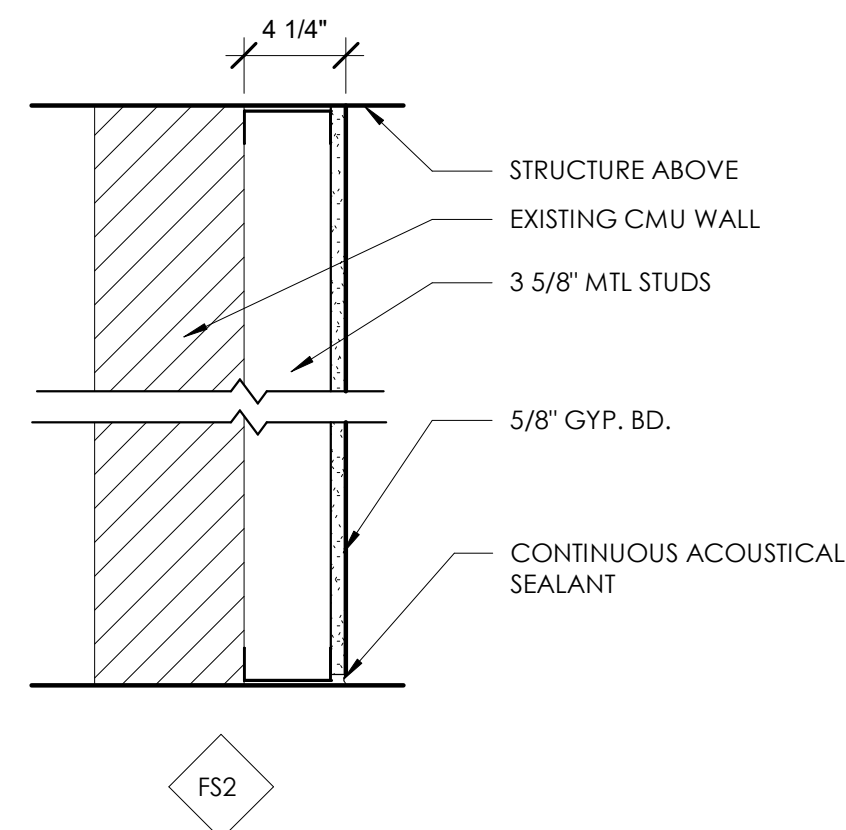
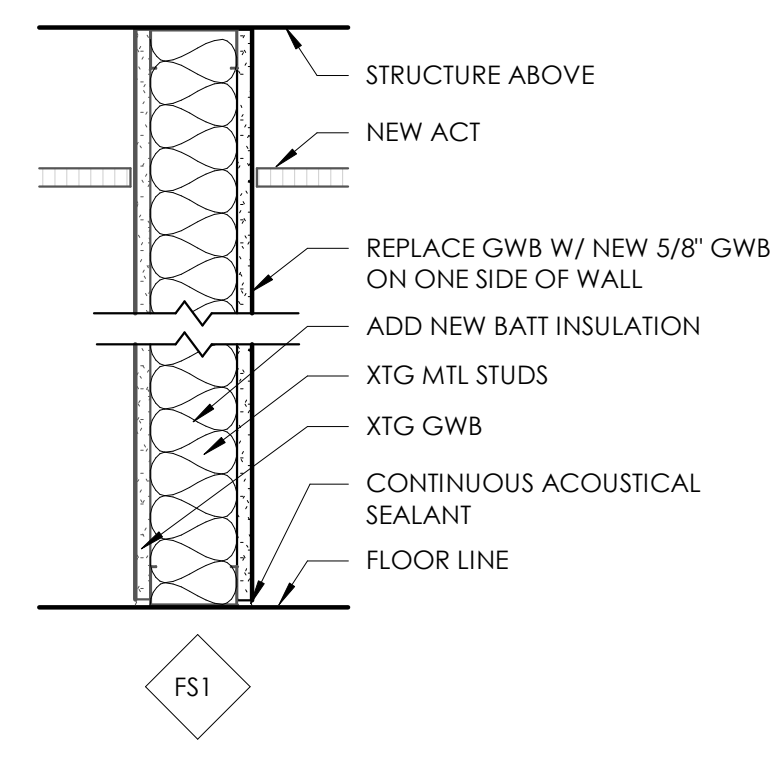


XM3 6\"/>

XM4 8\"/>

XM5 4\"/>

INTERIOR WALL PARTITIONS



XTG INTERIOR WALLS W/ NEW FURRING



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
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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.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

July 2, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 3
City of Madison, Engineering Department**

CONTRACT NO. 7769

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Sycamore Ave. Public Works Maintenance Facility – Office Remodel Project, City of Madison, Contract #7769, as issued on May 15, 2019** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- No Changes.

1. **GENERAL CONTRACT CONDITIONS**

A. Section A, Page A-1: A site/building visit has been added to the Pre Bid schedule on Monday, July 8th, 2019 at 9:00 - 10:30am. During this time prospective contractors may review site conditions at their own pace. Please note: The building will be operational at the time of the site/building visit.

2. **GENERAL QUESTIONS AND ANSWERS**

A. No Changes.

3. **ACCEPTABLE EQUIVALENTS**

A. No Changes.

4. **SPECIFICATIONS**

- A. Prospective Contractor to provide the following concrete sealer as a Basis of Design. Refer to sheet A900 for additional information:
- Manufacturer:** BASF
 - Product:** MasterProtect® H 440 HZ
 - Note:** Contractor to prepare surfaces in accordance with manufacturer's instruction. Clean all surfaces of all sand, surface dust and dirt, oil, grease, chemical films and coatings, and other contaminants prior to application. Power wash, sandblast, or shotblast as necessary to achieve the desired surface condition.
 - Note:** Acceptable equivalents will be evaluated subsequent to selection of a contractor

5. **DRAWINGS**

- A. Sheet A900 Finish Specifications.
 - i. For Conc Seal 1: Add the "BASF" as the manufacturer.
 - ii. For Conc Seal 1: Add the "MasterProtect H 440 HZ" as the product.
 - iii. For Conc Seal 1: Delete "Application:"

6. **PROPOSAL SPECIFICATIONS**

- A. No Change.

Please 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:

| | |
|---|--|
| The Project Architect for this contract is: <u>Destree Design Architects</u> Jeremy Cynkar PH: 608-512-1883 Email: jcykar@destreearchitects.com | The City Project Manager for this contract is: <u>City of Madison</u> Brent Pauba PH: 608-266-4092 Email: bpauba@cityofmadison.com |
|---|--|

Sincerely,



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



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
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210 Martin Luther King, Jr. Boulevard
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Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

JULY 8, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 4
City of Madison, Engineering Department**

**CONTRACT NO. 7769
SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Sycamore Ave. Public Works Maintenance Facility – Office Remodel Project, City of Madison, Contract #7769, as issued on May 15, 2019** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Drawing AD101**
- **Drawing A700**

Please attach these Addendum documents to the Drawings (Exhibit A), Specifications (Exhibit B), and Proposal Specifications in your possession.

1. **GENERAL CONTRACT CONDITIONS**
 - A. No Change.
2. **GENERAL QUESTIONS AND ANSWERS**
 - A. No Change.
3. **ACCEPTABLE EQUIVALENTS**
 - A. No Change.
4. **SPECIFICATIONS**
 - A. No Change.
5. **DRAWINGS**
 - A. Architectural
 - i. **Drawing AD101: (Remove and replace with attached sheet):** Added Keynote #16 to the keynote legend and to the plan.
 - ii. **Drawing A700: (Remove and replace with attached sheet):** Updated Door Schedule.
6. **PROPOSAL SPECIFICATIONS**
 - A. No Change.

Please 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>

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For questions regarding this bid, contact:

| | |
|--|--|
| The Project Architect for this contract is: <u>Destree Design Architects</u> Jeremy Cynkar PH: 608-512-1883 Email: jcynkar@destreearchitects.com | The City Project Manager for this contract is: <u>City of Madison</u> Brent Pauba PH: 608-266-4092 Email: bpauba@cityofmadison.com |
|--|--|

Sincerely,



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



DESTREE
architecture & design

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MADISON, WI 53703
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CITY OF MADISON
EAST STREET OFFICE REMODEL
4602 SYCAMORE AVENUE
MADISON, WI 53704

ISSUANCES:
05-15-2019 BID SET
07-08-2019 ADDENDUM 4

PROJECT #: 171118.00
SHEET NUMBER

AD101

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DEMOLITION GENERAL NOTES

- EXISTING CEILING AND LIGHTS TO BE REMOVED IN THE ENTIRE WORK AREA.
- REMOVE ITEMS DESIGNATED BY DASHED LINES. VERIFY CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
- AREAS AND PARTITIONS NOT DASHED OR NOTED TO BE REMOVED SHALL STAY INTACT. REFER TO FLOOR PLAN FOR MORE INFORMATION. PATCH AND REPAIR ADJACENT AREAS AS REQUIRED AFTER DEMOLITION IN ACCORDANCE WITH RENOVATIONS.
- PROVIDE INTERIOR AND EXTERIOR SHORING, BRACING, OR OTHER SUPPORT TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF ELEMENTS TO BE DEMOLISHED AND ADJACENT WORK TO REMAIN. AS REQUIRED.
- PROVIDE TEMPORARY WEATHER PROTECTION DURING INTERVAL BETWEEN DEMOLITION AND INSTALLATION OF NEW CONSTRUCTION TO ENSURE THAT WATER LEAKAGE DOES NOT DAMAGE THE STRUCTURE.
- UTILITY SERVICE: MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS.
- EXISTING SERVICES/SYSTEMS TO BE REMOVED, RELOCATED OR ABANDONED: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEM SERVING AREAS TO BE SELECTIVELY DEMOLISHED.
- VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED BEFORE STARTING SELECTIVE DEMOLITION OPERATIONS.
- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR EXTENT OF MECHANICAL AND ELECTRICAL DEMOLITION.
- DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS. CUT CONCRETE AND MASONRY AT JUNCTURES WITH OTHER ELEMENTS TO REMAIN USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
- REMOVE FROM BUILDING SITE DEBRIS, TRASH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. TRANSPORT AND LEGALLY DISPOSE OF OFF SITE.
- IT IS NOT EXPECTED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE WORK. IF MATERIALS SUSPECTED OF BEING HAZARDOUS ARE ENCOUNTERED, DO NOT DISTURB. IMMEDIATELY NOTIFY ARCHITECT AND OWNER. HAZARDOUS MATERIALS WILL BE REMOVED BY OWNER UNDER SEPARATE CONTRACT.
- BURNING OF REMOVED MATERIALS IS NOT PERMITTED ON PROJECT SITE.
- STORE ITEMS TO BE RELOCATED AND PROTECT FROM DAMAGE.
- COORDINATE DEMOLITION WITH BUILDING OWNER AND OTHER TRADES. CONFIRM EXTENT, TIMING, AND ITEMS TO BE SALVAGED BY BUILDING OWNER.

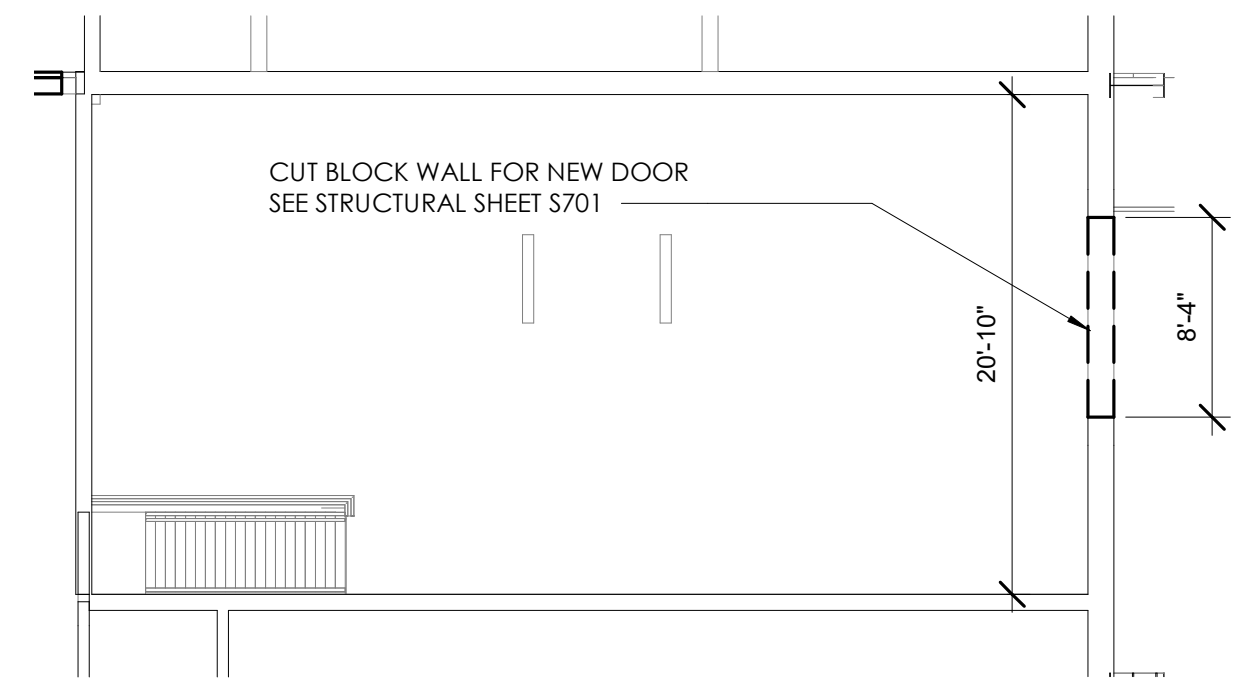
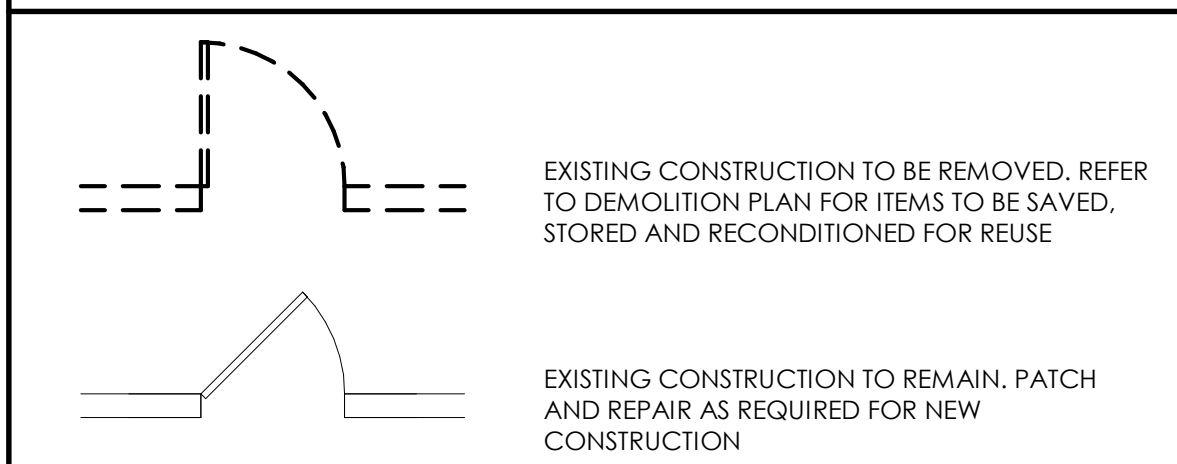
DEMOLITION DEFINITIONS

- REMOVE:** DETACH ITEMS FROM EXISTING CONSTRUCTION AND LEGALLY DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE REMOVED AND SALVAGED OR REMOVED AND REINSTALLED.
- REMOVE AND SALVAGE:** CAREFULLY DETACH FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, AND DELIVER TO OWNER.
- REMOVE AND REINSTALL:** DETACH ITEMS FROM EXISTING CONSTRUCTION. PREPARE FOR REUSE, AND REINSTALL WHERE INDICATED.
- EXISTING TO REMAIN:** EXISTING ITEMS OF CONSTRUCTION THAT ARE NOT TO BE PERMANENTLY REMOVED AND THAT ARE NOT OTHERWISE INDICATED TO BE REMOVED, REMOVED AND SALVAGED, OR REMOVED AND REINSTALLED.

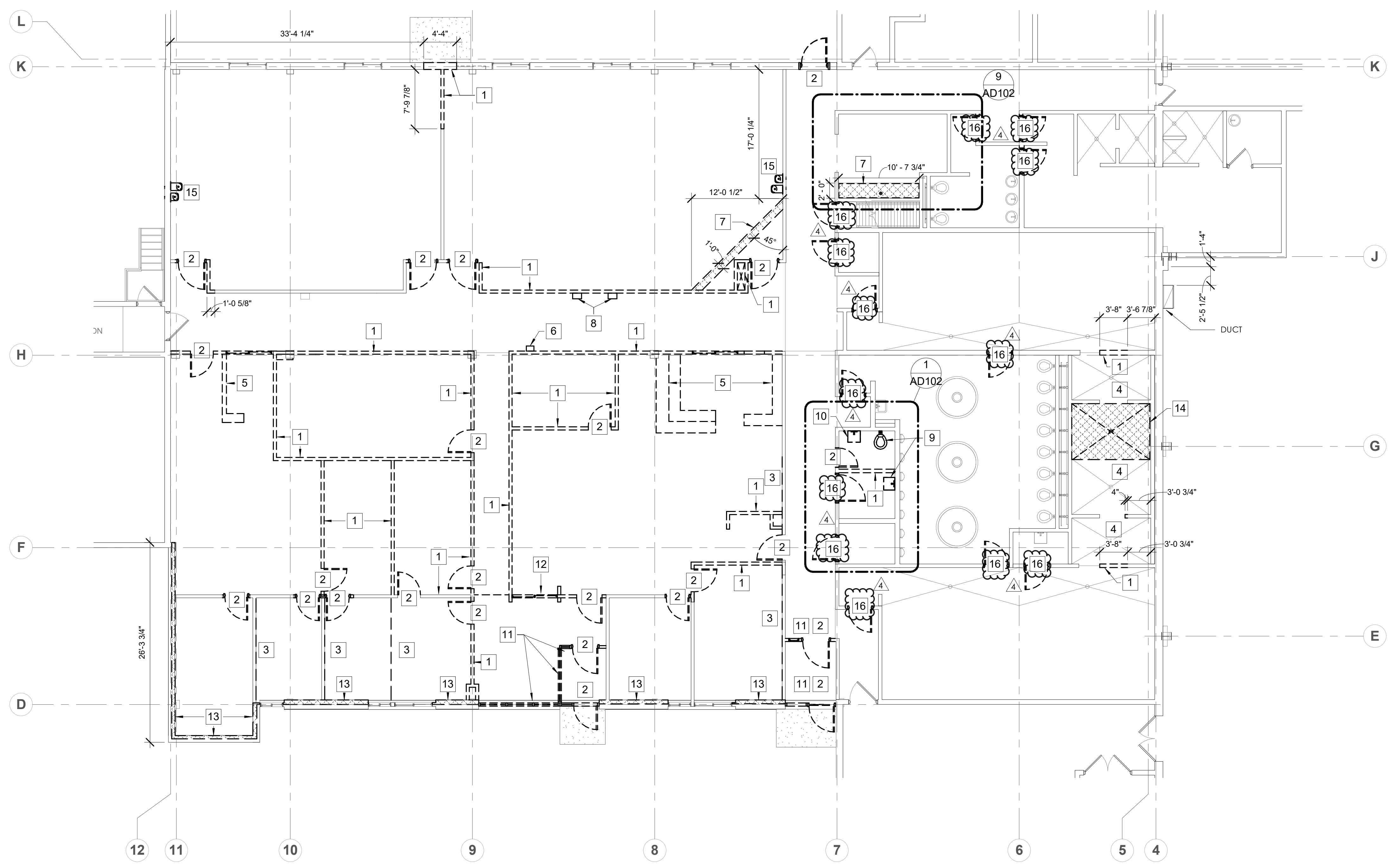
DEMOLITION KEYNOTES

- REMOVE EXISTING WALL
- REMOVE DOOR AND FRAME
- REMOVE GWB
- ABANDON AND CAP SHOWER FIXTURES AND GRAB BARS
- REMOVE EXISTING COUNTER
- REMOVE EXISTING PHONE
- CUT AND REMOVE CONCRETE SLAB, VERIFY LOCATION.
- REMOVE AND SET ASIDE EXISTING TIME CLOCKS FOR RELOCATION
- REMOVE EXISTING PLUMBING FIXTURES
- REMOVE EXISTING SINK AND SET ASIDE FOR RE-USE
- REMOVE STOREFRONT
- REMOVE GLAZING
- REMOVE EXISTING GYP.BD. AND BATT INSULATION TO RECEIVE NEW GYP.BD. AND BATT INSULATION
- FLOOR TO BE RE-SLOPED
- REMOVE EXISTING DRINKING FOUNTAIN
- REMOVE DOOR, XTG FRAME TO REMAIN

DEMOLITION PLAN LEGEND



2 MECH. MEZZANINE DEMO PLAN
SCALE: 1/8" = 1'-0"

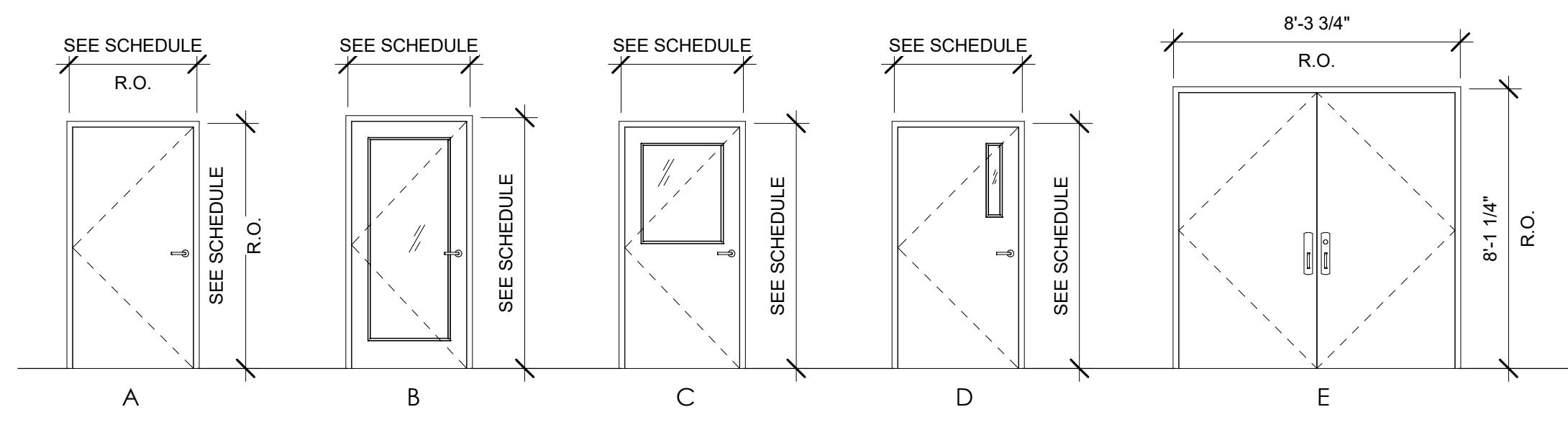


1 FIRST FLOOR OFFICE DEMO PLAN
SCALE: 1/8" = 1'-0"

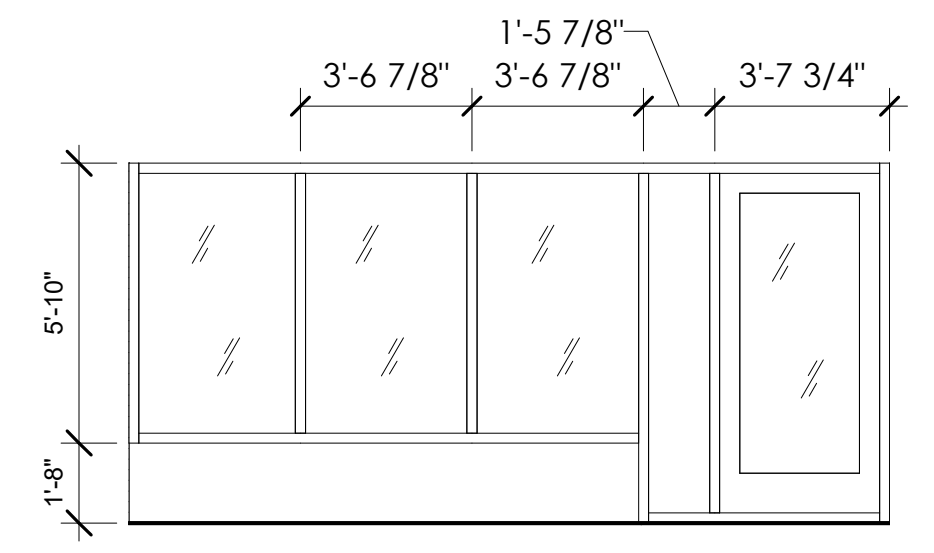
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| DOOR SCHEDULE | | | | | | | | | | |
|---------------|-----------------|--------|------------------|--------------|-----------|------------|-----------|--------|--------|------------------------|
| # | SIZE | THK | MATERIAL | HARDWARE SET | DOOR TYPE | FRAME TYPE | SIDELIGHT | RATING | CLOSER | REMARKS |
| 111A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | HM | - | - | YES | |
| 111B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | HM | - | - | YES | |
| 112A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | HM | - | - | YES | |
| 112B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | HM | - | - | YES | |
| 113A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 2 | C | HM | - | - | YES | |
| 113B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 2 | C | HM | - | - | YES | |
| 114A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 3 | C | HM | - | - | YES | |
| 114B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 2 | C | HM | - | - | YES | |
| 115A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | XTG | - | - | - | |
| 116A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | XTG | - | - | - | |
| 117A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | B | HM | 1'-0" | - | - | |
| 118A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | HM | - | - | YES | |
| 120A | 3'-4"x7'-0" | 1 3/4" | KAWNEER-ALUMINUM | 12 | B | ALUM | SEE ELEVS | - | - | COLOR WHITE |
| 121A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 5 | C | HM | - | - | YES | |
| 121B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 5 | C | HM | - | - | YES | |
| 122A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | HM | 1'-0" | - | - | |
| 123A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 7 | A | HM | - | - | YES | |
| 124A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | XTG | - | - | - | |
| 125A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 4 | A | HM | - | - | - | |
| 126A | 3'-0"x7'-4" | 1 3/4" | KAWNEER-ALUMINUM | 12 | B | ALUM | SEE ELEVS | - | - | COLOR WHITE |
| 126B | 3'-0"x7'-4" | 1 3/4" | KAWNEER-ALUMINUM | 13 | B | ALUM | SEE ELEVS | - | - | COLOR WHITE |
| 127A | 3'-4"x7'-0" | 1 3/4" | HM-PAINT FINISH | 12 | D | HM | - | - | YES | COLOR GRAY |
| 128A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 8 | A | HM | - | - | YES | W/ LOUVER |
| 129A | 3'-6"x7'-0" | 1 3/4" | HM-PAINT FINISH3 | 16 | C | HM | - | - | - | |
| 129B | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 19 | C | HM | - | - | YES | |
| 129C | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 19 | C | HM | - | - | YES | |
| 130A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 9 | A | HM | - | - | YES | |
| 132A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 133A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 133B | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 10 | A | XTG | - | - | YES | W/ LOUVER |
| 133C | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 138A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 9 | A | XTG | - | - | - | |
| 139A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 142A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 142B | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 143A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 1 | A | XTG | - | - | YES | W/ LOUVER |
| 146A | 3'-6"x7'-0" | 1 3/4" | WOOD-BIRCH | 11 | C | HM | - | - | YES | W/ LOCK |
| 147A | (2) 4'-0"x8'-0" | 1 3/4" | HM-PAINT FINISH | 16 | E | HM | - | 3HR | - | COLOR GRAY, MEZZ LEVEL |
| 147B | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 17 | D | XTG | - | - | YES | W/ LOUVER |
| 158A | 3'-0"x7'-0" | 1 3/4" | WOOD-BIRCH | 15 | A | XTG | - | - | YES | |

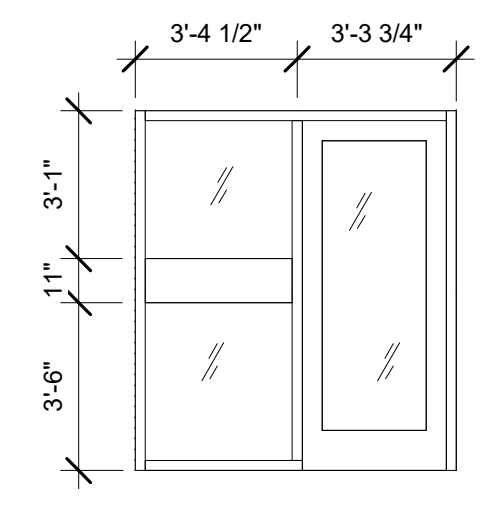
- DOOR NOTES:
- SEE SPECIFICATIONS FOR HARDWARE SET INFORMATION.
 - HOLLOW METAL DOOR FRAMES PAINTED TO MATCH ADJACENT WALL.
 - GLASS AT DOORS & SIDELIGHTS TO BE TEMPERED AS REQUIRED BY CODE.



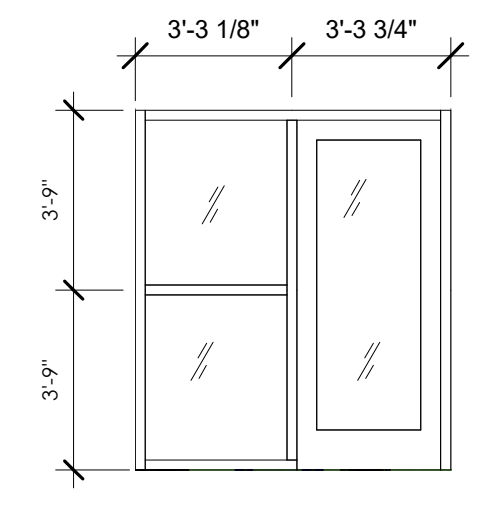
6 DOOR TYPES - ELEVATION
SCALE: 1/4" = 1'-0"



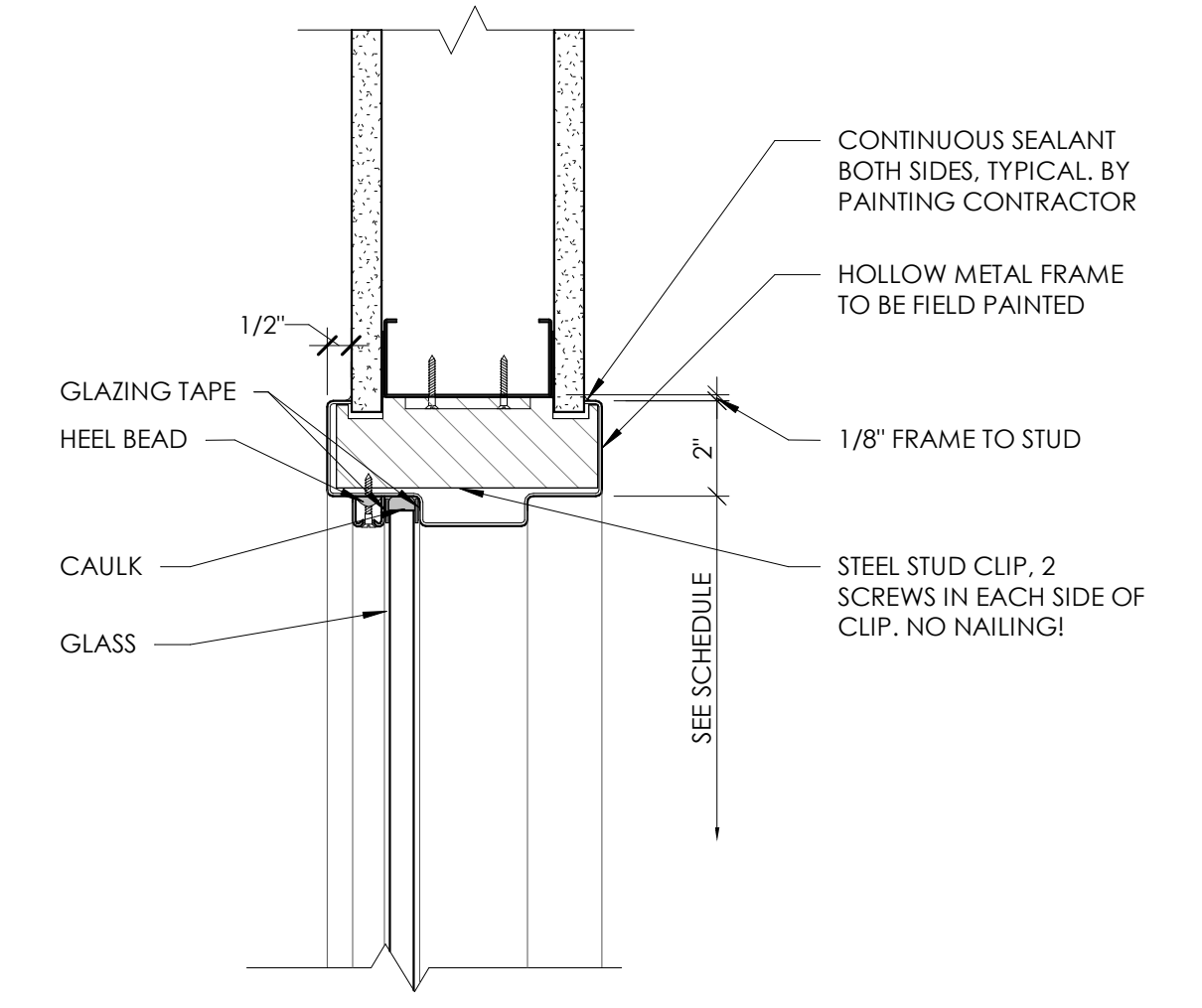
5 STOREFRONT AT ENTRANCE 120B
SCALE: 1/4" = 1'-0"



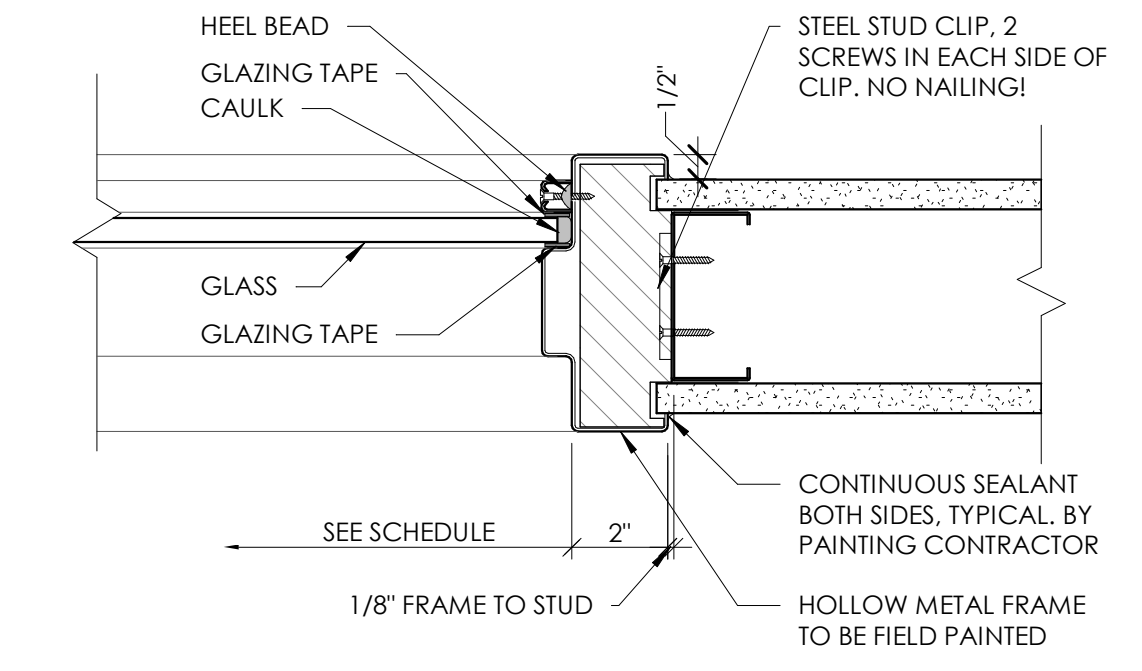
4 STOREFRONT AT ENTRANCE 126A
SCALE: 1/4" = 1'-0"



3 INTERIOR STOREFRONT VEST. 126
SCALE: 1/4" = 1'-0"



2 HM WINDOW HEAD DETAIL
SCALE: 3" = 1'-0"



1 HM WINDOW JAMB DETAIL
SCALE: 3" = 1'-0"

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SECTION E: BIDDERS ACKNOWLEDGEMENT

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT
CONTRACT NO. 7769**

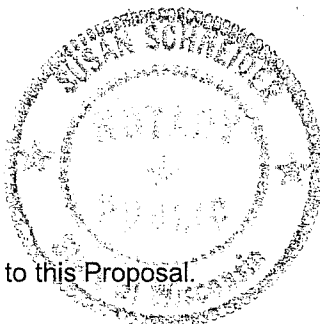
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1, 2, 3, 4 through _____ 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 Miron Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

David G. Voss, Jr.
SIGNATURE
David G. Voss, Jr.
President
TITLE, IF ANY

Sworn and subscribed to before me this
11th day of July, 2019

Susan Schmeidler
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 6/3/2022
Bidders shall not add any conditions or qualifying statements to this Proposal.



SECTION F: BEST VALUE CONTRACTING

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT CONTRACT NO. 7769

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

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT
CONTRACT NO. 7769**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Miron Construction Co., Inc.
Address: 1471 McMahan Dr., Neenah, WI 54956
Telephone Number: 920-969-7000 Fax Number: 920-751-8150
Contact Person/Title: David G. Voss, Jr. - President

Prime Bidder Certification

I, David G. Voss, Jr., President of
Name Title
Miron Construction Co., Inc. certify that the information
Company

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

Susan Schneider
Witness' Signature
7/11/19
Date

David G. Voss, Jr.
Bidder's Signature
David G. Voss, Jr. - President

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
 FACILITY-OFFICE REMODEL PROJECT
 CONTRACT NO. 7769**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|-------------------|-----------------------|
| <i>Integral Building Systems, Inc.</i> | <i>Electrical</i> | <i>2.72</i> % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u><i>2.72</i></u> % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|---|-----------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | <u> <i>0</i> </u> % x 0.6 = <u> <i>0</i> </u> % (discounted to 60%) | |

Total Percentage of SBE Utilization: *2.72* %.

SECTION B - PROPOSAL PAGE
 SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT
 CONTRACT NO. 7769


| ITEM | DESCRIPTION | ESTIMATED | | TOTAL BASE BID |
|-------|--|-----------|----------|--------------------------|
| | | | | |
| 90000 | SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL - BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications. (excluding ITEM 90001 & 90002) | 1.00 | Lump Sum | 1,564,746. ⁰⁰ |
| 90001 | ALTERNATE NO. 1: Shall include all labor, equipment, materials, and permits required to complete the Solar Hot Water Panel array installation indicated in the plans and specifications. The scope of work for ALTERNATE NO. 1 includes, but is not limited to, a. Exterior structural racking b. Interior structural strengthening c. Associated SHWP equipment and lines i. Pumps and controls (in D section) ii. Upsized softener (WS-1) iii. Storage and expansion tanks iv. Glycol tank and lines v. HPW-2 High pressure washer vi. lines from water softener to tank vii. lines and components from SHWP to tank viii. Associated control systems | 1.00 | Lump Sum | 357,183. ⁰⁰ |
| 90002 | ALTERNATE NO. 2: Shall include all labor, equipment, materials, and permits required to complete the Makeup Air installation indicated in the plans and specifications. The scope of work for ALTERNATE NO. 2 includes, but is not limited to, a. Interior structural strengthening b. Makeup air unit serving Unit D and E c. Associated duct work d. Exhaust fans and associated equipment/ducts e. Associated control systems | 1.00 | Lump Sum | 440,868. ⁰⁰ |

GRAND TOTAL 2,362,797.⁰⁰

NOTE: The bidder must completely fill in the base bid and the alternate(s). After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. If any responsible bidder submits a base bid plus alternate one (1) plus alternate (2) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid plus alternate one (1) plus alternate (2). If no responsible bidder submits a base bid plus alternate one (1) plus alternate two (2) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid plus alternate one (1). If no responsible bidder submits a base bid plus alternate one (1) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid only. The City shall have the right to proceed or not proceed with alternate one (1) or alternate (2) regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

Miron Construction Co., Inc.
 FIRM NAME

7/11/19
 DATE

David G. Voss, Jr. - President
 BIDDER'S PRINTED NAME

 BIDDER'S SIGNATURE

SECTION G: BID BOND

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

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

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT CONTRACT NO. 7769

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.

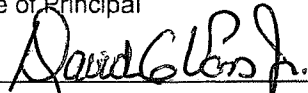
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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

MIRON CONSTRUCTION CO., INC.

Name of Principal



7/11/19

By David G. Voss, Jr.
President

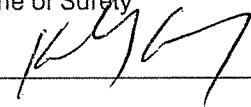
Date

Name and Title

Seal SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Name of Surety



July 11, 2019

By Kelly Cody, Attorney-in-Fact

Date

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 7835807 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

July 11, 2019

Date



Kelly Cody

Agent Signature

P.O. Box 23004

Address

Green Bay, WI 54305-3004

City, State and Zip Code

800-437-0555

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.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of July, 2019



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of AUGUST in the year Two Thousand and Nineteen between **MIRON CONSTRUCTION CO., 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 **AUGUST 6, 2019**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

SYCAMORE AVE. PUBLIC WORKS MAINTENANCE FACILITY-OFFICE REMODEL PROJECT CONTRACT NO. 7769

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 **TWO MILLION THREE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED NINETY-SEVEN AND NO/100 (\$2,362,797.00)** 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.

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT
CONTRACT NO. 7769**

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:

MIRON CONSTRUCTION CO., INC.

Christy Reiland 7/31/19
 Witness Date
Michelle A Sommerfeld 07/31/19
 Witness Date

Company Name
David G. Voss, Jr. 7/31/19
 President Date
Dean J. Basten 7/31/19
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

h. h. medsker 8/23/19
 Finance Director Date
Don Cini 8.27.2019
 Witness Date
[Signature] 8-13-19
 Witness Date

[Signature]
 City Attorney Date
[Signature] 8.27.2019
 Mayor Date
Maibeth Witzel-Behl 8-13-19
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MIRON CONSTRUCTION CO., INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION THREE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED NINETY-SEVEN AND NO/100 (\$2,362,797.00)** 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:

**SYCAMORE AVE. PUBLIC WORKS MAINTENANCE
FACILITY-OFFICE REMODEL PROJECT
CONTRACT NO. 7769 / Miron Project #190640**

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 7th day of August, 2019

Countersigned:

Christy Kelland
Witness

MIRON CONSTRUCTION CO., INC.
Company Name (Principal)
David G. Voss, Jr.
President Seal

Dean J. Basten
Secretary

Approved as to form:

Bill P. Ny
City Attorney

Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission
By Roxanne Jensen
Attorney-in-Fact Roxanne Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9042226 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

8/7/2019
Date

Roxanne Jensen
Agent Signature

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

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

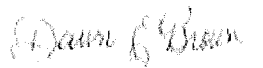
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of April, A.D. 2019.

ATTEST:

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



By: 
Assistant Secretary
Dawn E. Brown


Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 1st day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of August, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

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

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