

Contract Routing Form

printed on: 03/09/2020

ROUTING: Routine

Contract between: Kenneth F. Sullivan Co.  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Metro Transit Phase 2 - Facility Improvements

Contract No.: 8535  
 Enactment No.: RES-20-00167  
 Dollar Amount: 4,650,660.00

File No.: 59549  
 Enactment Date: 03/06/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-9-2020	3-9-2020
Director of Civil Rights	03/10/2020	3/10/2020 MB
Risk Manager	3/10/2020	3/11/2020 REN
Finance Director	3/11/2020	3/11/2020 MCR
City Attorney A20-0308	3-16-20	3-16-20
Mayor	3-16-20	3-16-20
Finance (Scanning)	3/17/2020	3/17/2020

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

Original + 2 Copies

03/09/2020 13:51:43 enjls - Jon Evans 243-5893

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



Legislation Details (With Text)

**File #:** 59549      **Version:** 1      **Name:** Awarding Public Works Contract No. 8535, Metro Transit Phase 2 - Facility Improvements.

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

**File created:** 2/11/2020      **In control:** Engineering Division

**On agenda:** 3/3/2020      **Final action:** 3/3/2020

**Enactment date:** 3/6/2020      **Enactment #:** RES-20-00167

**Title:** Awarding Public Works Contract No. 8535, Metro Transit Phase 2 - Facility Improvements. (6th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8535 BidOpeningTab Feb062020.pdf, 2. Contract 8535.pdf

Date	Ver.	Action By	Action	Result
3/3/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/19/2020	1	BOARD OF PUBLIC WORKS		
2/11/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for Metro Transit Phase 2 Facility Improvements at a total cost of \$5,022,710. Funding is provided by non-general fund GO borrowing and is available in the 2020 Adopted Capital Budget for Metro Facilities Repairs and Improvements (MUNIS 11229-85-140).

Awarding Public Works Contract No. 8535, Metro Transit Phase 2 - Facility Improvements. (6th AD)  
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8535) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8535  
METRO TRANSIT PHASE 2 – FACILITY IMPROVEMENTS  
**(BASE BID PLUS ALTERNATE)**

KENNETH F. SULLIVAN CO.

\$4,650,660.00

Acct. No. 11229-85-140-114403:54210(90963)  
Contingency 8%±

\$4,650,660.00

372,050.00

\$5,022,710.00

GRAND TOTAL

\$5,022,710.00

Jurisdiction: Wisconsin

### Demographics

<b>Company Name:</b> Travelers Casualty and Surety Company of America	<b>NAIC CoCode:</b> 31194	<b>Short Name:</b>
<b>SBS Company Number:</b> 54218780	<b>State of Domicile:</b> Connecticut	<b>FEIN:</b> 06-0907370
<b>Domicile Type:</b> Foreign	<b>Organization Type:</b> Stock	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b> 3548 - Travelers Grp		<b>Date of Incorporation:</b> 07/18/1974
<b>Merger Flag:</b> Yes		

### Address

<b>Business Address</b> ONE TOWER SQ HARTFORD, CT 06183 United States	<b>Mailing Address</b> ONE TOWER SQ HARTFORD, CT 06183 United States	<b>Statutory Home Office Address</b> ONE TOWER SQ HARTFORD, CT 06183 United States	<b>Main Administrative Office Address</b> ONE TOWER SQ HARTFORD, CT 06183 United States
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### Phone, Email, Website

<b>Phone</b>	<b>Email</b>	<b>Website</b>						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> <tr> <td>Fax Phone</td> <td>(844) 816-9447</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(860) 277-0111	Fax Phone	(844) 816-9447	No results found.	No results found.
Type	Number							
Business Primary Phone	(860) 277-0111							
Fax Phone	(844) 816-9447							

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 09/10/1975
<b>Status:</b> Active	<b>Legacy State ID:</b> 110846	<b>Expiration Date:</b>
<b>Effective Date:</b> 07/01/1997	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 09/10/1975	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Show  entries Showing 1 to 2 of 4532 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
SHEILA BLUM	6517202	6517202	Intermediary (Agent) Individual	Property	07/31/2009	01/15/2020	03/15/2021
SHEILA BLUM	6517202	6517202	Intermediary (Agent) Individual	Casualty	07/31/2009	01/15/2020	03/15/2021

### Line Of Business

Show  entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	09/10/1975
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

### 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

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### Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

### Name Change History

Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

\$4,650,660.00  
FILE COPY

BID OF KENNETH F. SULLIVAN CO.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS

CONTRACT NO. 8535

PROJECT NO. 11229

MUNIS NO. 11229-85-140-114403

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 3, 2020

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS  
CONTRACT NO. 8535**

**INDEX**

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**EXHIBITS FOR BIDDING PURPOSES:**

- Exhibit A – Plans Dated January 9, 2020
- Exhibit B – Specification Volume 1 Dated January 9, 2020
- Exhibit C – Specification Volume 2 Dated January 9, 2020

**EXHIBITS FOR REFERENCE PURPOSES:**

- Exhibit D – Existing Fire Protection Drawings
- Exhibit E – Zone 1 HVAC Drawings

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: JCE

## 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:	METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS
CONTRACT NO.:	8535
SBE GOAL	3%
BID BOND	5%
PRE BID BUILDING TOUR (10:00 A.M.)	WEDNESDAY JANUARY 15, 2020
DEADLINE FOR BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS (2:00 P.M.)	THURSDAY JANUARY 23, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY JANUARY 30, 2020
SBE PRE BID MEETING (1:00 P.M.)	FRIDAY JANUARY 31, 2020
<b>BID SUBMISSION (2:00 P.M.)</b>	<b>THURSDAY FEBRUARY 6, 2020</b>
BID OPEN (2:30 P.M.)	THURSDAY FEBRUARY 6, 2020
PUBLISHED IN WSJ	FRIDAY JANUARY 17, 23, & 30

#### PRE BID BUILDING /SITE TOUR:

The City of Madison is conducting one (1) Non mandatory Pre-Bid Walk through session at Metro Transit at 1101 E. Washington Ave, during the bidding period of this contract. 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: this is an occupied building with constant bus traffic and requires high visibility vests to be worn at all times. This is the only time contractors shall be provided with guided access to non-public areas in the scope of the project.

Additional site visits on a case by case basis are not guaranteed and can be scheduled by contacting the City Project Manager. Contractors may also review public areas at any time during normal working hours, but request that you contact the City Project Manager at least one working day prior to the visit, so staff at the building can be notified that visitors may be present.

Staff from Mead & Hunt, City Project Manager (CPM), and City Construction Manager (CCM) 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.

#### BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, Mead & Hunt and the CPM shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to Mead & Hunt and the CPM. Responses that change the contract scope and/or schedule will be published by Mead & Hunt and/or 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 Metro Transit Phase 2 – Facility Improvements City Contract #8535.
- **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](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

#### 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/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.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/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

## **2.7 SBE Definition and Eligibility Guidelines**

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

## SECTION D: SPECIAL PROVISIONS

### METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS CONTRACT NO. 8535

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

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

#### **SECTION 102.9: 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 Metro Transit Phase 2 – Facility Improvements, 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](mailto: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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, March 5, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, March 4, 2020**.

The bidder must completely fill in the base bid, allowance and the alternate. 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 and allowance plus alternate one (1) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid and allowance plus alternate one (1). If no responsible bidder submits a base bid and allowance plus alternate one (1) that is below the Construction Budget Dollar Value, the City will award the contract based on the base bid and allowance only. The City shall have the right to proceed or not proceed with alternate one (1) 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**

This contract is for the Metro Transit Phase 2 – Facility Improvements (approx. 265,000 sf) at 1101 E. Washington Ave as identified in drawings. Work includes phasing to allow for continuous owner occupancy and 24-hour operations. While the HVAC portion of this project is significant, other components such as electrical, steel and roofing are substantial. The improvement work includes, but is not limited to, selective demolition and reconnection of MEPFP in areas requiring inserted structural bar joist under roof top mechanical units, relocation of fuel and compressed air lines, replacement of air handling equipment, replacement of air distribution, installation of new hydronic unit heaters, installation of new hydronic piping, HVAC controls and associated electrical connections and roof patching. A significant portion of the work includes new structural bar joists, a new steel mezzanine and new electrical distribution for the HVAC and future electrical upgrades.

Include scope of work in **Exhibit C – Specification Volume 2 Dated January 9, 2020** – Section 23 08 00 – Commissioning of HVAC – Section 3.1 “Zone 1 Contractor Commissioning Assist” as part of Base Bid – see 01 21 00 Allowances for details.

The DDC System Jace at this facility was installed in 2019 as part of the Service Lane Addition. Equipment being replaced as part of this contract is not currently under DDC control. New equipment controls are to comply with **Exhibit C – Specification Volume 2 Dated January 9, 2020** – Sections 23 09 00, 23 09 24 and 23 09 93

The roof on this facility was replaced in 2018 and is under warranty. Roof patching work is to comply with manufacturer requirements per **Exhibit B – Specification Volume 1 Dated January 9, 2020** – Section 07 01 53

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 **Exhibit A – Plans Dated January 9, 2020** and generally include the interior and roof of the property at 1101 E. Washington Ave. 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 Metro Transit operations. Vehicles can only be parked on site for deliveries. Onsite storage, staging and office space will be limited.

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 January 9, 2020
- Exhibit B – Specification Volume 1 Dated January 9, 2020
- Exhibit C – Specification Volume 2 Dated January 9, 2020

##### **EXHIBITS FOR REFERENCE PURPOSES**

- Exhibit D – Existing Fire Protection Drawings
- Exhibit E – Zone 1 HVAC Drawings

**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 Mead & Hunt 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 Mead & Hunt, the CPM, and the CCM 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**

Any Work outside the specified Lands for Work will need to be coordinated with 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 within the Lands for Work at the end of each work day or otherwise coordinated with Metro Transit.
- All adjacent spaces will be hermetically sealed to minimize dust and debris from entering adjacent spaces. Any common areas including but limited to drive aisles, hallways, and roof access (if utilized) shall be cleaned of dust and debris at the end of each work day

All excessive noisy activities will need to be coordinated and scheduled with the CCM for City of Madison Engineering.

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

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

**SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work according to Specification 01 76 00 – Protecting Installed Construction.

## **SECTION 108.2 PERMITS AND LICENSING**

See 01 31 46 - Permits.

The Contractor is responsible for obtaining all required permits. The Contractor is not responsible for paying for the City Building, City HVAC, City Electrical, City Plumbing, Madison Fire Department Sprinkler and Madison Fire Department Fire Alarm permits. The Contractor is responsible for paying for other permits not explicitly stated here.

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

## **SECTION 109.7 TIME OF COMPLETION**

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about **March 20, 2020**.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN Friday, February 5, 2021**

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.

## **SECTION 109.9 LIQUIDATED DAMAGES**

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

### **NON STANDARD BID ITEMS**

#### **BID ITEM 90000 – BASE BID**

**DESCRIPTION:** The BASE BID shall include the complete installation of all building, 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.

**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 – ALLOWANCE**

**DESCRIPTION:** The BASE BID shall include the allowance detailed in 01 21 00 for Zone 1 Contractor Commissioning Assist as detailed in specification section 23 08 00.

**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 90002 – ALTERNATE 1**

**DESCRIPTION:** ALTERNATE NO. 1: Additional Sprinkler Head Replacement

**METHOD OF MEASUREMENT:** The ALTERNATE NO. 1 shall be measured as Each 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.

**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 **Metro Transit Phase 2 – HVAC Replacement Contract #8535.**

The Project Architect for this contract is:

**Mead & Hunt**

Richard Lundeen, AIA

PH: 608-443-0529

Email: Richard.Lundeen@meadhunt.com

The City Project Manager (CPM) for this contract is:

**City of Madison**

Jon Evans, PE

PH: 608-243-5893

Email: jevans@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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

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

**Deputy Division Manager**  
Kathleen M. Cryan

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

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

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

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

**Financial Manager**  
Steven B. Danner-Rivers

January 30, 2020

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

**CONTRACT NO. 8535  
METRO TRANSIT PHASE 2 – FACILITY IMPROVEMENTS**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Metro Transit – Facility Improvements– Phase 2, City of Madison, Contract #8535, as issued on January 9th, 2020* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

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

1. **GENERAL CONTRACT CONDITIONS**  
None.
2. **GENERAL QUESTIONS AND ANSWERS**
  - A. Pre-Bid Walk Through sign-in sheet from January 15th, 2020
3. **ACCEPTABLE EQUIVALENTS**
  - A. 099113 Exterior Paint
    - i. Page 2 item 2.1 Manufacturers ADD: 4. Diamond Vogel
  - B. 099123 Interior Paint
    - i. Page 2 item 2.1 Manufacturers ADD: 4. Diamond Vogel
4. **SPECIFICATIONS**
  - A. 230900 Instrumentation and Controls for HVAC
    - i. Page 21 item 3.3P ADD: Provide NEMA 3R or 4 for all temperature control panels (TCP) inside the electrical enclosure serving: MAU-4, 5, 6, 7, and 8; ERV-3 and 4.
    - ii. Page 21 item 3.4P ADD: Provide NEMA 1 for temperature control panels (TCP) inside the electrical enclosure serving: MAU-9 and 10; ERV-5.
5. **PROPOSAL SPECIFICATIONS**  
No revisions.



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:**

Mead & Hunt, Inc.

Dan Green, PE, Mechanical Engineer

PH: 608-443-0536

Email: [dan.green@meadhunt.com](mailto:dan.green@meadhunt.com)

City of Madison

Jon Evans, PE, Project Manager

PH: 608-243-5893

Email: [jevans@cityofmadison.com](mailto:jevans@cityofmadison.com)

Sincerely,

A handwritten signature in black ink that reads "Robert Phillips".

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



2. Mount units using flanges and element holders. Provide duct collars or bushings where sensing capillary passes through sheetmetal housings or ductwork; seal this penetration to eliminate air leakage. Mount the units in an accessible location as to allow for resetting after low limit trips while still meeting manufacturer's installation requirements for proper function.
3. Distribute (serpentine) sensing element horizontally across the coil to cover every square foot of coil; on larger coils this may require more than one instrument. Install controls at accessible location with mounting brackets and element duct collars where required.

O. Air Flow Stations:

1. Install airflow stations in accordance with manufacturer's recommendations.

P. Temperature Control Panels:

1. Mount control panels adjacent to associated equipment on vibration-free walls or freestanding angle iron supports. All control panel openings shall be plugged. Conduits and other penetrations on the top of the cabinets shall be sealed on the exterior of the cabinet with silicone caulk to resist water penetration. One cabinet may accommodate more than one system in same equipment room. Provide permanent printed labeling for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face.
2. Provide as-built control drawings of all systems served by each local panel in a location adjacent to or inside of panel cover. Provide a protective cover or envelope for drawings.
3. Provide NEMA 3R or 4 for all temperature control panels (TCP) inside the electrical enclosure serving: MAU-4, 5, 6, 7, and 8; ERV-3 and 4.
4. Provide NEMA 1 for temperature control panels (TCP) inside the electrical enclosure serving: MAU-9 and 10; ERV-5.

Q. Current Status Switches:

1. Provide for each fan or pump specified or shown on point list. Set threshold adjustment to indicate belt or coupling loss. Readjust threshold for proper operation after final balancing is completed. Use the variable frequency drive (VFD) integrated relay output for motor status, if provided on the VFD, in lieu of a discrete current switch.

### 3.4 ELECTRICAL WIRING AND CONNECTION INSTALLATION

A. Install raceways, boxes, and cabinets according to Section 26 05 33 "Raceways and Boxes for Electrical Systems."

1. Metal Conduit:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. AFC Cable Systems; a part of Atkore International.
  - b. Allied Tube & Conduit; a part of Atkore International.
  - c. Electri-Flex Company.
  - d. Republic Conduit.

Madison Metro Transit Phase 2 – HVAC Replacement

Contract # 8535

Pre Bid Building Tour #1

Wednesday, January 15, 2020, 10:00 am

ATTENDEES PLEASE SIGN-IN

NAME	COMPANY	EMAIL	PHONE
Tyler Johnson	Fox Arneson	TJOHNSON@FOXARNESON.COM	608.640.6632
Tommy Arneson	Fox Arneson	tar@foxarneson.com	608-345-2908
Sharon Barrett	KVA Electric	sharon@kva-electric.com	608-475-9768
Mike Raether	1901	mraether@1901inc.com	608-219-0352
Jake Ballweg	1901	jballweg@1901inc.com	900-396-3417
Destiny Brown	Miron Construction	destiney.brown@miron-construction.com	608.203-2715
Steve Wolters	Miron Construction	steve.wolters@miron-construction.com	608.469.6996
Mack Chrostowski	Bachmann	mchrostowski@bachmannconstruction.net	608.976-5656
DAVID GROB	BACHMANN	dfgrob@bachmannconstruction.com	608.222-8869

Madison Metro Transit Phase 2 – HVAC Replacement

Contract # 8535

Pre Bid Building Tour #1

Wednesday, January 15, 2020, 10:00 am

ATTENDEES PLEASE SIGN-IN

Jeremy Sorenson	Truwest	204 7217	J Sorenson
JASON SORENSON	CO SMITH	608 209 3641	jsornsin@cdsmith.com
JEREMY VASKE	SULLIVAN	(608) 257 2289	Jeremy@sullivananddesignbuild.com
ADRY WODJAN	SULLIVAN	608 661 6811	AMP@SULLIVANDESIGNBUILD.COM
Bob Valras	Ryan	608 358-5128	Arnel@cdsn.th.com
NICK BEIL	CD SMITH	715 897 2219	Keloy@fahm.com
Marking	Phon	608 235-7607	Drew.Ryan@FahmTechnologies.co
Drew Ryan	Fahm Technologies	608-212-4688	MOORE@GENERALHEATING.CO
MITCH COOPER	GENERAL HEATING	608-212-1091	

NAME	COMPANY	EMAIL	PHONE
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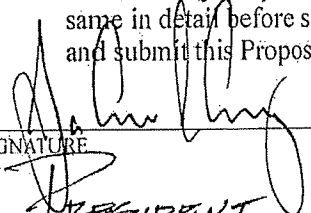
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE: METRO TRANSIT PHASE 2 – FACILITY IMPROVEMENTS

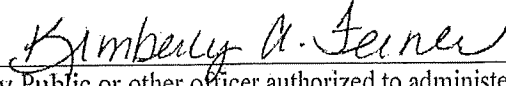
CONTRACT NO. 8535

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

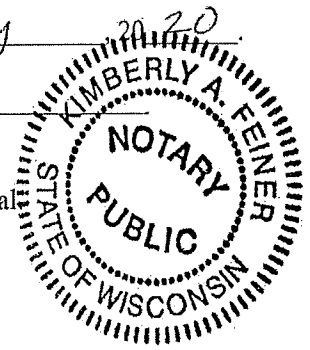
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Kenneth F. Sullivan Co. (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 N/A; an individual trading as N/A; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRESIDENT  
 \_\_\_\_\_  
 TITLE, IF ANY

Sworn and subscribed to before me this 6<sup>th</sup> day of February

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 8/28/20

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



Contract 8535 – Kenneth F. Sullivan Co.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

N/A

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

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

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

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

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

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

CONTRACT NO. 8535

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:	Kenneth F. Sullivan Co.
Address:	1314 Emil Street, Madison, WI 53713
Telephone Number:	608-257-2289
Fax Number:	608-257-2906
Contact Person/Title:	Jeremy Vaske, Senior Project Manager

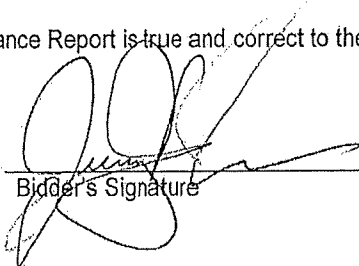
Prime Bidder Certification

Name:	Jeremy Vaske
Title:	Senior Project Manager/Estimator
Company:	Kenneth F. Sullivan Co. (dba Sullivan Design Build)

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

Nicole Werrett  
Witness' Signature

February 3 2020  
Date

  
Bidder's Signature





**METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS**

CONTRACT NO. 8535  
 DATE: 2/6/20

**Kenneth F. Sullivan Co.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90000 - BASE BID - LUMP SUM	1.00	\$4,567,000.00	\$4,567,000.00
90001 - SEE SPECIFICATION 01 21 00 - ALLOWANCES. IN ADDITION, SEE SPECIFICATION 23 08 00 AND 01 91 00. THE BASE BID INCLUDES AN ALLOWANCE FOR ZONE 1 CONTRACTOR COMMISSIONING ASSIST. - LUMP SUM			
	1.00	\$50,000.00	\$50,000.00
2 Items	Totals		\$4,617,000.00

**Section B: Alternate No. 1**

90002 - ALTERNATE NO. 1. SEE SPECIFICATION 012300 - ALTERNATES. IN ADDITION, SEE SPECIFICATION 21 90 00 AND F- SERIES DRAWINGS. THE BASE BID INCLUDES THE REPLACEMENT OF APPROXIMATELY 100 SPRINKLER HEADS IN ZONES 3, 4 AND 5. PROVIDE PRICING TO REPLACE UP TO AN ADDITIONAL 900 SPRINKLER HEADS IN ZONES 3, 4 AND 5 (1000 TOTAL). - EACH			
	900.00	\$37.40	\$33,660.00
Total with Alternates	Totals		\$4,650,660.00

## SECTION G: BID BOND

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

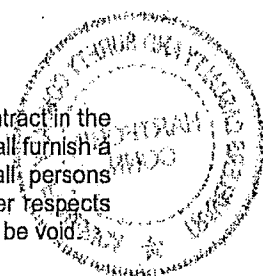
The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

### METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS CONTRACT NO. 8535

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

Kenneth F. Sullivan Co.

Name of Principal

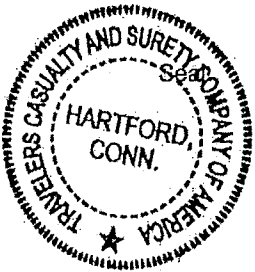
*[Handwritten Signature]*

By

*JOHN RILEY PRESIDENT*

Name and Title

2/6/20  
Date



SURETY

Travelers Casualty and Surety Company of America

Name of Surety

*Sheila Blum*

By

Sheila Blum, Attorney-in-fact

Name and Title

1/27/20  
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6517202 for the year 2020, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

1/27/20  
Date

*Sheila Blum*  
Agent Signature

c/o Baer Insurance Services, Inc. PO Box 46490  
Address

Madison, WI 53744  
City, State and Zip Code

608-830-5805  
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.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sheila Blum** of **MADISON Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

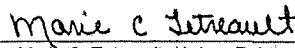
By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

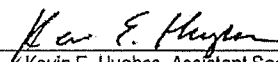
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of January, 2020



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of March in the year Two Thousand and Twenty between KENNETH F. SULLIVAN CO. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 3, 2020, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS CONTRACT NO. 8535

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 FOUR MILLION SIX HUNDRED FIFTY THOUSAND SIX HUNDRED SIXTY AND NO/100 (\$4,650,660.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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



**METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS  
CONTRACT NO. 8535**

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:

Kim Seiner 2-25-20  
Witness Date

Nicole Wendt 2-25-2020  
Witness Date

**KENNETH F. SULLIVAN CO.**

[Signature]  
Company Name

[Signature] 2/25/20  
President Date

[Signature] 2.25.20  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 03/15/2020  
Finance Director Date

[Signature] 3-16-20  
Witness Date

[Signature] 3-9-2020  
Witness Date

[Signature]  
City Attorney Date

[Signature] 3/16/20  
Mayor Date

[Signature] 3-9-2020  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we KENNETH F. SULLIVAN CO. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR MILLION SIX HUNDRED FIFTY THOUSAND SIX HUNDRED SIXTY AND NO/100 (\$4,650,660.00)** 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.

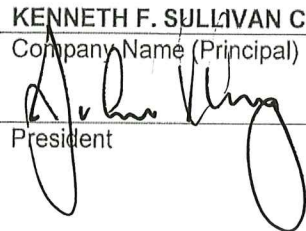
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**METRO TRANSIT PHASE 2 - FACILITY IMPROVEMENTS  
CONTRACT NO. 8535**

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.

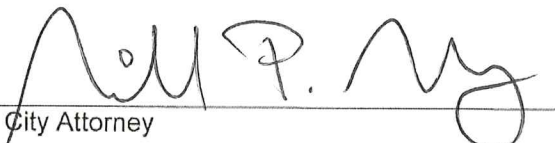
Signed and sealed this 4th day of March 2020

Countersigned  
  
Witness

KENNETH F. SULLIVAN CO.  
Company Name (Principal)  
  
President Seal

Secretary

Approved as to form:


  
City Attorney

Travelers Casualty and Surety Company of America  
Surety  
 Salary Employee  Commissioner  
By Shirley L. Blum  
Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6517202 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/4/20  
Date

  
Agent Signature



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sheila Blum** of **MADISON**

**Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **March**, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**