

Contract Routing Form

ROUTING: Routine

printed on: 05/10/2017

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

Project: Penn Park Shelter Renovation and Concession/Restroom Building

Contract No.: 7917
 Enactment No.: RES-17-00359
 Dollar Amount: 790,004.25

File No.: 46826
 Enactment Date: 05/08/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-11-2017	5-11-2017
Director of Civil Rights	5.11.17	5.18.17 FJ
Risk Manager	5-18-17	6/6/17 RW
Finance Director	6.6.17	6/6/17 MCR
City Attorney	6-8-17	6-8-17
Mayor	6.8.17	6.12.17

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

Original + 2 Copies

05/10/2017 14:34:14 enjls - Jeanine Zwart 267-8749

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 790,004.25
 AA Plan: APPROVED
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 46826 **Version:** 1 **Name:** Awarding Public Works Contract No. 7917, Penn Park Shelter Renovation and Concession/Restroom Building.

Type: Resolution **Status:** Passed

File created: 4/11/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 5/2/2017 **Final action:** 5/2/2017

Enactment date: 5/8/2017 **Enactment #:** RES-17-00359

Title: Awarding Public Works Contract No. 7917, Penn Park Shelter Renovation and Concession/Restroom Building.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7917.pdf

Date	Ver.	Action By	Action	Result
5/2/2017	1	COMMON COUNCIL		
4/19/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
4/11/2017	1	Engineering Division	Refer	

The proposed resolution awards Public Works Contract No. 7917, Penn Park Shelter Renovation and Concession/Restroom Building, for \$853,200. The 2016 Parks Division adopted capital budget included \$1,500,000 for Penn Park (Munis Project 17137) funded by GO Borrowing. Funding is available in the project for this contract.

Awarding Public Works Contract No. 7917, Penn Park Shelter Renovation and Concession/Restroom Building. 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 bidders 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. 7917) for itemization of bids.

SOR

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7917
PENN. PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING
(BASE BID + ALTERNATE NO. 1)

KENNETH F. SULLIVAN CO.

\$790,004.25

Acct. No. 17137-51-140:54210 (91065)
Contingency 8%±

\$790,004.25
63,195.75

GRAND TOTAL

\$853,200.00

Licensee Demographics

Name: BLUM, SHEILA L

NPN: 6517202

Domicile State: Wisconsin

Domicile Country: United States

Resident? Yes

Business Address: MC FARLAND, WI 535589660

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
Travelers Casualty and Surety Company	06-6033504	19038	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Casualty and Surety Company	06-6033504	19038	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Property Casualty Company of America	36-2719165	25674	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Property Casualty Company of America	36-2719165	25674	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company of Connecticut, The	06-0336212	25682	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company of Connecticut, The	06-0336212	25682	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company of America, The	58-6020487	25666	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company of America, The	58-6020487	25666	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company, The	06-0566050	25658	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Indemnity Company, The	06-0566050	25658	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Casualty and Surety Company of America	06-0907370	31194	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Casualty and Surety Company of America	06-0907370	31194	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Travelers Casualty Insurance Company of America	06-0876835	19046	Intermediary (Agent) Individual	Casualty	7/31/2009	3/1/2017	2/28/2018
Travelers Casualty Insurance Company of America	06-0876835	19046	Intermediary (Agent) Individual	Property	7/31/2009	3/1/2017	2/28/2018
Artisan and Truckers Casualty Company	59-3213819	10194	Intermediary (Agent) Individual	Casualty	1/15/2008	3/1/2017	2/28/2018
Artisan and Truckers Casualty Company	59-3213819	10194	Intermediary (Agent) Individual	Property	1/15/2008	3/1/2017	2/28/2018

\$790,004.25
FILE

BID OF KENNETH F. SULLIVAN CO.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING

CONTRACT NO. 7917

MUNIS NO. 17137

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 2, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING
CONTRACT NO. 7917**

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EXHIBITS AVAILABLE IN BID EXPRESS:

- EXHIBIT A: PENN PARK ARCH PLANS
- EXHIBIT B: PENN PARK MEP PLANS
- EXHIBIT C: PENN PARK SITE CIVIL PLANS
- EXHIBIT D: PENN PARK SPEC

This Proposal, and Agreement have
been prepared by:

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



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

RFP: jz

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:	PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING
CONTRACT NO.:	7917
SBE GOAL	6%
BID BOND	5%
CONSTRUCTION PRE-BID MEETING (10:00 A.M.)	MARCH 22, 2017
SBE PRE BID MEETING (1:00 P.M.)	MARCH 31, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 31, 2017
BID SUBMISSION (1:00 P.M.)	APRIL 7, 2017
BID OPEN (1:30 P.M.)	APRIL 7, 2017
PUBLISHED IN WSJ	MARCH 10, 17, 24 & 31, 2017

CONSTRUCTION PRE-BID MEETING (MARCH 22, 2017 AT 10:00 A.M.): There will be a construction pre-bid meeting/walk thru/site visit at 10:00 a.m., Wednesday, March 22, 2017 at Penn Park Shelter, 2101 Fisher Street, Madison WI regarding questions on plans and specifications. Questions will be answered in written format via addendum to the contract. Representatives from Destree Design Architects, Inc., and City of Madison Engineering and Parks Divisions will be present.

Questions, clarifications, and requests for alternates:

If needed the City of Madison and Destree Design Architects. Shall publish one (1) all inclusive addendum no later than 1:00pm on Friday, March 31, 2017 to respond to any questions, clarifications, or requests for alternates.

1. Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the Project Architect at Destree Design Architects
 - a. The Project Architect will further distribute questions to the appropriate consultant or City Staff as needed.
 - b. All responses will be held and published by the City of Madison in the form of a bidding addendum.
 - c. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Penn Park Shelter, Contract 7917 in the subject line.
2. Requests for alternates or substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary.
 - a. Use a copy of the form at the end of the specification. Submit all materials to the Project Architect via email. See the contract contact information at the end of Section D-Special Provisions.
 - b. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
3. **The deadline for receiving all questions, clarifications, and requests for alternates shall be 12:00pm (noon) on Wednesday, March 29, 2017**

No additional questions, clarifications, or requests for alternates will be received after this deadline.

SBE PRE BID MEETING (MARCH 31, 2017 AT 1:00 P.M.): Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in

Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs^t on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING CONTRACT NO. 7917

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 102.4 PROPOSALS

This bid consists of a BASE BID (Bid Item 90001) and one (1) ADD ALTERNATE (Bid Item 90002). The Contractor must completely fill in the LUMP SUM for the BASE BID and the LUMP SUM for the ALTERNATE bid item.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATE 1 until the sub total exceeds the predetermined Construction Budget Dollar Value.

The City shall have the right to proceed or not proceed with any alternate 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.

SECTION 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil Street) prior to **12:00pm on Thursday, May 4, 2017**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, May 3, 2017.

SECTION 104 SCOPE OF WORK

This contract is for the renovation of the existing Penn Park Shelter and construction of a new concession/restroom building located at 2101 Fisher Street, Madison, WI.

The scope of work includes furnishing all labor, materials, equipment and tools for general construction:

Existing Shelter: demo of existing restroom, concrete slab, knee walls and new roof work, electrical, lighting, concrete slab, ADA ramp and utility connections.

Concession/Restroom Building: building construction including mechanical, electrical, plumbing, site and utility work, new transformer and light pole.

ADD ALTERNATE #1: Furnish and install kitchen equipment and indicated in Equipment Plan and listed in Equipment Schedule on Drawing A101 in the plan set.

SECTION 104.1 **LANDS FOR WORK**

Lands for works shall include the following: Penn Park located at 2101 Fisher Street, Madison WI. The contractor shall use the existing driveway and parking lot to access the site during the execution of the contract.

SECTION 104.2 **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

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

- o The City Standard Specification, 2017 Edition
- o These Special Provisions including all plans and specifications
- o All Addendums to the bidding documents
- o Any supplemental instructions, details, or specifications issued during the course of the contract.

SECTION 105.13 **ORDER OF COMPLETION**

It is anticipated the City of Madison will issue a Start Work Letter on or about June 1, 2017.

The contractor agrees to meet the following minimum requirements for Order of Completion:

1. Start work in Summer 2017 (within seven days of receiving the start work letter) and will complete all of the following on or before December 30, 2017:
 - a. Site preparation including but not limited to all erosion control measures, construction fence and tree protection measures.
 - b. Demolition of existing restroom facilities, utilities, pad and other items as designated on the demolition and site plans.
 - c. Installation of new sanitary, water and electrical connections. See Section 105.12: Cooperation by Contractor for additional requirements.
 - d. Major building component construction completed including all of the following:
 - i. Building foundations and slab
 - ii. All steel framing
 - iii. All concrete masonry construction
 - iv. Roof installation, completed
 - e. The new water lateral valve shall be closed and supply line emptied for winterization.
 - f. Provide all materials and labor necessary to temporarily enclose the structures openings during the winter.
 - g. Provide safety, security, and weather proofing of all materials and equipment stored on the site throughout the winter.
2. Complete work in Spring 2018. All of the following work shall be completed **NO LATER THAN May 15, 2018** (existing shelter and restroom building ready for Memorial Day Ribbon Cutting Ceremony):
 - a. All interior and exterior finishes complete
 - b. All plumbing, electric, and mechanical installations complete
 - c. All site amenities, paving, seeding, and restorations are complete
 - d. All erosion control measures, construction fence, and tree protection measures have been removed
 - e. All quality control issues and startup issues have been resolved before occupancy
 - f. All construction closeout documents have been received
3. The contractor may at his/her option continue to work throughout the winter months provided:
 - a. The contractor shall follow all manufacturer, industry, and city standards where weather (including temperature) may be a factor.
 - b. Contractor is responsible for providing temporary heat, electricity, and water as needed for construction per the specifications and manufacturers installation requirements.
 - c. Continue with weekly erosion control inspections and repairs to erosion control methods as needed throughout the winter.

- d. Safety, security, and weather proofing of all materials, completed installations, and equipment stored on the site throughout the winter.

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 these construction documents.

The Contractor shall be familiar with Specification 01 45 16-Field Quality Control Procedures regarding City of Madison policies and procedures for Quality Assurance and Quality Control.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A: Advertisement of Bids and Instructions to Bidders of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed. See Specification 01 26 13-Request for Information (RFI).

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

SECTION 105.7 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, addenda for the General Contractor and all Sub-contractors.

ARTICLE 105.9 SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall be responsible for setting all other lines and/or grades required to complete the work. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 266-6674.

SECTION 105.12 COOPERATION BY CONTRACTOR

Contract 7917 is considered Phase I for the overall Penn Park improvements. The Contractor shall review and be familiar with the provided construction phasing plans.

The Phase II work will be let as a separate Board of Public Works Contract and consists of the construction of a new parking lot, storm sewer system, concrete paving, site restoration and landscaping.. The work associated with Phase II is anticipated to begin in mid-August, 2017 and be completed by April 30, 2018.

Phase I and Phase II construction operations will run concurrently during this time period.

The Contractor shall ensure all utility connections for the new concession/restroom building and existing shelter are substantially complete prior to the start of Phase II as to not hinder the progress of the site work. The Contractor shall coordinate site access, project staging, fencing, erosion control measures, and any additional construction activities with the Phase II Contractor throughout the full contract timeframe.

Contractor responsibilities for erosion control are identified on the phasing plans and in the special provisions of this contract. The Contractor shall make accommodations during the duration of this contract for construction, maintenance, repair, and inspection by City staff of associated erosion control.

Penn Park is a popular public facility that is heavily used by local residents. The Contractor shall expect pedestrian traffic throughout the park and shall be prepared to accommodate park users. The Contractor

shall provide and maintain park access to the existing basketball courts and playground area during Phase I. Additionally, the Contractor shall be aware of maintenance activities that will occur throughout the duration of the contract. The Contractor shall accommodate mowing and other maintenance activities. The Contractor may contact Lisa Laschinger, Parks Operations Supervisor at 266-4728 or llaschinger@cityofmadison.com with questions or concerns regarding maintenance.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

ARTICLE 107.13 TREE PROTECTION SPECIFICATIONS

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. The Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.13 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

There are trees which, because of their proximity to the construction, their susceptibility to damage and/or their importance to the landscape, warrant additional protective measures. Such trees are shown on the plans and designated as No Root Cut. All rough grading, excavation or trenching within 10 ft of a No Root Cut tree shall be done under the supervision of a City of Madison Forestry representative. The sequence to construct in No Root Cut areas shall be as follows:

1. The Contractor shall inform all equipment operators under their supervision of the No Root Cut requirements.
2. The Contractor shall place a yellow ribbon around trees identified as No Root Cut for the equipment operators.
3. When work needs to occur within 10 feet of a marked tree, the Contractor shall notify the Engineer two days prior to the occurrence of work and coordinate excavation observation by a Forestry representative.
4. If roots greater than one (1) inch in diameter are encountered, the roots shall be exposed by hand and the Forestry representative will determine where to sever root(s).
5. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut.
6. If, in the opinion of the Forestry representative, excavation to subgrade as shown on the plans cannot be done without unacceptable damage to trees to be protected, the Engineer may specify a reduced base thickness or other modifications to reduce damage to the tree. Likewise,

excavation below subgrade (undercutting) may be deleted as directed by the Engineer in certain locations where necessary to protect trees.

7. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable
8. Exposed roots shall be covered as soon as excavation and installation are complete.
9. The ribbon shall remain on the tree until the surrounding area is fine graded and seeded or sodded.

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

SECTION 108.2 PERMITS

The following permits have been applied for by the City of Madison:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit
3. Wisconsin Department of Natural Resources Construction Site Storm Water Runoff Permit

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Engineer or his designees. The Contractor shall keep a copy of each individual permit on site at all times throughout construction. This work shall be considered incidental to this contract.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the Start Work Letter is received by the General Contractor. It is anticipated the Start Work Letter shall be issued on or about June 1, 2017.

The Contractor shall review Specifications 01 29 76 Progress Payment Procedures and 10 77 00 Closeout Procedures and be completely familiar with progress payment milestones and definitions related to construction closeout and contract closeout.

The successful Bidder must agree to commence the work on or before a date to be specified in the Start Work Letter, meet the minimum Order of Completion requirements as described in Section 105.13 above, and to fully complete all work **NO LATER THAN May 15, 2018**.

ARTICLE 210 EROSION CONTROL

The Contractor shall be required to construct and maintain erosion control devices as shown on the plans and as required by the permits listed in Section 108.2 of these special provisions. All erosion control shall be installed and maintained as identified in the City of Madison Standard Specifications for Public Works Construction.

SILT SOCK DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control. Silt sock shall be 12 inches in diameter.

EROSION CONTROL INSPECTION

DESCRIPTION

The Contractor shall be responsible for all erosion control inspections occurring on any Saturday or Sunday if the previous rain day's rainfall exceeds an accumulation of at least ½" rainfall in total depth or as directed by the Engineer. A rain day is defined as each 24-hour calendar day and shall be measured using the City of Madison Central Rain Gauge data available at http://infos.countyofdane.com/rainfallgauges_station1. The Contractor shall be responsible for inspecting and maintaining only the features installed under Contract 7917.

The data from the rain gauging station shall be available on the internet to allow remote checking of the rain depth totals for each rain day. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison.

Upon completion of the erosion control inspection the Contractor shall provide an email report indicating the status (Good, Failed, Maintenance Needed, etc) of each individual erosion control practice being used to the Construction Engineer or to the designated representative as identified at the preconstruction meeting. A digital photo or video and notation of the location of each individual erosion control practice requiring maintenance or repair shall be included in the inspection report. The inspection report shall be submitted and any needed maintenance or repairs completed by the Contractor within the same 24-hour period after the end of the rain day. The completed maintenance and repairs shall then be documented and a follow-up inspection report submitted within 24 hours following completion of the repairs. The follow-up inspection report shall include a summary of maintenance items by erosion control BMP maintenance pay item and digital photos or videos of each erosion control practice following maintenance or repair.

Any required erosion control inspection or inspection report that is completed more than 48 hours after the end of rain day or report due date will be assessed a penalty equal to one (1) day of liquidated damages per the table in Section 109.9 Liquidated Damages of these Standard Specifications.

The Contractor shall continue erosion control inspections on a project until a minimum of 70% vegetation establishment has been obtained or other permanent surface restoration has occurred as determined by the Engineer (matting, pavement, sod, etc.).

INLET PROTECTION

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove inlet protection as specified on the plans and Standard Specifications.

STREET SWEEPING

DESCRIPTION

When required, either by the erosion control plan or the Engineer, the Contractor shall perform street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

CONSTRUCTION ENTRANCE

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to maintain a construction entrance as shown on plans. The Construction Entrance shall be maintained and removed in accordance with the Standard Specifications. **The Contractor shall accommodate shared use of**

the construction entrance by the Phase II Contractor as indicated in the phasing plans. The Contractor shall maintain the construction entrance for the duration of the contract timeframe.

CONSTRUCTION FENCING **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Fencing locations shall be determined in conjunction with the provided phasing plans.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. The Parks Division shall approve all placement of temporary fencing

The Contractor will be responsible for maintaining construction fencing until spring/early summer 2018 as determined by the Engineer.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

The Contractor shall be responsible for all work, materials, tools, equipment, labor, hauling placement, disposal and incidentals required to install maintain and remove construction fencing. Any additional construction site security measures deemed necessary by the Contractor shall be installed at no additional cost to the City.

NON STANDARD BID ITEMS

BID ITEM 90001 – 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.

BID ITEM 90002 – ALTERNATE #1

DESCRIPTION: ADD ALTERNATE #1 Furnish and install all kitchen equipment for concessions area as indicated in Equipment Plan and Equipment Schedule on Drawing A101.

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.

CONTACTS

We ask all Contractors with questions and concerns regarding the bidding of these contract documents to do so by email so we may properly log, track and respond to all issues.

* Reference **Penn Park Shelter 7917** in the subject line of all emails

Designer/Project Manager for Destree Design Architects, Inc
Jason Ekstrom Assoc AIA
222 W Washington Ave #310
Madison WI 53703
608.268.1499
jason@destreearchitects.com

Project Manager for City Engineering Division /Facilities and Sustainability
Jeanine Zwart
City-County Building #115
210 Martin Luther King Jr Blvd
Madison WI 53703
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jzwart@cityofmadison.com

Project Manager for City Parks Division
Mike Sturm
City County Building #104
210 Martin Luther King Jr Blvd
Madison WI 53703
608.267.4921
msturm@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
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Phone: (608) 266-4751
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

March 31, 2017

**NOTICE OF ADDENDUM
ADDENDUM 1**

CONTRACT NO. 7917

**PENN PARK SHELTER RENOVATION
AND CONCESSION/RESTROOM BUILDING**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

- Please see the attached documents for revisions to this contract.

Drawing L200 Construction Phasing Plan

Remove drawing L200 and replace with Revised L200 dated 3-29-2017
Penn Park Phasing Scope Description provided for clarification on sitework

Drawing AD100B Detail 5 - Demo Detail

Omit all references to roof demo. The City of Madison will have all roofing materials removed prior to the start of this contract.

Drawing AD300B Keynote 5

Omit Keynote 5. The City of Madison will have all roofing materials removed prior to the start of this contract.

Drawing P101 Plumbing Fixture Schedule

At WS-1 Water Softener description, omit the words "or approved equal"

Questions asked by Contractors at Pre-bid Site Visit 3/22/17:

1. Please clarify contract time frame.
Phase I Building Construction (Contract #7917) Start June 1, 2017 and complete by May 15, 2018
Phase II Sitework (Contract #7933) Start August 14, 2017 and complete by April 30, 2018
2. Is Prevailing Wage required?
No, Prevailing Wage is not required.
3. Are original drawings available of existing shelter?
Yes. We will post to Bid Express, Exhibit E Penn Park Existing Shelter Plans

March 31, 2017

Page 2

4. At Note "Inspect & Repair Concrete Joists" on Drawing A100B Detail 4 - Reflected Ceiling Plan, how much of the beam is to be repaired?

Inspect each beam end for spalling. All cracks to be assessed from end of beam inward, to a distance of 18" down Tee. All exposed rusted steel is to be cleaned and sealed with a rust inhibitor and patched with a concrete slurry mix that best matches existing concrete color. Any condition that exceeds this should be brought to the project manager's attention and will be reviewed on per repair basis.

END OF ADDENDUM

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips", written in a cursive style.

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

Cc: Mike Dailey

Penn Park Project Phasing

The below project phasing descriptions are intended as a general overview of the work associated with each public works contract at Penn Park. They are not indicative of the full measure of the work and the Contractor shall thoroughly review the contract plans and specifications for a complete understanding of what is required. Contract 7917 is only for the Phase 1 portion of the work, the Phase 2 description is provided for the Contractor's reference only.

Phase 1 – Public Works Contract 7917

Work includes, but is not limited to:

- a. Installation and maintenance of the erosion control measures and construction fence as identified in the Phase 1 Site Access and Erosion Control Plan. This includes the removal of the control measures at the end of the contract period.
- b. Renovation of the existing shelter, including installation of the new roof, new lights and electrical service, column and beam restoration, new floor slab, new exterior stairs and new accessible ramp. The exterior edge of the new stairs and ramp are the extents of the concrete flatwork in Phase 1 for the shelter renovation.
- c. Construction of the new concession/restroom building, including all utility connections necessary for building functions.
- d. The construction of the new utility connections includes all necessary existing pavement removal, excavation and backfilling. Backfill shall be done to existing grades with no replacement of removed asphalt.
- e. Installation of the new light pole and the new electrical connections to renovated shelter and new concession/restroom building.
- f. Installation of electrical connection from the new transformer location to the new concession/restroom building. Transformer relocation shall be completed by MG&E.

Phase 2 – Public Works Contract 7933

FOR REFERENCE ONLY

Work includes, but is not limited to:

- a. Installation and maintenance of the erosion control measures and construction fence as identified in the Phase 2 Site Access and Erosion

Control Plan. This includes the removal of the control measures at the end of the contract period.

a. Removal of the existing parking lot and other site paving and the construction of the new parking lot and the new concrete and asphalt sidewalk areas. The extents of new concrete flatwork are to the outer face of the renovated shelter's new stairs and ramp, and to the face of the footings of the new concession/restroom building.

b. Construction of the new storm sewer system and biorentention area associated with the new parking lot.

c. Installation of new traffic signage and bicycle racks associated with the new concrete sidewalk areas.

d. Removal and construction of the new driveway entrance ramp at Fisher Street. This includes the salvage and reinstallation of the existing driveway gate.

e. Restoration of the site including all lawn and planting bed areas.

City of Madison
 Department of Public Works
PARKS DIVISION

City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

play
**MADISON
 PARKS**

REVISION

Graphical Scale
 0 40 ft



PROJECT: *PENN PARK
 SHELTER RENOVATION
 AND
 CONCESSION/RESTROOM
 BUILDING*

*PENN PARK
 2101 FISHER STREET
 MADISON, WI*

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

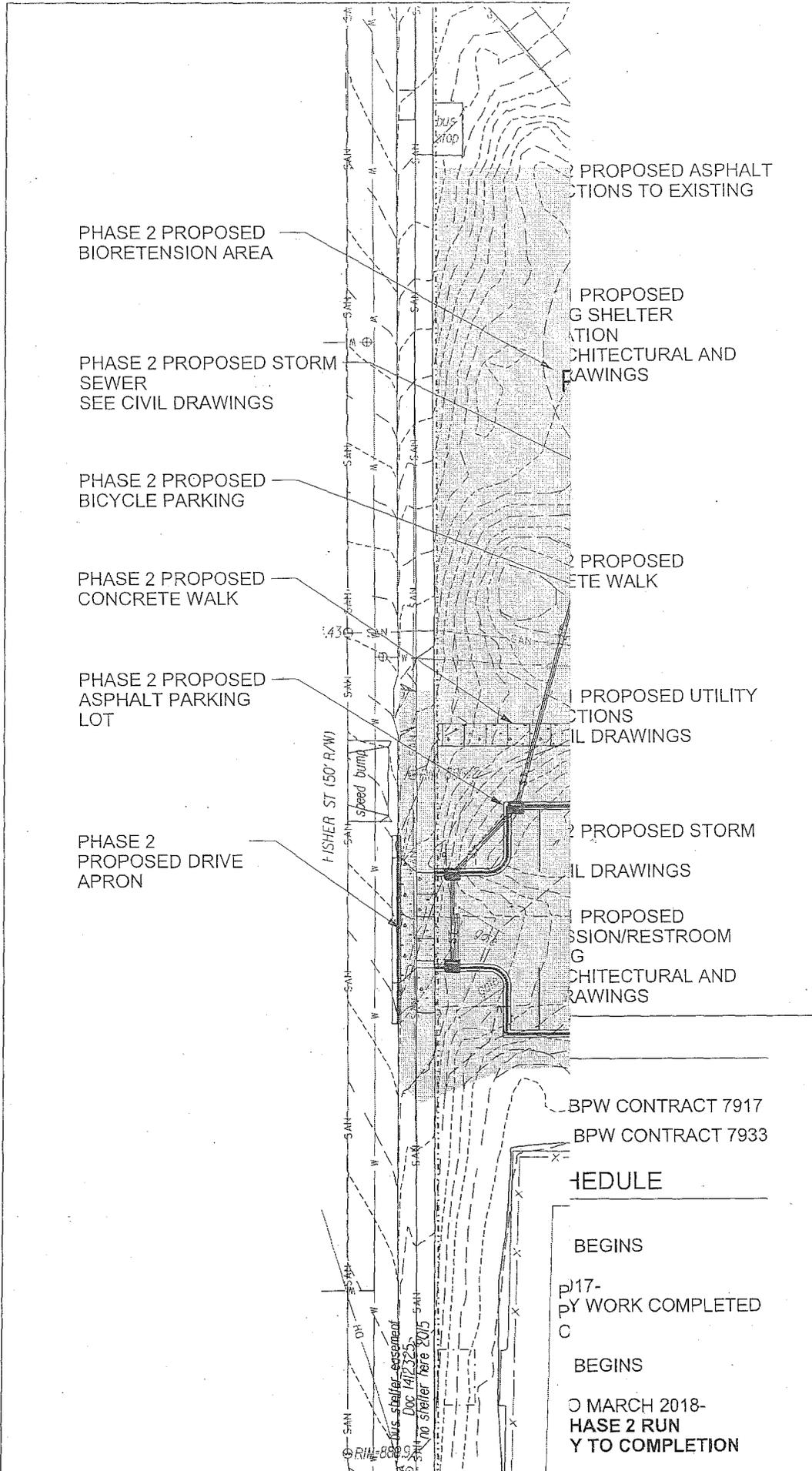
ITEM	DATE
Drawn by: MS	03-09-2017
Revised by: MS	03-29-2017

PUBLIC WORKS PROJECT #:
7917

SHEET TITLE:
**CONSTRUCTION
 PHASING PLAN**

SHEET NUMBER:

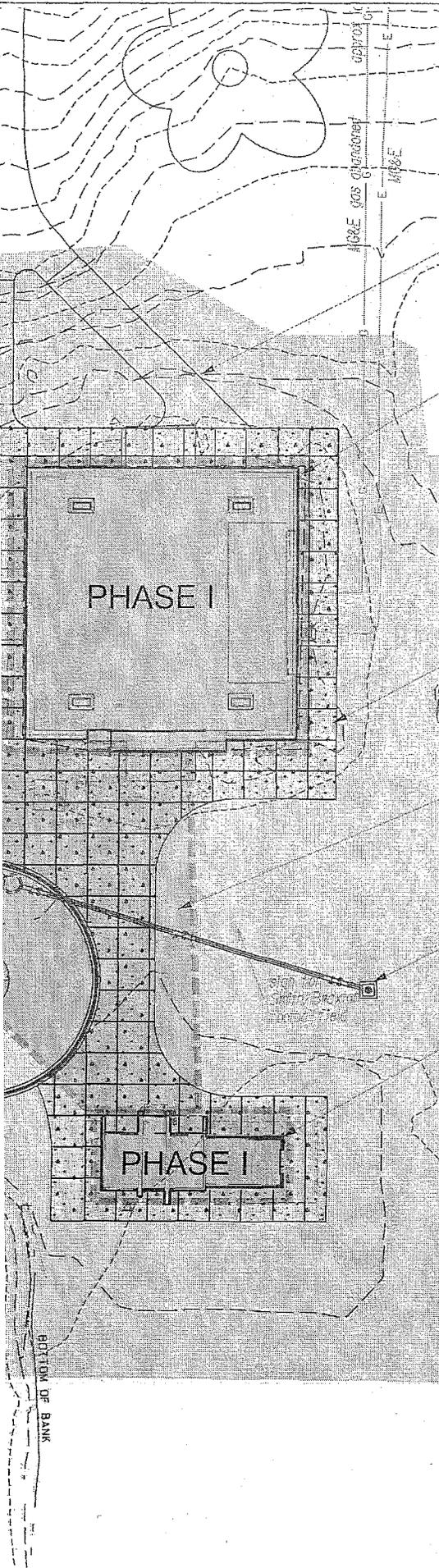
L200



BPW CONTRACT 7917
 BPW CONTRACT 7933

SCHEDULE
 BEGINS
 P17-
 PLY WORK COMPLETED
 C
 BEGINS
 MARCH 2018-
 PHASE 2 RUN
 TO COMPLETION

ORIGINAL



PHASE 2 PROPOSED ASPHALT CONNECTIONS TO EXISTING PATHS

PHASE 1 PROPOSED EXISTING SHELTER RENOVATION SEE ARCHITECTURAL AND CIVIL DRAWINGS

PHASE 2 PROPOSED CONCRETE WALK

PHASE 1 PROPOSED UTILITY CONNECTIONS SEE CIVIL DRAWINGS

PHASE 2 PROPOSED STORM SEWER SEE CIVIL DRAWINGS

PHASE 1 PROPOSED CONCESSION/RESTROOM BUILDING SEE ARCHITECTURAL AND CIVIL DRAWINGS

LEGEND

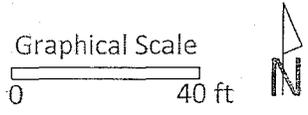
- EX. PARK
- PHASE I - BPW CONTRACT 7917
- PHASE II - BPW CONTRACT 7933

PHASING SCHEDULE

- JUNE 2017- PHASE 1 WORK BEGINS
- END OF JULY 2017- PHASE 1 UTILITY WORK COMPLETED
- AUGUST 2017- PHASE 2 WORK BEGINS
- AUGUST 2017 TO MARCH 2018- PHASE 1 AND PHASE 2 RUN CONCURRENTLY TO COMPLETION

City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

play
**MADISON
 PARKS**



PROJECT: *PENN PARK
 SHELTER RENOVATION
 AND
 CONCESSION/RESTROOM
 BUILDING*

*PENN PARK
 2101 FISHER STREET
 MADISON, WI*

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: MS	03-09-2017

PUBLIC WORKS PROJECT #:
7917

SHEET TITLE:
*CONSTRUCTION
 PHASING PLAN*

SHEET NUMBER:
L200



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

April 4, 2017

**NOTICE OF ADDENDUM
ADDENDUM 2**

CONTRACT NO. 7917

**PENN PARK SHELTER RENOVATION
AND CONCESSION/RESTROOM BUILDING**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Spec Section 08 71 00-Door Hardware, Part 3-Execution, 3.2 Hardware Schedule, A Hardware Set HS-1 (toilets 102, 103)

Remove: Push/Pull

Add: Lock Set L-2 at each restroom door (keep L-3 Deadbolt)

Add: Von Duprin 6211 heavy-duty electric strike, 24 volt and all necessary conduit and wiring back to control panel in Mechanical Room for complete system.

Drawing A100 Finish Plan 2

At Toilet 102, Add the following note: "Epoxy Floor"

Drawing A100B Floor Plan 2

At note for New Concrete Slab, add the following note: "4" concrete slab reinforced with 6x6 W2.1/2.1 woven wire mesh"

Drawing A300B and Drawing A301B Elevation 1 and 2

At note for New Concrete Slab, add the following note: "4" concrete slab reinforced with 6x6 W2.1/2.1 woven wire mesh"

Drawing C101 Site Utility Plan

At Keynote 1 change 3" DIP to 4" DIP from existing 6" water lateral to proposed concession building.

Drawing P100 Floor Plan – Plumbing 2

In Concession 104, add trench drain, location as indicated on A100 Floor Plan

END OF ADDENDUM

April 5, 2017
Page 2

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

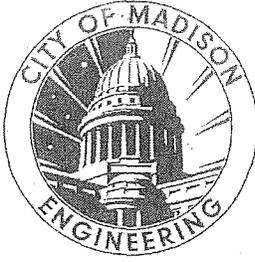
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 to receive the material by another route.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, looping letters.

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

Cc: Mike Dailey



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
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Assistant City Engineer
Michael R. Dailey, P.E.
Principal Engineer 2
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Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

April 6, 2017

**NOTICE OF ADDENDUM
ADDENDUM 3**

CONTRACT NO. 7917

**PENN PARK SHELTER RENOVATION
AND CONCESSION/RESTROOM BUILDING**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Spec Section 10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
Insert missing page 10 28 00-1. This page was not in the original Specification.

END OF ADDENDUM

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

SECTION 10 28 00 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B 19, ASTM B 16 (ASTM B 16M), or ASTM B 30.
- C. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T6 or 6463-T6.
- D. Sheet Steel: ASTM A 1008/A 1008M, 0.0359-inch (0.9-mm) minimum nominal thickness.
- E. Galvanized-Steel Sheet: ASTM A 653/A 653M, G60 (Z180).
- F. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- G. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.

2.2 TOILET AND BATH ACCESSORIES

- A. Toilet Tissue Dispenser:
 - 1. Basis-of-Design Product: Royce Rolls Ringer Co. Model # STP
 - 2. Type: Double-roll dispenser with paddle lock feature.
 - 3. Mounting: Surface mounted with concealed anchorage
 - 4. Material: Stainless steel.
 - 5. Operation: Controlled delivery
 - 6. Capacity: Designed for 4-1/2- or 5-inch- diameter-core tissue rolls.
- B. Liquid-Soap Dispenser:
 - 1. (Supplied by Owner installed by Contractor.)
- C. Grab Bar:
 - 1. Material: Stainless steel, 0.050 inch (1.3 mm) thick.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE - PENN PARK SHELTER RENOVATION & CONCESSION/RESTROOM BUILDING

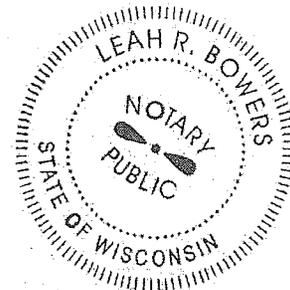
CONTRACT NO. 7917

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 - 2017 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. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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: JOHN RILEY

President
TITLE, IF ANY



Sworn and subscribed to before me this 7th day of April, 2017.

Leah R. Bowers

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/28/19

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

Contract 7917 – Kenneth F. Sullivan Co.

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

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

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Wednesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

- Addendum 1 *
- Addendum 2 *
- Addendum 3 *
- Addendum 4
- Addendum 5
- Addendum 6

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.

NONE

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. 7917

Small Business Enterprise Compliance Report

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

Cover Sheet

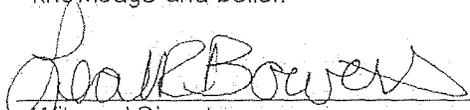
Prime Bidder Information

Company:	KENNETH F. SULLIVAN, CO.
Address:	1314 EMIL STREET
Telephone Number:	608-257-2289
Fax Number:	608-257-2906
Contact Person/Title:	MANDY STARK / PROJECT MANAGER

Prime Bidder Certification

Name:	MANDY STARK
Title:	PROJECT MANAGER
Company:	KENNETH F. SULLIVAN CO.

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



Witness' Signature



Bidder's Signature

4-7-2017

Date

PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING

CONTRACT NO. 7917
DATE: 4/7/17

Kenneth F. Sullivan Co.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - Base Bid - Lump Sum	1.00	\$779,499.00	\$779,499.00
Section B: Alternate 1			
90002 - ALTERNATE 1: Furnish and install kitchen equipment as indicated in Equipment Plan and listed in Equipment Schedule on Drawing A101 in the plan set. - Lump Sum	1.00	\$10,505.25	\$10,505.25
2 Items	Totals		\$790,004.25

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:

PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING CONTRACT NO. 7917

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

By

[Signature]

Date

4/6/2017

Name and Title

ROGER GRAFF

Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety

By

[Signature]

Date

4/3/17

Sheila Blum, Attorney-in-fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6517202 for the year 2017, 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.

4/3/17
Date

[Signature]
Agent Signature

9701 Brader Way #100

Address

Middleton, WI 53562

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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225411

Certificate No. 006954354

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

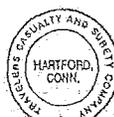
Keith Kaetterhenry, Sheila Blum, Nicole Huseh, Brian Vosberg, Cary Neess, Stan Heller, and Tom Whalen

of the City of Madison, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 24th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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.



[Signature: Marie C. Tetreault]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 20 17.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 3d day of May in the year Two Thousand and Seventeen 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 MAY 2, 2017, 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:

PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING CONTRACT NO. 7917

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of SEVEN HUNDRED NINETY THOUSAND FOUR AND 25/100 (\$790,004.25) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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



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, CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SEVEN HUNDRED NINETY THOUSAND FOUR AND 25/100 (\$790,004.25) 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:

**PENN PARK SHELTER RENOVATION AND CONCESSION/RESTROOM BUILDING
CONTRACT NO. 7917**

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 3rd day of May, 2017

Countersigned:

[Signature]
Witness

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

KENNETH F. SULLIVAN CO.

Company Name (Principal)

[Signature]
President Seal

Travelers Casualty and Surety Company of America

Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact Sheila Blum

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 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

5/3/17
Date

[Signature]
Agent Signature





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225411

Certificate No. 006954358

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

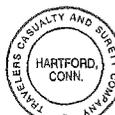
Keith Kaetterhenry, Sheila Blum, Nicole Huseh, Brian Vosberg, Cary Neess, Stan Heller, and Tom Whalen

of the City of Madison, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 24th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, recognize, 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, recognize, contract of indemnity, or writing obligatory in the nature of a bond, recognize, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.