

Contract Routing Form

printed on: 05/06/2019

ROUTING: Routine

Contract between: Maly Roofing Company Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Madison Water Utility Olin Ave. Vehicle Storage Building Roof Replacement

Contract No.: 8143 File No.: 55365
 Enactment No.: RES-19-00346 Enactment Date: 05/06/2019
 Dollar Amount: 311,800.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-7-2019	5-7-2019
Director of Civil Rights	5/8/19	5-9-19 FS
Risk Manager	5/13/19	5/13/19 RLV
Finance Director	05-13-2019	5/13/19 MCR
City Attorney	502 5-16-19	5-17-19
Mayor	5.17.19	5.17.19

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

Original + 2 Copies

05/06/2019 15:33:48 enjls - Jeff Belshaw 261-9835

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



Legislation Details (With Text)

File #: 55365 **Version:** 1 **Name:** Awarding Public Works Contract No. 8143, Madison Water Utility Olin Ave. Vehicle Storage Building Roof Replacement.

Type: Resolution **Status:** Passed

File created: 4/9/2019 **In control:** Engineering Division

On agenda: 4/30/2019 **Final action:** 4/30/2019

Enactment date: 5/6/2019 **Enactment #:** RES-19-00346

Title: Awarding Public Works Contract No. 8143, Madison Water Utility Olin Ave. Vehicle Storage Building Roof Replacement. (13th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8143.pdf

Date	Ver.	Action By	Action	Result
4/30/2019	1	COMMON COUNCIL		
4/17/2019	1	BOARD OF PUBLIC WORKS		
4/17/2019	1	BOARD OF PUBLIC WORKS		
4/9/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the roof replacement at the Water Utility's Vehicle Storage Building at Olin Avenue for \$336,740. Funding for the project is provided by Water Utility revenue bonds and was adopted in the 2019 capital budget within the Water Utility's Facility Improvements capital program.

MUNIS:
12594

Awarding Public Works Contract No. 8143, Madison Water Utility Olin Ave. Vehicle Storage Building Roof Replacement. (13th AD)

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

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

See attached document (Contract No. 8143) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8143
MADISON WATER UTILITY OLIN AVE. VEHICLE STORAGE BUILDING ROOF REPLACEMENT

MALY ROOFING COMPANY, INC.

\$311,800.00

Acct. No. 12594-86-140: 54210 (90963)
Contingency 8%±

\$311,800.00
24,940.00

GRAND TOTAL

\$336,740.00

Jurisdiction: Wisconsin

Demographics

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

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

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

Address

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

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

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

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

Phone, Email, Website

Phone

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

Email

Type	E-mail
Email	helpdesk@unitedfiregroup.com

Website

No results found.

Company Type

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

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

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

Appointments

Show 10 entries

Showing 1 to 2 of 1991 entries

Search: easl

License Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Casualty	09/21/1998	01/11/2019	03/15/2020
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Property	09/21/1998	01/11/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

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

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	United Fire & Casualty Company	

\$311,800.00
FILE

BID OF MALY ROOFING COMPANY, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF
REPLACEMENT

CONTRACT NO. 8143

PROJECT NO. 12594

MUNIS NO. 12594

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 30, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING
ROOF REPLACEMENT
CONTRACT NO. 8143**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS A-1
SECTION B: PROPOSAL SECTION B-1
SECTION C: SMALL BUSINESS ENTERPRISE..... C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT..... E-1
SECTION F: BEST VALUE CONTRACTING..... F-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

This Proposal, and Agreement have
been prepared by:

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



Alan Larson, P.E., B.C.E.E.
Water Utility Principal Engineer

2-20-19

RFP:



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:	MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF REPLACEMENT
CONTRACT NO.:	8143
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	03/29/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	03/28/2019
BID SUBMISSION (2:00 P.M.)	04/04/2019
BID OPEN (2:30 P.M.)	04/04/2019
PUBLISHED IN WSJ	02/28/2019 & 03/07 & 03/14 & 03/21/2019

PRE-BID WALK THROUGH MEETING:

An optional single pre-bid conference will be conducted to familiarize contractors with on sites conditions.

1. The meeting will be held at **2:30 PM on Wednesday, March 27, 2019**
2. This meeting will take place on site at the Madison Water Utility Vehicle Storage Building located 119 East Olin Ave, Madison Wisconsin.
3. A representative from the Water Utility will be on hand to conduct a building walk through, discuss the plans, specifications and expectations of the contract.
4. Questions, clarifications will be answered per addendum.

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF REPLACEMENT CONTRACT NO. 8143

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

SECTION 109.2 PROSECUTION OF THE WORK

Following execution of the contract, coordinate start of work and construction schedule with the Engineer. Start work within ten (10) days of the date of the start work letter. Once started, prosecute the work as quickly as possible to completion. It is anticipated but not guaranteed that work may commence in mid June 2019.

The total time for completion of this contract is SIXTY SEVEN (67) CALENDAR DAYS from the date of the start work letter. Complete all work under this contract no later than **November 1, 2019**

Madison Water Utility
Olin Ave. VSB Roof Replacement

BIDDING DOCUMENTS

**PROJECT MANUAL
MADISON WATER
UTILITY – VEHICLE
STORAGE BUILDING
ROOF
REPLACEMENT**

**CONTRACT# 8143
MUNIS # 12594**

**LOCATION OF WORK:
119 EAST OLIN AVE.**

FEBRUARY 19TH, 2019



Madison Water Utility

CONTACTS:

CITY OF MADISON:

**PROJECT MANAGER:
MADISON WATER UTILITY
Jeff Belshaw
119 East Olin Ave.
Madison, WI 53713
(608) 261-9835**

Madison Water Utility
Olin Ave. VSB Roof Replacement

TABLE OF CONTENTS

SCOPE OF WORK & GENERAL CONDITIONS

SECTION 1- PERMITS

SECTION 2 - SUBMITTALS

SECTION 3 – ROOF DEMOLITION, CONSTRUCTION
WASTE MANAGEMENT & DISPOSAL

SECTION 4 - OPERATION & MAINTENANCE DATA

SECTION 5 – METAL PANEL ROOFING SYSTEM

EXHIBITS

SCOPE OF WORK AND GENERAL CONDITIONS

SCOPE OF WORK

The intent of this project is to replace the existing 17,000 Sqft. (approximate, contractor to verify area) of shingled roof with a metal panel roofing system.

- A. Furnish and install concealed clip metal panel roofing system, including but not limited to:
1. All work to comply with roofing manufacturer's requirements for the specified warranty.
 2. Preparation of roofing substrates, including complete tear off of shingles, edge metal, fascia, etc. Wood nailers for roofing attachment.
 3. Damaged or rotting R-20 Ventilated Nailable insulation replacement – As approved by the engineer.
 4. Self-adhering underlayment.
 5. Metal roof edging and coping.
 6. Flashings
 7. Other roofing-related items specified or indicated on drawings or otherwise necessary to provide a complete roofing system.
 8. Furnish and install Non-Penetrative Snow guard system around entire perimeter of roof.
 9. Furnish and install all other work and materials considered to be normal and required by the roof material manufacturer for the roofing system specified.

WORK TO BE DONE BY OWNER

- A. The owner's intent is to prepare the site for the project with a limited amount of specialized photovoltaic work that will facilitate roofing installation in a timely manner. This work involves the owner removing the existing photovoltaic panels prior to the existing roof demolition and re-installing them after the work under this contract is accepted.

SPECIAL SITE CONDITIONS

A. PARKING

1. There is no on-site vehicle parking available for the Contractor's use.
2. Utilize the access road to the Alliant Energy Center off Olin Ave.
3. Only park vehicles on the shoulder of the access road.

B. STAGING AREA

1. The owner will provide a staging area for materials and equipment.
2. The staging area will be coordinated with the engineer prior to mobilizing, or the delivery of any materials.

C. NOISE

1. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 p.m. to 7:00 a.m. in such manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons or ordinary sensibilities. The intent here is to not allow the use of equipment, i.e. hammers, powers saws, compressors, pneumatic tools, etc. between the hours of 7:00 p.m. to 7:00 a.m., when the noise would disturb neighbors.

D. BARRIERS

1. The building and site may be occupied during normal construction hours.
2. The Water Utility is operational 24 hours a day, 7 days a week, minimize the disruption of operations of the personnel and the two buildings at this location throughout construction.
3. All entrance areas shall be protected from debris by adequate barriers, shielding and guarding.

E. TOILETS

1. There will be no restroom access at the site.
2. Provide and maintain sanitary temporary toilets in sufficient number required for the workforce employed.
3. Location of temporary toilets shall be approved by the Owner. Location shall be away from the Water Utility administration building out of plain site.
4. The temporary toilets shall comply with International Building Code Chapter 29 on Plumbing Systems.
5. Toilets shall be self-contained chemical type.
6. Maintain and supply the temporary toilets in a sanitary condition at all times.

F. CLEANING

1. Materials:
 - I. Use only cleaning materials recommended and approved by manufacturer for surface to be cleaned.
 - II. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
2. During Construction:
 - I. Keep, premises free from accumulations of waste materials or rubbish caused by work for this project at all times.
 - II. Remove miscellaneous waste and debris from premises daily. Broom clean construction area at the end of each workday.
 - III. Schedule cleaning operations and provide protection to prevent damage to finish surfaces.
 - IV. Dispose of or store roved or unused materials and waste in places designated by Owner, immediately upon removal or demolition.

- V. Provide containers for waste disposal.
 - VI. Use of existing dumpsters and on site trash containers shall not be permitted.
3. Final Cleaning
- I. At project completion, clean visible soiling from work, remove temporary labels and leave work clean and ready for Owner use and occupancy.

END OF SECTION

SECTION 1 PERMITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Each project has varying requirements for permits, inspections, and fees based on the scope, size and location of the project.
- B. The City of Madison (Owner) is subject to all permits, inspections and associated fees for construction, demolition, utility connection, storm management, and other similar requirements that may be required to complete the scope of work associated with these contract documents.
- C. The General Contractor (GC) shall be responsible for obtaining all permits, inspections and paying for all associated fees specifically identified within this specification.

1.2 REFERENCES

- A. The following references are not intended to be all-inclusive. It shall be the GC's responsibility to determine all requirements based on the scope of work in the contract documents.
- B. City of Madison Ordinances: Review all ordinances that may require a permit of fee that may be connected with a required permit. Contact the following City Agencies to determine the exact requirements during bidding:
 - 1. Building Inspection
 - 2. Zoning
 - 3. Engineering
 - 4. Water Utility
 - 5. Traffic Engineering
 - 6. Others as may be specified by the contract documents.

- C. State Statues
- D. Other Regulatory Regulations
- E. Other Agencies or companies
 - 1. Madison metropolitan Sewerage District
 - 2. Local gas and electric companies
 - 3. Other utility companies

1.3 GENERAL CONTRACTORS REQUIREMENTS

- A. The GC is responsible for all the following:
 - 1. Execute application for all required permits as may be required by the scope of work described within the contract documents.
 - 2. Paying all fees associated with the application of any required permits.
 - 3. Scheduling all required inspections that may be conditions of any required permits.
- B. The GC shall provide high quality scanned images of all required permits and inspections to the City Project Manager.

END OF SECTION

SECTION 2 SUBMITTALS

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide submittals of review of all materials associated with this project. Submittals shall include but not be limited to all of the following:
 - 1. Shop, piece, erection, and other such drawings as indicated in the specifications to ensure all structural, dimensional, and assembly requirements are being met.
 - 2. Submittals indicating installation sequencing.
 - 3. Contractor licensing, certification, and other such regulatory documentation when required by a specification.
 - 4. Other Submittals as maybe required by individual specifications.

- B. The submittal process shall not be used to determine alternates to specified products or equipment. All considerations shall be reviewed during the bidding process and acceptable alternates shall be acknowledged by addendum prior to the closing of bidding. See bidding instructions for the information on submitting alternates for consideration.
- C. In the event that a manufacturer has significantly changed, a product (discontinued a model, changed dimension or performance data changed available colors, etc.) Since bid opening the GC shall notify the City Project Manager requesting other approved alternates prior to uploading a digital submittal.
- D. Contractors and sub-contractors shall be responsible for knowing the submittal requirements of ALL sections within their scope of work under the contract. The Owner reserves the right to request documentation on any materials, equipment, or product being installed where a submittal is not on file. If the material, equipment, or product installed is determined not to meet the intent of the specification the contractor/sub-contractor shall be required to remove and replace the items involved. The GC shall be solely responsible for all costs associated with the removal and replacement.

1.2 RELATED REFERENCES

- A. All Technical Specifications, contract documents, construction drawings, and any published addendums during the bidding process.
- B. All contract documents generated during the execution of the contract

1.3 SUBMITTAL REQUIREMENTS

- A. A completed submittal shall meet the following requirements:
 - 1. Digital submittal shall be original PDF of manufacturer's data sheets or high quality color scan of the same.
 - 2. Submittals shall not include sales fliers or other similar documents that typically do not provide complete manufacturer's data.
 - 3. Documents within PDF submittal shall be printable to a sized sheet no less than 8-1/2 by 11 inches and no larger than 24 by 36 inches.
 - 4. Where multiple model numbers appear in a table, the contractor shall identify the specific model being submitted by using a RED Square, box or other designation to distinguish the correct model from others on the page.
- B. A complete submittal will include all information associated with the product or equipment as presented in plans, equipment tables, and specifications. Information shall include, but not be limited to the following:
 - 1. Dimensional data
 - 2. Performance data
 - 3. Resource requirements, power, water, waste, etc.
 - 4. Clearance and maintenance requirements

5. Finish information, colors, textures, etc.
6. Warranty information
- C. Where a submittal includes material samples (carpet, tile, paint draw downs, etc.) the contractor shall do the following:
 1. The contractor shall submit the sample(s) as indicated in the specification.
 2. The contractor shall include a quality photograph(s) of the product with the digital submittal.

PART 2 EXECUTION

2.1 GENERAL CONTRACTORS PROCEDURES

- A. Submit all required submittals electronically.
- B. All submittals will come from the GC.
- C. Uploading/sending submittals indicates the GC has reviewed and approved the submittal against the contract document requirements.
- D. The GC shall discuss submittal status at all progress meetings and shall monitor submittal review/approval/re-submittal so as to not incur delays in the project schedule.
- E. The GC and sub-contractors shall provide re-submittals as required.

2.2 SUBMITTAL REVIEW

- A. The submittal shall be reviewed internally by the required Architect/Engineer and Owner Representative in a timely fashion and provide commentary on missing items, incorrect information, or incomplete shop drawings, etc. as needed.
- B. Information will be transmitted electronically.

END OF SECTION

SECTION 3 ROOF DEMOLITION, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

- A. This specification includes administrative and procedural requirements for the recycling, re-use, salvaging, and disposal of non-hazardous construction and demolition waste.
- B. The General Contractor shall be fully responsible for complying with all applicable ordinances and other such regulatory requirements during the execution of this contract.

1.2 RELATED SPECIFICATIONS

- A. Section 4 – Submittals
- B. Other Division and Specifications that may address the proper disposal of construction or demolition waste as it pertains to work being conducted under that particular specification.

1.3 CITY ORDINANCES

- A. There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and demolition waste.
 - 1. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements associated with this ordinance including definitions, documentation requirements, and penalties.
 - 2. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements associated with applying for and receiving a demolition permit.
- B. All City of Madison, Board of Public Works, contracts being conducted for construction, remodeling, or demolition shall comply with the above ordinances regardless of project type or size.

PART 2 EXECUTION

2.1 GENERAL GUIDELINES FOR ALL WASTES

- A. Recycling all paper and beverage containers used by workers, sub-contractors, suppliers and visitors to the project site.
- B. All revenues, savings, rebates, tax credits, and other such incentives received from recycling, reusing, or salvaging waste materials shall accrue to the GC unless specified otherwise in the contract documents.
- C. Separate recyclable, reusable and salvable waste from other waste materials, trash, and debris.
 - 1. Separate by type in appropriate containers or designated areas according to the approved waste management plan away from the construction area. Do not store within the drip lines of existing trees.
 - 2. Inspect containers and bins frequently for contamination and inappropriately sorted materials. Remove contaminated materials and re-sort as necessary.
 - 3. Stockpile bulk materials such as sand, topsoil, stone, etc., on site away from the construction area and without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water, and cover to prevent windblown dust. Do not store within the drip lines of existing trees.
 - 4. Whenever possible, store items off the ground and/or protect them from the weather.

2.2 GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE

- A. The following guidelines are not a complete or all-inclusive list and shall be adjusted as needed by the methods and procedures identified in the Waste Management Plan.
- B. Asphalt paving: Break-up into transportable pieces or grind, transport to an authorized recycling facility.
- C. Carpet and Pad: Separate carpet and pad scraps, containerize and transport to an authorized recycling facility.
- D. Ceiling System Components: Suspend Ceiling system components shall be sorted by material type as follows:
 - 1. Broken, cut or damaged tiles shall be containerized, transported to an authorized recycling facility.
 - 2. Damaged, or cut tracks, trim and other metal grid system components shall be sorted with other metals of similar types, palletize, transport to an authorized facility.
- E. Clean Fill: When allowed by Division 31 Specifications; concrete, masonry, stone, asphalt pavement, sand and other such materials may be used as clean fill on this project site. The GC shall verify with the Project Engineer, as necessary prior to using any materials as clean fill. Materials shall be processed, placed and compacted as specified. If not being re-used on site, transport to an authorized recycling facility.
- F. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials, structural or engineered wood products, and pallets or crates. Clean wood shall be free of paints, stains, oils, preservatives and other such contaminants.
 - 1. Useable pieces shall be sorted by type and dimension, bundled and transported off site by the GC or returned to the supplier.
 - 2. Non-usable pieces shall be palletized or containerized, transported to an authorized recycling facility.
 - 3. Clean, uncontaminated sawdust and wood shavings shall be bagged, transported to an authorized recycling facility.
- G. Concrete: Break-up into transportable pieces, remove all reinforcing and other metals, transport to an authorized recycling facility.
- H. Glass products: Shall be sorted by types, do not include light fixtures lamps and bulbs. Products broken in shipment shall be returned to the supplier. Broken or cracked items still in frames shall be taped to prevent further breakage and injury to workers. Transport to authorized recycling facility.
- I. Gypsum Board: Stack large clean pieces on wooden pallets or containers, store in a dry location, transport to an authorized facility.
- J. Light fixtures lamps and bulbs: Fluorescent tubes shall be containerized, transported to an authorized recycling facility.
- K. Masonry and CMU: Remove all metal reinforcing , anchors, and ties, clean undamaged pieces and neatly stack on pallets, transport damaged pieces to an authorized recycling facility.

- L. Metals: Sort metals including but not limited to siding, and roofing panels shall be sorted by material, palletized or bundle as needed and transported to an authorized recycling facility.
 - 1. Architectural metals including but not limited to siding, soffit, and roofing panels shall be sorted by material, palletized or bundled as needed and transported to an authorized recycling facility.
 - 2. Miscellaneous metals such as aluminum, brass, bronze, etc. shall be sorted by type, containerized or palletized as necessary, transported to an authorized recycling facility.
- M. Packaging and shipping materials.
 - 1. Cardboard boxes and containers: Breakdown all cardboard boxes and containers into flat sheets. Bundle and store in a dry location until transported for recycling.
 - 2. Pallets:
 - I. Whenever possible, require deliveries using pallets to remove them from the project site.
 - II. Neatly stack pallets in preparation for reusing them or providing them to other companies for salvage or re-use.
 - III. Break down pallets into component wood pieces that comply with the requirements of recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 - IV. Crates: Break down crates into component wood pieces that comply with the requirements for recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 - V. Polystyrene Packaging: Separate and bag materials.
- N. Piping and conduit: Reduce all piping and conduit to straight lengths, sort and store by size, material and type. Remove supports, hangers, valves, boxes, sprinkler heads, and other such components, sort and store by material and size. Transport to authorized recycling facilities according to material types.
- O. Roofing: Roofing materials shall be sorted and containerized by type, transported to authorized recycling facilities according to material types.
- P. Site-Clearing Waste: Sort all site waste by type.
 - 1. Only stockpile soil types and quantities required for re-use on project site. All remaining quantities shall be transported off site to an authorized facility receives such materials.
 - 2. Brush, branches, and trees with no marketable re-use shall be transported to facilities for chipping into mulch.
 - 3. Trees with marketable re-use shall be salvaged and transported to facilities that specialize in processing trees for future use as wood products.

2.3 GUIDELINES FOR DISPOSAL OF WASTES

- A. Any waste that is contaminated, organic, or cannot be recycled, re-used, or salvaged shall be legally disposed of in an authorized landfill or incinerator. Disposal methods shall follow all applicable regulatory requirements.
- B. No waste material of any kind shall be buried on the project site at any time.
- C. No burning of any kind of waste material shall be permitted on this project site at any time.
- D. Paints and Stain: Paints, stains and their containers shall be disposed of as follows:
 - 1. Whenever possible, containers should be thoroughly cleaned immediately after emptying and sorted with as appropriate (metal or plastic) for recycling.
 - 2. Empty containers, regardless of type or base material, may be disposed of with lids off general garbage.
 - 3. Latex paint may be placed with general garbage if properly solidified as follows:
 - I. Small amounts (an inch or less in can): Remove lids and allow paint to dry out in the can and harden. Protect can from rain and freezing.
 - II. Large amounts (more than one inch): Mix paint with equal amounts of cat litter, stir and allow to completely dry. Alternate method: mix with commercial paint hardener.
 - 4. Oil-based or combustible paints and stains, regardless of liquid or solid, shall be transported to an approved facility that takes such items such as Dane Count Clean Sweep Sites.
- E. Treated Wood Materials: Treated wood materials including but not limited to wood that has been painted, stained, or chemically treated shall not be recycled or incinerated.

END OF SECTION

SECTION 4 OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SUMMARY

- A. The purpose of this specification is to provide clear responsibilities and guidelines related to providing well documented and complete Operation and Maintenance (O&M) Data related to general facility use, equipment, systems, finishes, and materials to the City of Madison Staff (Owner, Owner Representatives, Maintenance, and Custodial Personnel) as needed.
- B. For primary roofing projects Operation and Maintenance Data shall consist of both of the following categories:
 - 1. Operation and Maintenance Data: Generally shall mean the owner manual that provides information on start-up, shut-down, operation, troubleshooting, maintenance, parts and other such documentation as it pertains to all equipment and systems installed under the work.

1.2 QUALITY ASSURANCE

- A. All O&M Data shall meet the requirements identified in Section 1.4 below.
- B. Provide O&M Data for each piece of equipment, system, or finish installed during the installation of the work. Subcontractor shall provide O&M Data to the General Contractor (GC) for verification and submittal.
- C. The GC shall be responsible for receiving all required O&M Data files from all contractors for verifying that all files submitted meet the requirements in Section 1.4 below.

1.3 O&M DATA REQUIREMENTS

- A. O&M Data shall be provided in digital PDF format as follows:
 - 1. PDF files shall be complete first generation consumer useable editions of PDF documents as provided by any of the following.
 - 1) Product manufacturer
 - 2) Supplier of product
 - 3) Product manufacturer internet site
 - 2. Acceptable PDF files shall have the following functionality:
 - 1) Word Searchable
 - 2) Key areas are bookmarked
 - 3) Table of Contents and/or Index linked to content is preferred whenever possible.

3. Scanned printed material, with word searchable capabilities, saved as a PDF, is not acceptable and will be rejected without further review.
- B. O&M Data shall include but not limited to the following manufacturers' published information as appropriate for the equipment, system, material, or finish:
1. Product Data Sheets for all materials used in the roofing system installation, including drains, roof hatches and other specialty products as applicable.
 2. Shop drawings for insulation thickness (taper plans) with over all R-Value, all details for the roofing system i.e. penetrations, terminations, drains, scuppers and flashing.
 3. Maintenance procedures and recommended inspections
 4. General use, care, and cleaning instructions
 5. Special precautions and safety requirements
 6. A list of certified equipment vendors, service companies, parts suppliers including company name, address, and phone number.
 7. Warranty information for roofing systems (Manufacturers and installer), metal flashing warranty and other specialty equipment as applicable.

1.4 O&M DATA SUBMITTALS

- A. O&M Data shall be prepared as identified in this specification
- B. O&M Data Draft submittals will be reviewed for content, procedure and compliance only. A general critique with recommendations for improvement will be made, but re-submittals will not be required.
- C. O&M Data Final submittals will be reviewed for content, procedure and compliance. Re-submittals will be required until such time, as each submittal is accepted.

PART 2 EXECUTION

2.1 O&M DATA PREPERATION – GENERAL

- A. Prepare O&M Data for draft and final submission as follows:
 1. Obtain digital PDF files for each piece of equipment, system, material or finish as described in Sections **1.3.A.1** and **1.3.A.2** above
 2. Verify that all information as described in Section **1.3.B** above is included with the PDF file. Obtain missing information as necessary for a complete submittal.
- B. Submit the draft copy of O&M Data in a single PDF file. Owner shall review the O&M file and resubmit within fifteen (15) working days.
- C. Submit the completed digital PDF files to the Engineer prior to final payment.

END OF SECTION

SECTION 5 METAL PANEL ROOFING SYSTEM

PART 1 GENERAL

1.1 SUMMARY

The intent of this project is to replace the existing 17,000 Sqft. (approximate, contractor to verify area) of shingled roof with a metal panel roofing system.

- A. Furnish and install concealed clip metal panel roofing system, including but not limited to:
 - 1. All work to comply with roofing manufacturer's requirements for the specified warranty.
 - 2. Preparation of roofing substrates, including complete tear off of shingles, edge metal, fascia, etc. Wood nailers for roofing attachment.
 - 3. Damaged or rotting R-20 Ventilated Nailable insulation replacement – As approved by the engineer.
 - 4. Self-adhering underlayment.
 - 5. Metal roof edging and copings.
 - 6. Flashings.
 - 7. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete roofing system.
- B. Dispose of all demolition debris and construction waste In compliance with all applicable federal, state, and local regulations. Recycle and disposal of any materials shall meet or exceed all City of Madison ordinances.
- C. Furnish and install Non-Penetrative Snow guard system around entire perimeter of roof.
- D. Furnish and install all other work and materials considered to be normal and required by the roof material manufacturer for the roofing system specified.

1.2 REFERENCE STANDARDS

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASCE 7 -Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.
- C. ASTM A653/A653M -Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.

Madison Water Utility
Olin Ave. VSB Roof Replacement

- D. ASTM A792/A792M – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010 (Reapproved 2015)
- E. ASTM D19701D1970M -Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2013.
- F. ASTM E84 -Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
- G. ASTM E108 -Standard Test Methods for Fire Tests of Roof Coverings; American Society for Testing and Materials; 2011.
- H. ASTM E136 -Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C; 2012.
- I. ASTM E1592 -Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 2005 (Reapproved 2012)
- J. ASTM E1646 -Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 1995 (Reapproved 2011).
- K. ASTM E1680 -Standard Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems; American Society for Testing and Materials; 2011.
- L. ASTM D2126 – Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging
- M. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics
- N. ASTM C209 - Standard Test Methods for Cellulosic Fiber Insulating Board
- O. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics
- P. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials
- Q. ASTM D1622 - Standard Test Method for Apparent Density of Rigid Cellular Plastics
- R. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- S. ASTM D1623 - Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics
- T. MBMA -Metal Roofing Systems Design Manual; Metal Building Manufacturers Association; .2012.
- U. PS 1 -Construction and Industrial Plywood; 2009.
- V. PS 20 -American Softwood Lumber Standard; 2010.
- W. 13. UL 580 -Standard for Tests for Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- X. 14. UL 2218 -Standard for Impact Resistance of Prepared Roof Covering Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.3 ESTABLISHING A CHANGE ORDER

- A. Where the General Contractor believes a significant change in the contract scope warrants the submittal of a change order, the GC shall do all of the following within ten (10) working days after the discovery of the change in scope:
 - 1. Review the change with all necessary trades and sub-contractors required by the change in scope.
 - I. Additions or deletions to the contract scope shall be as directed by the Owner/Engineer.
 - II. Additions or deletions of labor and materials shall be determined by the GC based on the directives of the Owner/Engineer.
 - 2. Assemble all required back-up documentation for additions and deletions including material breakdown, labor breakdown and other related contract costs as needed.
 - 3. Submit the change order to the Owner/Engineer.
- B. Submitting the change order does not obligate the GC to complete the work associated with the changer order, nor does it obligate the Owner to approve the changer order as a change to the contract.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's data sheets on each product to be installed and manufacturer's standard detail drawings applicable to this project.
 - 1. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- B. Samples: Submit following samples for approval:
 - 1. 12 inch (300 mm) long sample of roof panel.
 - 2. Roof attachment clips.
 - 3. Color chips for selection of finish color and sheen.
 - 4. After selection of finish color, provide two 3 by 5 inch (75 by 125 mm) metal samples finished in color selected.
- C. Shop Drawings (Metal roof): Provide drawings prepared specifically for this project for all relevant conditions, including plans and elevations, sections and details, specified loads, flashings, roof edges, terminations, expansion joints, curbs, penetrations, underlayment's, drainage and special conditions. Specifically include interfaces with materials not supplied by metal roof panel manufacturer and identify each component and its finish. Show work to be field fabricated or field assembled.
- D. Pre-Installation Notice: Provide a copy of the manufacturer's required Pre-Installation Notice (PIN) accepted and approved by the manufacturer.

- E. Manufacturer's Installation Inspection Reports: Manufacturer may, at its option, inspect the installation at any time to appraise the installing contractor of their compliance with manufacturer's requirements. Typical inspections will include:
 - 1. Inspect the underlayment prior to the installation of the metal roofing panels. The installer is responsible for assuring that the substrate is in suitable condition for the installation of the metal roofing components to the substrate.
 - 2. Intermediate inspections to ensure proper installation of the metal roofing panels (if required).
 - 3. At final completion of all metal roofing system work.
 - 4. Submit to Owner, for the project record, a copy of each report of inspection made.
- F. Executed Warranty, by authorized company official upon final close-out.
- G. Detail drawing of gutter and downspout re-attachment if removal is necessary.
- H. Verify that shop drawings prepared by metal roof panel manufacturer have been approved and are available to installers; do not use drawings prepared by others for installation drawings.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Roofing installer shall have received training from metal panel manufacturer for installation of the specified roof panel system.
 - 2. Roofing installer shall have a minimum of 5 years' experience installing the manufacturer's specified roof panel system.
 - 3. Having and using only equipment authorized and inspected by metal panel manufacturer.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
 - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
 - 2. Notify Owner five (5) working days in advance of conference.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Exercise extreme care in unloading, storing, and installing metal panels to prevent bending, warping, twisting, and surface damage.

Madison Water Utility
Olin Ave. VSB Roof Replacement

- C. Store products above ground on well-supported platforms that provide minimum of 1:48 slope. Store under waterproof covering or indoors and provide proper ventilation of metal components to prevent condensation build-up between metal components.
- D. Product storage in parking stalls is not permitted.
- E. Protect adjacent property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.

1.7 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Manufacturer's warranty is in addition to, and not a limitation of, other rights the owner may have under the contract documents.
- C. Waterproofing Warranty: Provide manufacturer's warranty for weathertightness of roofing system, including agreement to repair or replace roofing that fails to keep out water within specified warranty period of 20 years from date of substantial completion.
- D. Manufacturer's System Warranty:
 - 1. Limit of Liability: No dollar limitation.
 - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - I. Ordinary wear and tear of the elements
 - II. Manufacturer's defect in materials
 - III. Defective workmanship used to install these materials
 - IV. Damage due to winds up to 55 mph
 - 3. No Covered:
 - I. Damage due to winds in excess of 55 mph
 - II. Damage due to hurricanes or tornadoes
 - III. Hail
 - IV. Intentional damage
 - V. Unintentional damage due normal rooftop inspections, maintenance, or service.
- E. Painted Finish Warranty to Include:
 - 1. Film Integrity
 - 2. Color Change
 - 3. Fading
 - 4. Chalking
- F. Painted Finish Warranty Period: 20 years commencing on date of substantial completion.

PART 2 PRODUCTS

2.1 ARCHITECTURAL METAL PANEL ROOF

- A. Metal Roofing: Provide complete engineered roofing system complying with specified requirements and capable of remaining weathertight while withstanding movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
 - 1. Steel panels:
 - I. Aluminum-zinc alloy-coated steel conforming to ASTM A792/A792M; minimum AZ55 coating or Galvanized/Galvannealed steel conforming to ASTM A653/A653M
 - II. Steel thickness: Minimum 22 Gauge (0.29 inch)
 - 2. Profile: Standing Seam, with minimum 2.0 inch seam height; concealed fastener system for field seaming with special tool.
 - 3. Texture: Stucco embossed.
 - 4. Length: Full length of roof slope, without lapped horizontal joints.
 - 5. Width: Minimum panel coverage 16 inches.
 - 6. Color: To be selected by owner from manufacturer's standard and premium colors.
 - 7. Basis-of-design: MBCI, BattonLok HS and Firestone UNA-CLAD UC-14
- C. Until Ready for use, keep materials in their original containers as labeled by the manufacturer.
- D. Consult panel manufacturer's instruction, container labels, and Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

2.2 ATTACHMENT SYSTEM

- A. Concealed System: Provide manufacturer's standard stainless steel concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement and support of photovoltaic panel roof support system.

2.3 ACCESSORIES AND MISCELLANEOUS ITEMS

- A. Miscellaneous Sheet Metal Items: Provide flashing, trim, moldings, closure strips, preformed crickets, caps and equipment curbs of the same material, thickness, color and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.

Madison Water Utility
Olin Ave. VSB Roof Replacement

- B. Sealants:
 - 1. Exposed Sealant: Elastomeric; Silicone, Polyurethane, or Silyl-terminated polyether/polyurethane.
 - 2. Concealed Sealant: Non-Curing butyl sealant or tape sealant.
- C. Underlayment: Self-adhering rubber-modified asphalt sheet complying with ASTM D1970/D1970M; with strippable release film and woven polypropylene sheet top surface.
 - 1. Minimum Requirements: Comply with requirements of ICC-ES AC188 for non-self-adhesive sheet.
 - 2. Sheet Thickness: 22 mil (0.022 Inch) minimum total thickness.
 - 3. Self Sealability: Passing nail sealability test specified in ASTM D1970/D1970M.
 - 4. Low Temperature Flexibility: Passing test specified in ASTM D1970/D19740M
 - 5. Water Vapor Permeance: 0.067 perm, maximum, when tested in accordance with ASTM E96/E96M Procedure A (Desiccant Method).
- D. Roof Sheathing
 - 1. R-20 Ventilated Nailable Insulation, 5/8" OSB
- E. Snow Guard System
 - 1. Non-Penetrative system.
 - 2. Color to match metal panels

PART 3 INSTALLATION

3.1 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation
- C. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptance of project conditions and requirements.
- D. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- E. Perform work using competent and properly equipped personnel.
- F. Worker safety is the responsibility of the contractor.
- G. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall

be completed as required to provide a watertight condition.

- H. Install roofing only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- I. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
- J. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.

3.2 ROOF DEMOLITION

- A. Protect adjacent property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
- B. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- C. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
- D. Dispose of all demolition debris and construction waste in compliance with all applicable federal, state, and local regulations. Recycle and disposal of any materials shall meet or exceed all City of Madison ordinances.
- E. Protect roof substrate from inclement weather. i.e. rain, snow, sleet etc.

3.3 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Verify that the substructure installation is in accordance with the approved shop drawings and roof panel manufacturer's requirements that the fasteners are correct for the substrate, and the substrate is installed to accommodate and support the appropriate clip spacing and attachment.
- D. Verify that installed work of other trades that such work is complete to a point where the roofing system installation may commence.
- E. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete and properly located.
- F. In event of discrepancy, notify Architect in writing; do not proceed with installation until discrepancies have been resolved.

3.4 UNDERLAYMENT

- A. Install underlayment in accordance with manufacturer's instructions.
- B. Install self-adhered underlayment over entire roofing surface.

3.5 REPLACEMENT OF ROOF SHEATHING

- A. Inspection and approval
 - 1. Only damaged roof sheathing will be permitted for replacement
 - 2. Locate and identify each sheet that is in need of replacement.
 - 3. Do not replace any sheets until approval is given by Owner/Engineer.
- B. Installation
 - 1. Furnish and install R-20 Ventilated Nailable Insulation, 5/8" full (8'X4') sheets only. No payment will be made for partial replacement.
 - 2. Protect roof substrate from inclement weather. i.e. rain, snow, sleet etc.
- C. Measurement and Payment
 - 1. Measured by each completed unit.

3.6 ROOF PANEL INSTALLATION

- A. Install the metal roof panel system in accordance with the manufacturer's instructions, installation drawings, and approved shop drawings, so that it is weather tight and allows for thermal movement.
- B. Locate space and fasten all clips in accordance with roof panel manufacturer's recommendations. For required fasteners, use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the sealing washers.
- C. Do not place utility penetrations through the panel seams.
- D. Do not allow panels or trim to come in contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc). Protect from water run-off from these materials.
- E. Perform field cutting of panels and related sheet metal components by means of hand or electric shears. At no time shall a hot/friction saw be used.
- F. Remove protective film immediately after installation.

3.7 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by roof panel manufacturer's recommendations and details.
- B. Install metal trim, accessories, and edgings in locations indicated on the drawings.
- C. Follow roofing manufacturer's instructions.
- D. Remove protective plastic surface film immediately before installation.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing system abuts to; extend flashing at least 8 inches high above system surface.
- F. Flashing at Penetrations: Flash all penetrations passing through the panel; make flashing seals directly to the penetration.
- G. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical.
- H. Where pre-molded pipe flashings are not practical, provide flashing detail as recommended by metal panel manufacturer.

3.8 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

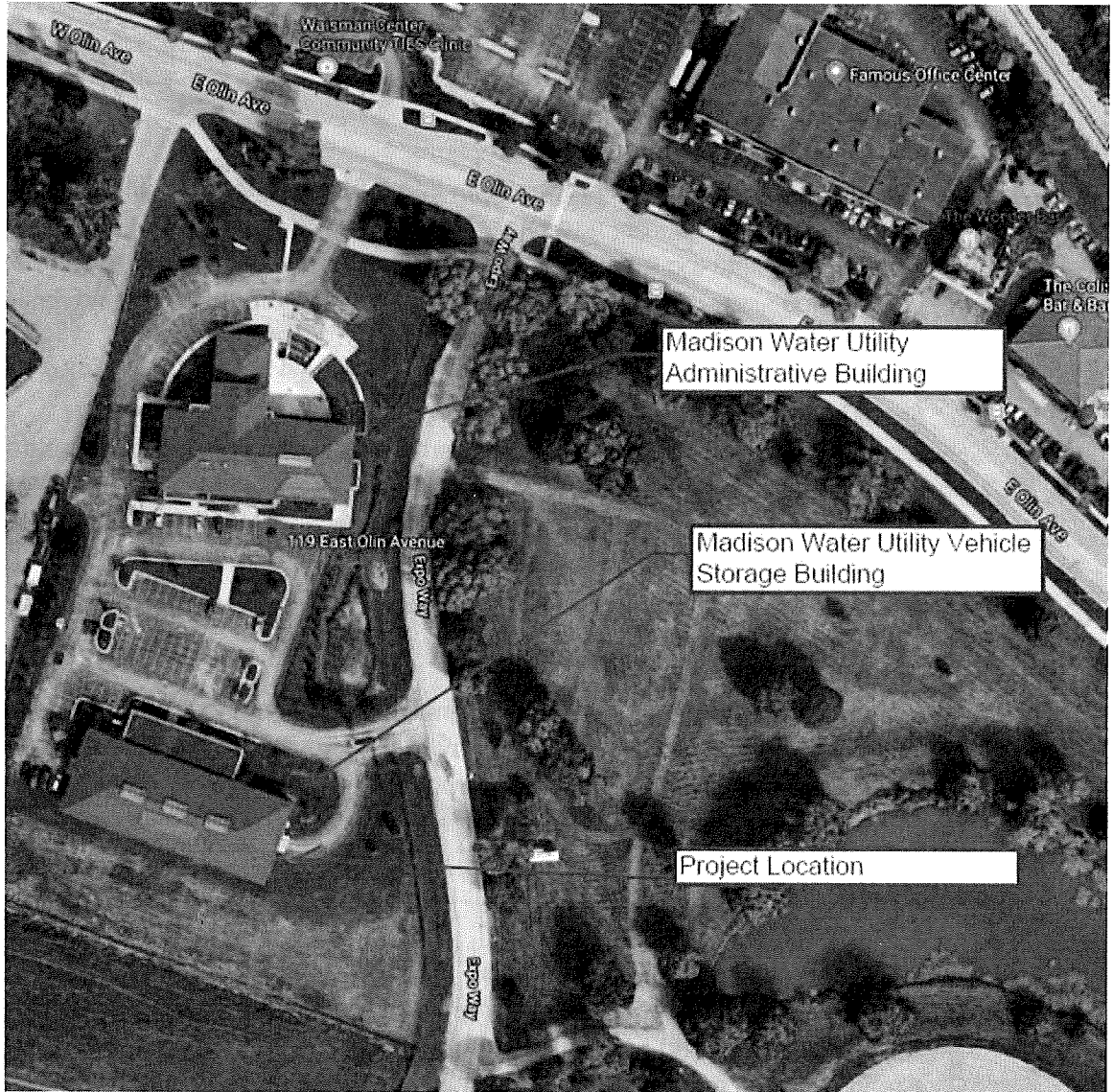
3.9 ADJUSTING AND CLEANING

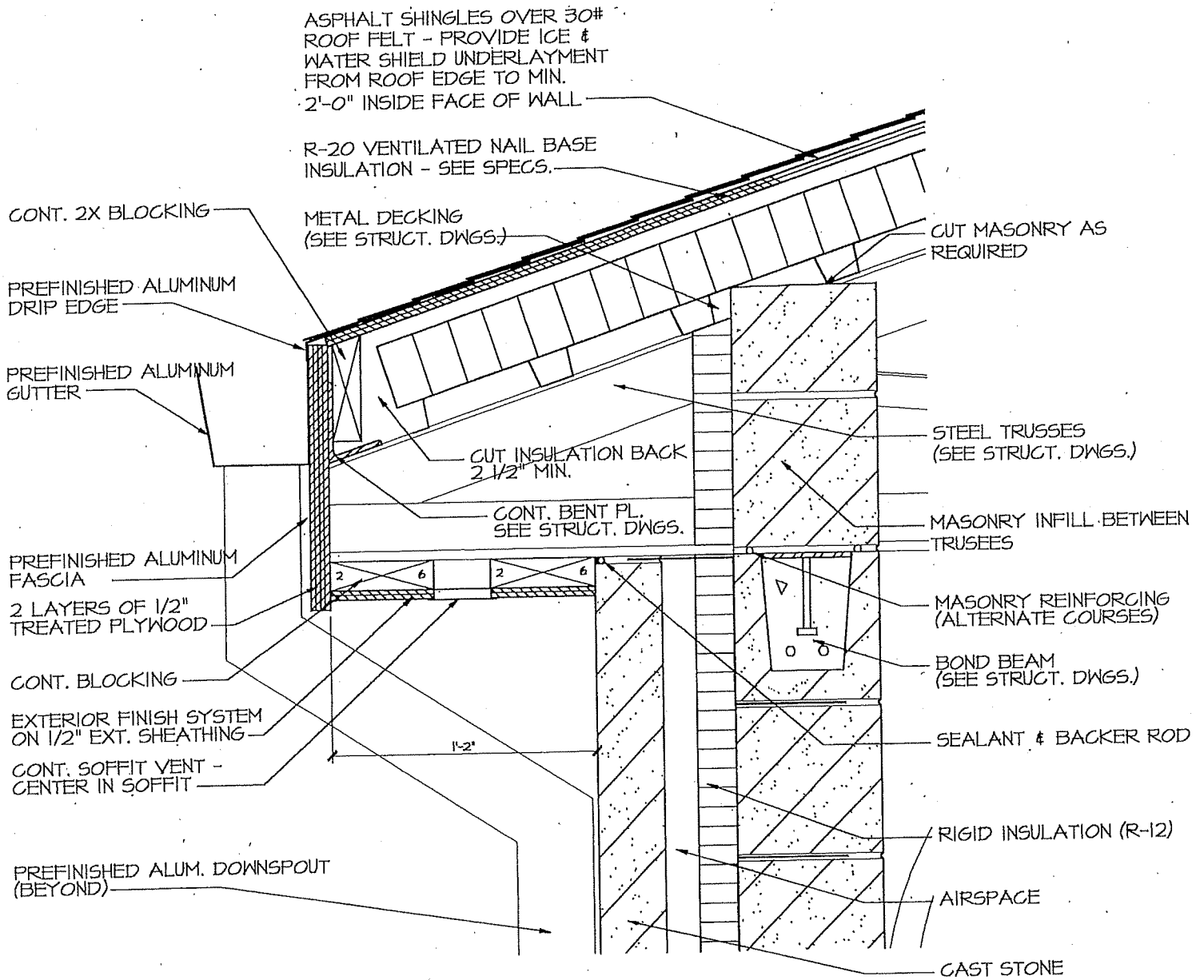
- A. Repair panels having minor damage
- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panels surface promptly after installation in accordance with the recommendations of panel and coating manufacturer.
- D. Clean all contaminates generated by roofing work from building and surrounding areas, including adhesives, sealants and coatings.
- E. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturer of components and surfaces.
- F. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

END OF SECTION

Madison Water Utility
Olin Ave. VSB Roof Replacement

EXHIBITS – FOR INFORMATIONAL PURPOSES ONLY.





HIP ROOF NON-BEARING DETAIL

SCALE: 1/2" = 1'-0"

1
7.23

BrayAssociates
ARCHITECTS, INC.
 Sheboygan, WI • Middleton, WI

Copyright © 2003 Bray Associates Architects, Inc.

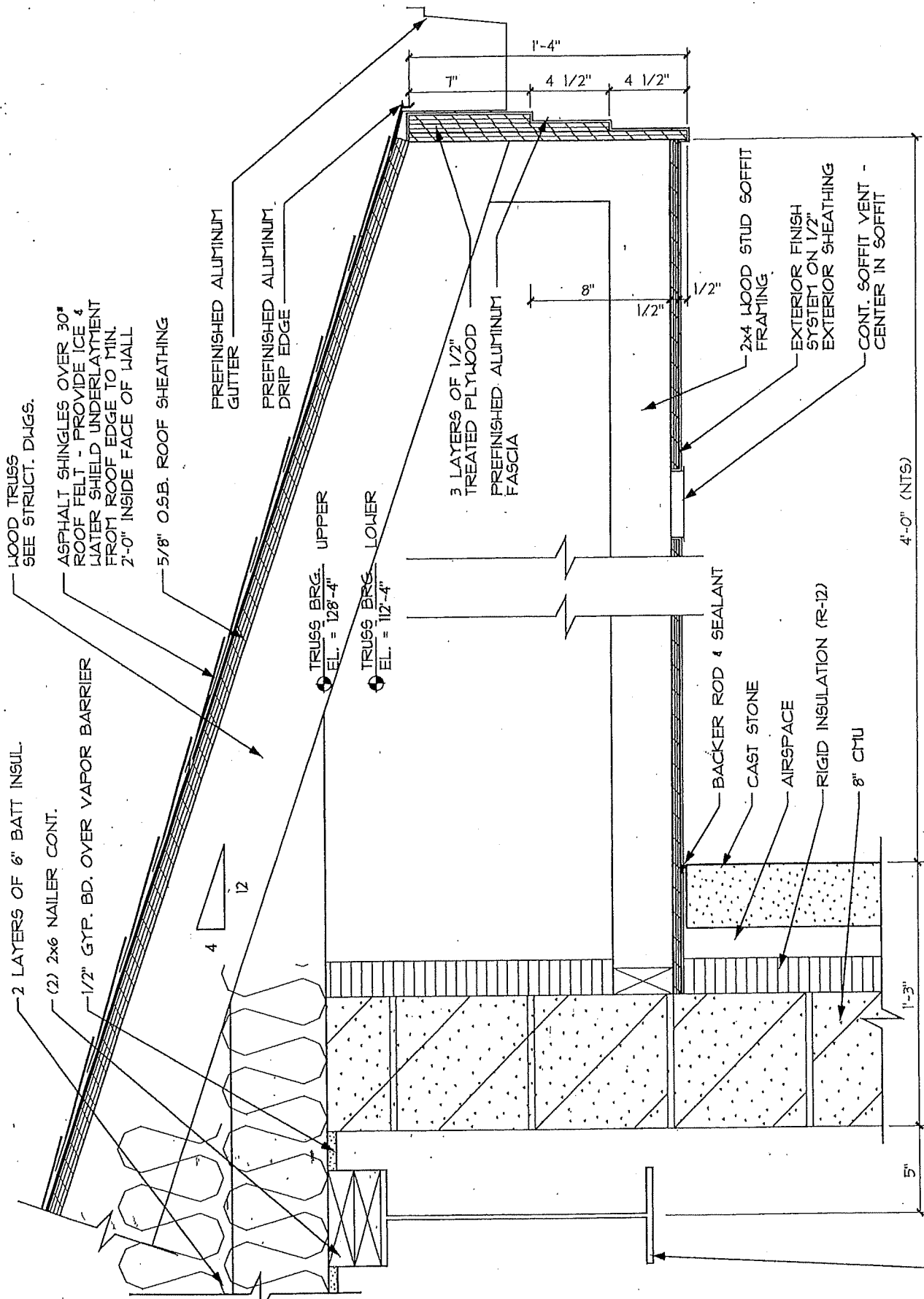
City of Madison Water Utility
 Madison, Wisconsin

Job No. 2519

Date 10-27-03

Rev. Δ
 Δ
 Δ

7.23



WOOD TRUSS
SEE STRUCT. DWGS.

ASPHALT SHINGLES OVER 30"
ROOF FELT - PROVIDE ICE &
WATER SHIELD UNDERLAYMENT
FROM ROOF EDGE TO MIN.
2'-0" INSIDE FACE OF WALL

5/8" O.S.B. ROOF SHEATHING

PREFINISHED ALUMINUM
GUTTER

PREFINISHED ALUMINUM
DRIP EDGE

TRUSS BRG. UPPER
EL. = 128'-4"

TRUSS BRG. LOWER
EL. = 112'-4"

3 LAYERS OF 1/2"
TREATED PLYWOOD
PREFINISHED ALUMINUM
FASCIA

2x4 WOOD STUD SOFFIT
FRAMING

EXTERIOR FINISH
SYSTEM ON 1/2"
EXTERIOR SHEATHING

CONT. SOFFIT VENT -
CENTER IN SOFFIT

4'-0" (NTS)

BACKER ROD & SEALANT

CAST STONE

AIRSPACE

RIGID INSULATION (R-12)

8" CMU

1'-3"

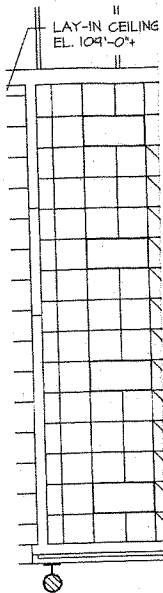
STEEL BEAM - SEE
STRUCTURAL DWGS

**TYP. ROOF EDGE
OVERHANG & MASONRY WALL**

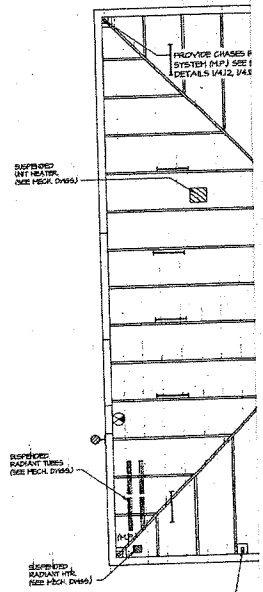
SCALE: 1 1/2" = 1'-0"

1
7.04

Job No.	2519
Date	10-27-03
Rev.	△ △ △



2 Reflected Ceiling Plan - V105
SCALE: 1/4"=1'-0"



1 Reflected Ceiling Plan
SCALE: 1/4"=1'-0"

Bray Associates
ARCHITECTS, INC.

665 NORTH WASH POND ROAD
HOOVER, AL 35562

PHONE (205) 831-8775
FAX (205) 831-2619

PROJECT
CITY OF
MADISON
WATER UTILITY
- VEHICLE
STORAGE
BUILDING

MADISON,
WISCONSIN

PROJECT NUMBER
2519VS

OWNER
CITY OF MADISON

CONSULTANTS

SEAL/SIGNATURE

ISSUED FOR
Construction
Documents

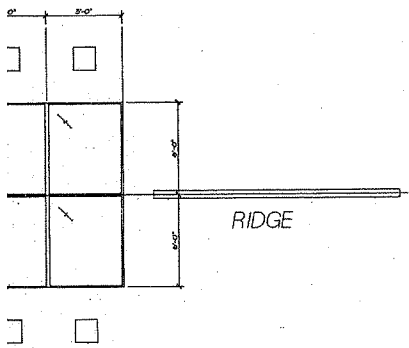
ITEM	DATE
S.D. - REVISION	02-28-01
ISSUED TO AIA	02-27-01
APPROVAL BY	02-28-01
PREP/NO. APPROVAL	2-28-01

DRAWN BY: chr
CHECKED BY: chr

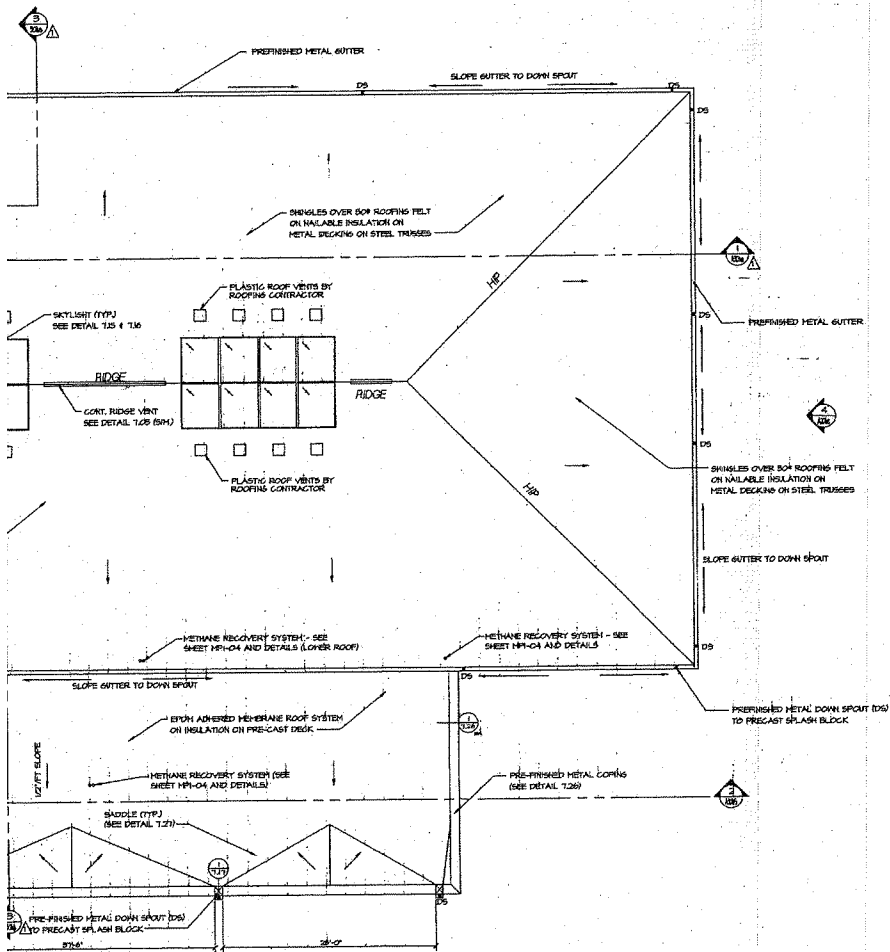
SHEET TITLE
**REFLECTED
CEILING PLAN,
ENLARGED
CEILING
PLAN AND
LIGHT
FIXTURES**

SHEET NUMBER
A103VS

Copyright © 2001 by Bray Associates, Inc.



DOF VENTS BY CONTRACTOR



BrayAssociates
ARCHITECTS, INC.

1158 NORTH IRISH POINT ROAD
MIDDLETON, WI 53562

PHONE (608) 831-8778
FAX (608) 831-2019

PROJECT
**CITY OF
MADISON
WATER UTILITY
- VEHICLE
STORAGE
BUILDING**

MADISON,
WISCONSIN

PROJECT NUMBER
2519VS

OWNER
CITY OF MADISON

CONSULTANTS

AS BUILT

SEAL/SIGNATURE

ISSUED FOR
Construction Documents

ITER#	DATE
D.A. - ISSUED	06-04-08
ISSUED TO NO.	11-07-08
APPROVED BY	08-10-08
FOR NO. APPROVAL	04-04-08

DRAWN BY: chr
CHECKED BY: chr

SHEET TITLE
**ROOF PLAN
AND
SKYLIGHT
DETAIL**

SHEET NUMBER
A104VS

BrayAssociates
ARCHITECTS, INC.

1408 NORTH HIGH POINT ROAD
MADISON, WI 53762

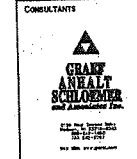
PHONE (608) 831-0775
FAX (608) 831-2619

PROJECT
**CITY OF
MADISON
WATER
UTILITY**

MADISON,
WISCONSIN

PROJECT NUMBER
2519

OWNER
CITY OF MADISON



SCALE/SIGNATURE

AS BUILT

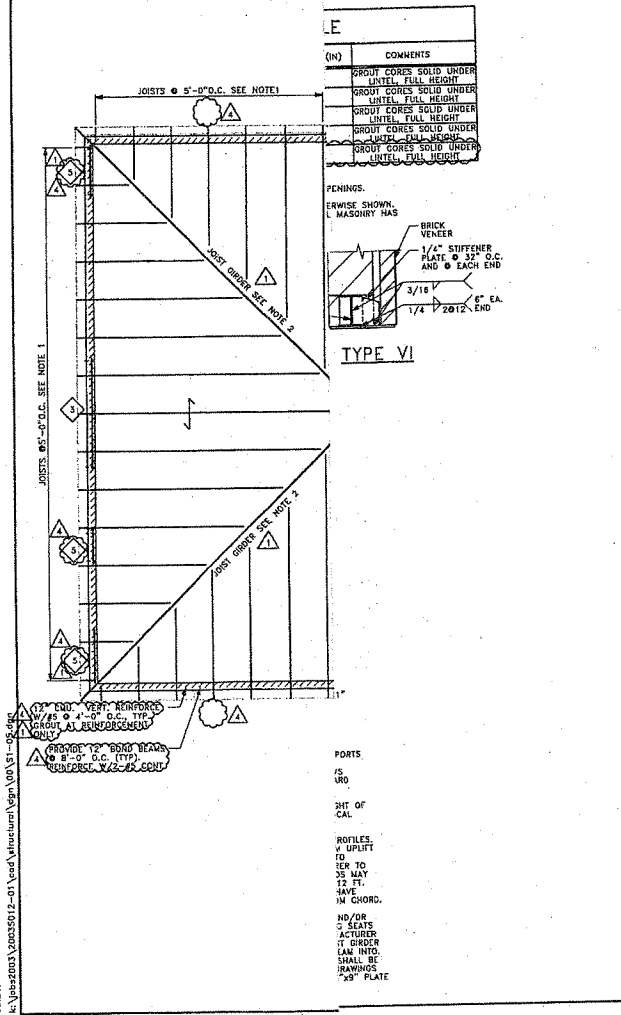
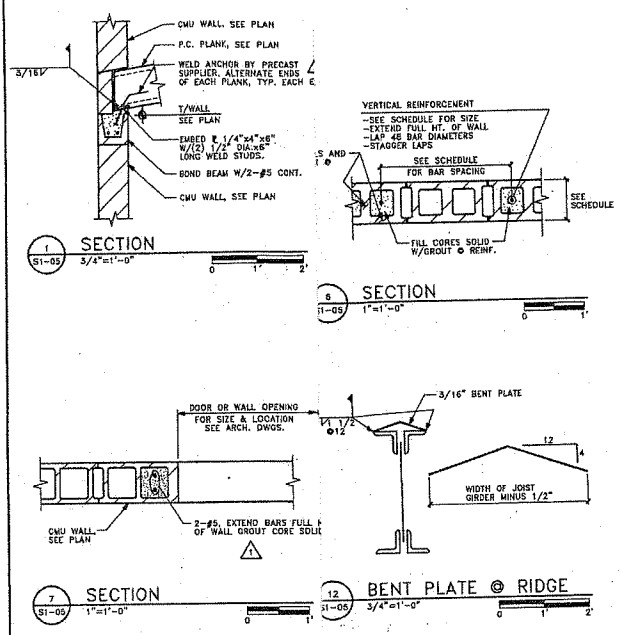
ISSUED FOR
**CONSTRUCTION
DOCUMENTS**

DATE	BY
02-26-03	DD
03-27-03	ISSUED TO BID
04-01-03	ADDENDUM #1
03-18-04	POST BID ADDENDUM #2

DRAWN BY: **RJC**
CHECKED BY: **BES**

SHEET TITLE
**VEHICLE STORAGE
BUILDING
ROOF PLAN
LINTEL SCHEDULE**

SHEET NUMBER
SI-05



03/08/2006
08:28:45 AM
k:\pbr2003\20030512-01\end\mccormack\pbr\0311-05.dwg



**Madison
Water Utility**

www.madisonwater.org - 119 East Olin Avenue, Madison, WI 53713-1431 - TEL 608.266.4651 - FAX 608.266.4426

March 28, 2019

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8143
MADISON WATER UTILITY OLIN AVE VEHICLE
STORAGE BUILDING ROOF REPLACEMENT

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

SPECIAL PROVISIONS:

ADDITION TO SCOPE OF WORK AND GENERAL CONDITIONS "SPECIAL SITE CONDITIONS".
ADD LINE ITEM #4 UNDER SECTION D BARRIERS, PAGE D-3.

The flat roof covering the entrance to the Vehicle storage building shall be protected by a rigid material such as, extruded polystyrene to avoid damage to the roof membrane by falling debris, tools and equipment. Precaution should be taken when installing the extruded polystyrene to avoid plugging the roof drains. The flat roof shall not be used as a staging area for any materials or tools and should not be used as access to the roof being replaced.

PRE-BID MEETING AGENDA:

ATTACHED TO THIS ADDENDUM IS THE PRE-BID MEETING AGENDA FOR REVIEW.

Please acknowledge this addendum on page E-1 of the contract documents and/or in Section E: Bidder's Acknowledgment 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 any documents pertaining to this addendum, please contact Jeff Belshaw at 608-261-9835.

Sincerely,

MADISON WATER UTILITY
Al Larson, PE, BCEE
Principal Engineer Water

C. **NOISE**

1. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 p.m. to 7:00 a.m. in such manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons or ordinary sensibilities. The intent here is to not allow the use of equipment, i.e. hammers, powers saws, compressors, pneumatic tools, etc. between the hours of 7:00 p.m. to 7:00 a.m., when the noise would disturb neighbors.

D. **BARRIERS**

1. The building and site may be occupied during normal construction hours.
2. The Water Utility is operational 24 hours a day, 7 days a week, minimize the disruption of operations of the personnel and the two buildings at this location throughout construction.
3. All entrance areas shall be protected from debris by adequate barriers, shielding and guarding.

4. **The flat roof covering the entrance to the Vehicle storage building shall be protected by a rigid material such as, extruded polystyrene to avoid damage to the roof membrane by falling debris, tools and equipment. Precaution should be taken when installing the extruded polystyrene to avoid plugging the roof drains. The flat roof shall not be used as a staging area for any materials or tools and should not be used as access to the roof being replaced.**

E. **TOILETS**

1. There will be no restroom access at the site.
2. Provide and maintain sanitary temporary toilets in sufficient number required for the workforce employed.
3. Location of temporary toilets shall be approved by the Owner. Location shall be away from the Water Utility administration building out of plain site.
4. The temporary toilets shall comply with International Building Code Chapter 29 on Plumbing Systems.
5. Toilets shall be self-contained chemical type.
6. Maintain and supply the temporary toilets in a sanitary condition at all times.

F. **CLEANING**

1. Materials:
 - I. Use only cleaning materials recommended and approved by manufacturer for surface to be cleaned.
 - II. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
2. During Construction:
 - I. Keep, premises free from accumulations of waste materials or

Google Maps Madison Water Utility



Flat roof to be protected.

Google

**WATER UTILITY OLIN AVE. ROOF REPLACEMENT
PRE-BID MEETING AGENDA
Wednesday 3/27/2019 2:30 PM**

Project Overview:

The intent of this project is to replace the existing shingles with a metal panel roofing system. Approximately 17,000 Sqft. (Contractor to verify)

SBE and Bid dates:

1. SBE Goal – 4%
2. SBE pre bid meeting – 3/29/2019 1:00 at 1600 Emil St.
3. Prequalification Application due by 2:00 on 3/28/2019
4. Bids are due 4/4/2019 by 2:00
5. Bid opening is 4/4/2019 2:30

Contract:

1. Following contract execution, we will coordinate start of work and construction schedule. Work shall begin within 10 days of start work letter.
2. The total time for completion of this contract is **SIXTY SEVEN (67) CALENDAR DAYS**. Complete all work under this contract no later than November 1st, 2019.

Scope of Work and General Conditions:

1. Solar panels will be removed by City of Madison prior to roofing contractors work.
2. Tear off and dispose of existing shingles
3. Install underlayment according manufacturer's instructions
4. Install a concealed clip metal panel roofing system.
5. Replace damaged roof sheathing as approved by owner.
6. Install snow guard system around entire perimeter of roof.
7. Contractor responsible for all permits.

Water Utility Property Restrictions and safety:

1. Contractor parking is limited to Expo Way.
2. Do not block any parking stalls. We are overcrowded as it is!
3. Material storage will be coordinated at pre-con

Questions?

Site Visit

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE Madison Water Utility Olin Ave Vehicle Storage Building Roof Replacement.
CONTRACT NO. 8143

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

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

James C. Ken
SIGNATURE

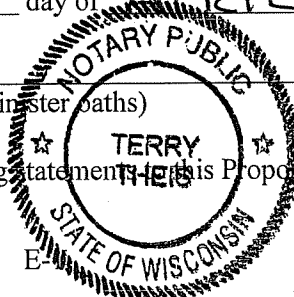
President
TITLE, IF ANY

Sworn and subscribed to before me this 4 day of APRIL, 2019.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires NOV - 8, 2019

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



SECTION F: BEST VALUE CONTRACTING

**MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF
REPLACEMENT
CONTRACT NO. 8143**

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
 - Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
 - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
 - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
 - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
 - Contractor has been in business less than one year.
 - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
 - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
 - The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

CONTRACT NO. 8143

Small Business Enterprise Compliance Report

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

Cover Sheet

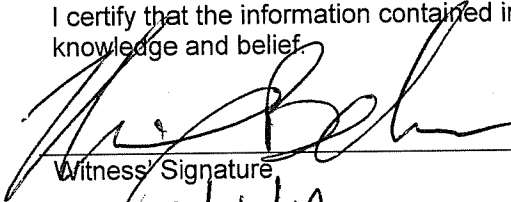
Prime Bidder Information

Company:	Maly Roofing Company
Address:	4202 Robertson Road, Madison WI 53714
Telephone Number:	608-249-7663
Fax Number:	608-249-7555
Contact Person/Title:	Pam Keener / President

Prime Bidder Certification

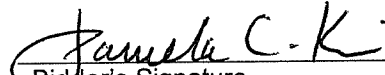
Name:	Pam Keener
Title:	President
Company:	Maly Roofing Company, Inc.

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
4/4/19

Date



Bidder's Signature

MADISON WATER UTILITY OLIN AVE. VEHICLE STORAGE BUILDING ROOF REPLACEMENT

CONTRACT NO. 8143

DATE: 4/4/19

**Maly Roofing Company,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
1 - METAL PANEL ROOFING SYSTEM - LS	1.00	\$307,600.00	\$307,600.00
2 - R-20 NAILABLE INSULATION ROOF SHEATHING - EACH	25.00	\$168.00	\$4,200.00
2 Items	Totals		\$311,800.00

SECTION G: BID BOND

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

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

MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF REPLACEMENT CONTRACT NO. 8143

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

Maly Roofing Company, Inc.

Name of Principal

Pamela C. Keener
By

April 4, 2019

Date

Pamela C. Keener
Name and Title

Seal SURETY

United Fire & Casualty Company

Name of Surety

Connie Easland
By

April 4, 2019

Date

Connie Easland, Attorney In Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6504657 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

April 4, 2019

Date

Connie Easland
Agent Signature

PO Box 45470

Address

Madison, WI 53744-5470

City, State and Zip Code

608-828-0232

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No: 00016394
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Obligor
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CITY OF MADISON 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703
FIDELITY & SURETY
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

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

UNITED FIRE GROUP
 SUSAN SIMONEAU, CONNIE EASLAND, TIMOTHY A. DRAXLER, MICHAEL ZAHN, EACH INDIVIDUALLY
FIDELITY & SURETY **UNITED FIRE GROUP**
FIDELITY & SURETY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire July 31st, 2019 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2019

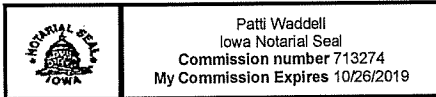


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

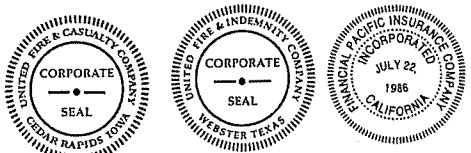
On this 1st day of April, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 1st day of April, 2019.



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 1ST day of MAY in the year Two Thousand and Nineteen between **MALY ROOFING COMPANY, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **APRIL 30, 2019**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF REPLACEMENT CONTRACT NO. 8143

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 **THREE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED AND NO/100 (\$311,800.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF
REPLACEMENT
CONTRACT NO. 8143**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

MALY ROOFING COMPANY, INC.

Georgia Terlanini 4/22/19
Witness Date

Georgia Terlanini 4/22/19
Witness Date

Company Name
James C. Keni 4/22/19
President Date

R. J. Kenes 4/22/19
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Phil Medsker 5/16/19
Finance Director Date

John Cini 5.17.19
Witness Date

James SA 5-7-19
Witness Date

Neil P. My 5.17.19
City Attorney Date

[Signature] 5.17.19
Mayor Date

Maibeth Witzel-Behl 5-7-2019
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MALY ROOFING COMPANY, INC. as principal, and United Fire & Casualty Company Company of Cedar Rapids, IA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED AND NO/100 (\$311,800.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

MADISON WATER UTILITY OLIN AVE VEHICLE STORAGE BUILDING ROOF REPLACEMENT CONTRACT NO. 8143

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 1st day of May, 2019

Countersigned:

Joseph T. McGuire
Witness

Dani J. Keines
Secretary

Approved as to form:

Neil P. My
City Attorney

MALY ROOFING COMPANY, INC.

Company Name (Principal)

James C. Keener
President Seal

United Fire + Casualty Co
Orville Estlund
Surety Seal

Salary Employee Commission

By _____
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6504657 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 1, 2019
Date

Orville Estlund
Agent Signature



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

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

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

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

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

The Authority hereby granted shall expire the 21st day of November, 2019 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of November, 2017



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

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 21st day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15 day of May, 2015



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