

Contract Routing Form

ROUTING: Routine

printed on: 06/12/2018

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

Project: Gates of Heaven - Roof Replacement

Contract No.: 8160
 Enactment No.: RES-18-00414
 Dollar Amount: 104,860.00

File No.: 50488
 Enactment Date: 06/11/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-13-2018	6-13-2018
Director of Civil Rights	6.13.18	6.19.18 FNS
Risk Manager	6/19/18	6/19/18 RA
Finance Director	6/19/18	6/19/18 MDR
City Attorney	716 6-25-18	6/29/18 PAE
Mayor	06.29.18	07.02.18

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

Original + 2 Copies

06/12/2018 08:24:53 enjls - Paul Stauffer 266-4366

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 104,860.00
 AA Plan: approved
 Amendment/ Addendum #
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / RW / Goal / Loan / Agrmt

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File #:	50488	Version: 1	Name:	Awarding Public Works Contract No. 8160, Gates of Heaven - Roof Replacement.
Type:	Resolution		Status:	Passed
File created:	2/7/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	6/5/2018		Final action:	6/5/2018
Enactment date:	6/11/2018		Enactment #:	RES-18-00414
Title:	Awarding Public Works Contract No. 8160, Gates of Heaven - Roof Replacement. (2nd AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8160 .pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8160, Gates of Heaven - Roof Replacement. The total estimated cost of the project is \$113,250. The Parks Division Gates of Heaven Improvements project (Munis project 17473) has sufficient funding for this contract.

Title

Awarding Public Works Contract No. 8160, Gates of Heaven - Roof Replacement. (2nd AD)

Body

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

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

See attached document (Contract No. 8160) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8160
GATES OF HEAVEN - ROOF REPLACEMENT

MALY ROOFING COMPANY, INC.

\$104,860.00

Acct. No. 17473-51-140: 54210 (90963)
Contingency 8%±

\$104,860.00
8,390.00

GRAND TOTAL

\$113,250.00

Jurisdiction: Wisconsin

Demographics

Company Name: United Fire & Casualty Company
Short Name:
SBS Company Number: 54219459
NAIC CoCode: 13021
FEIN: 42-0644327
Domicile Type: Foreign
State of Domicile: Iowa
Country of Domicile: United States
NAIC Group Number: 248 - UNITED FIRE & CAS GRP
Organization Type: Stock
Date of Incorporation: 01/02/1946
Merger Flag: No

Address

Business Address
 Not Available
 Not Available, UN 99999
 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, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(319) 399-5700
Mailing Fax Phone	(888) 726-9737
Statutory Home Office Primary Phone	(319) 399-5700
Main Admin Office Primary Phone	(319) 399-5700

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 06/18/1956
Effective Date: 06/18/1956
Legacy State ID: 111525
Issue Date: 06/18/1956
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

easlan

Licensee 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	03/16/2018	03/15/2019
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Property	09/21/1998	03/16/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	06/18/1956
Automobile	Automobile	06/18/1956
Fidelity Insurance	Fidelity Insurance	06/18/1956
Workers Compensation Insurance	Workers Compensation 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
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property 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 53703 United States

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	United Fire & Casualty Company	

\$104,860.00
FILE

BID OF MALY ROOFING COMPANY, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GATES OF HEAVEN-ROOF REPLACEMENT

CONTRACT NO. 8160

MUNIS NO. 17473

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 5, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO. 8160**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: ps

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:	GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO.:	8160
SBE GOAL	4%
BID BOND	5%
PRE-BID WALK THROUGH MEETING (1:30 P.M.)	April 18, 2018
SBE PRE BID MEETING (1:00 P.M.)	April 27, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 26, 2018
BID SUBMISSION (2:00 P.M.)	May 3, 2018
BID OPEN (2:30 P.M.)	May 3, 2018
PUBLISHED IN WSJ	April 5, 12, 19 & 26, 2018

Pre-bid Walk Through Meeting:

A single pre-bid conference will be conducted for familiarize contractors with on sites conditions. All bidding contractors are encouraged to attend.

1. The meeting will be held at **1:30 pm on Wednesday, April 18th, 2018**.
2. This meeting will take place on site at the Gates of Heaven Synagogue located at 302 East Gorham Street, Madison Wisconsin.
3. A representative from the City 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 - 2018 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). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs 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

GATES OF HEAVEN-ROOF REPLACEMENT CONTRACT NO. 8160

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 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, June 7th, 2018**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, June 6th, 2018**.

SECTION 109.2 PROSECUTION OF THE WORK

Work shall begin only after the contract is completely executed. The Contractor shall begin work within seven (7) days after receiving the start work letter. It is anticipated that the start work letter shall be issued on or about **July 9th, 2018**.

Within 7 calendar days after the effective date of the Start Work Letter, the Contractor shall provide a construction schedule as outlined per Section 1.17 Schedule of Operations, Division 01 00 00 General Requirements. In preparation of this schedule, the contractor shall review Appendix 1- Gates of Heaven Synagogue Shelter Reservation Schedule and take into account any scheduled events that will take place during the planned construction period.

The contractor shall be required to clean up the site and remove any construction equipment and materials including scaffolding, portable toilets and trash containers prior to any scheduled wedding events. Other scheduled events, as noted, shall require no work for the day, a general clean-up of the grounds and non-restricted access to the entrances.

For the Fall Primary Election in August and the General Election in November, work may proceed without restrictions other than providing safe and non-restricted access to the entrances.

Once the work is started the contractor shall have 45 days to bring the project to construction closeout.

SECTION 109.7 TIME OF COMPLETION

Construction Closeout: The point in the contract where all contractual requirements associated the execution of the work as described in the plans, specifications, and other documents have been successfully met.

Contract Closeout: The point in the contract where all contractual requirements associated with the City of Madison, Board of Public Works contract has been successfully met.

Construction Closeout shall occur on or before November, 30th, 2018.

Contract Closeout shall occur within 60 calendar days from construction closeout.

BIDDING DOCUMENTS

**PROJECT MANUAL
GATES OF HEAVEN-
ROOF REPLACEMENT**

CONTRACT# 8160

**LOCATION OF WORK:
JAMES MADISON PARK
GATES OF HEAVEN SYNAGOGUE
302 E GORHAM STREET
MADISON WISCONSIN**

APRIL 6th, 2018



CONTACTS:

CITY OF MADISON:

Engineering Division
City-County Building, Room 118
Paul Stauffer
210 Martin Luther King Jr. Blvd.
Madison, WI 53703
(608) 266-4366

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- Appendix 1 Gates of Heaven Synagogue Shelter Reservation Schedule
- Appendix 2 A&A Environmental Services, Results of Asbestos Testing
- Appendix 3 Certificate of Appropriateness for 300 E Gorham Street

SCOPE OF WORK AND GENERAL CONDITIONS

1. SCOPE OF WORK

- a. The intent of this project is to replace the existing 1,800 ft² (Contractor to verify area) of the western red cedar roofing system/flashing for the Gates of Heaven Synagogue located at 302 East Gorham Street, Madison WI. Refer to Section 07 53 23, 1.2 SUMMARY for a detailed summary of the work.

2. WORK TO BE DONE BY OWNER

- a. The owner's intent is to assist the Contractor with a limited amount of specialized electrical work that will expedite the installation. This work includes:
 - i. The City shall remove and reroute the wiring/conduit at the peak of Roofs 1&2. The Contractor shall remove/reinstall the decking on Roof 2 as necessary to allow for the rerouting of this conduit to an unexposed location beneath the roof's decking.
- b. Any asbestos removal shall be performed by owner under a separate contract. There is no asbestos removal anticipated for this project, however, existing building materials that may have hazardous content and are located within the work area (example: sealant, ceiling tile, insulation) shall be sampled, tested, and removed by the City. If any suspect hazardous building materials are found by the Contractor during demolition or renovation work that have not been sampled and tested, work must stop and a certified hazardous material inspector must be contacted by the City to assess the situation. Inaccessible areas may exist within the facility.

3. SPECIAL SITE CONDITIONS

- a. Parking: Limited on-site vehicle parking is available for the Contractor's use. The Contractor may utilize two parking spaces in the lot directly behind the synagogue.
- b. Staging Area: The Contractor may utilize the grassy areas directly north and south of the synagogue as a temporary staging and construction debris removal area. The Contractor shall take necessary precautions to prevent damage to the grass and causing any ruts in the ground. Any damage to the grounds or landscaping shall be repaired by the Contractor at the end of the project. The Contractor shall coordinate moving of materials/equipment to allow for normal lawn maintenance and care by the City.
- c. Normal Hours of Work: Unless otherwise noted, construction operations shall be limited to the hours between 7:30 a.m. and 6:00 p.m., Mondays through Fridays, except for holidays. A request must be made to the owner forty-eight hours in advance for approval of work days or hours other than those stated above. Refer to Appendix A, Gates of Heaven Synagogue Shelter Reservation Schedule, for days where work shall be prohibited.
- d. Noise: Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 p.m. and 7:00 a.m. in such a manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. The intent here is to not allow the use of equipment, i.e. hammers, power saws, compressors, pneumatic tools, etc. between the hours of 7:00 p.m. and 7:00 a.m., when the noise would disturb neighbors. Loud volumes from radios/electronic devices shall not be allowed.
- e. Trash/Construction Debris Removal: No permanently reserved on-site space for a trash container will be provided. Occasionally a trash container/dumpster may be brought in for a short duration (e.g. two to three days) if arranged in advance with the site contact.

- f. Barriers: The building and site may be occupied during construction hours. Perform contract work in such a manner as to minimize disruption of the operation of the building and personnel. Contractors shall take particular care to avoid disturbance and disruption to the entrances to the building and to the ongoing activities of the occupants. All entrance areas shall be protected from debris by adequate barriers, shielding and guarding.
- g. Toilets; the Contractor may provide and maintain sanitary temporary toilets, located as directed by the owner, in sufficient number required for the workforce employed. The toilets shall comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type. The Contractor shall maintain and supply the temporary toilets in a sanitary condition at all times. Toilets may have to be removed or relocated when wedding events are scheduled for the facility.
- h. Cleaning:
 - i. MATERIALS,
 - 1. Use only cleaning materials recommended and approved by manufacturer for surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
 - ii. DURING CONSTRUCTION
 - 1. At all times keep premises free from accumulations of waste materials or rubbish caused by work for this project. Miscellaneous waste and debris shall be removed from premises daily. Construction area shall be 'broom clean' at the end of each workday.
 - 2. Do not drop or throw material from heights, Lower waste material in controlled manner.
 - 3. Schedule cleaning operations and provide protection to prevent damage to finish surfaces.
 - 4. Removed or unused materials and waste debris shall be taken outside work area and disposed of or stored, in places designated by Owner, immediately upon removal or demolition. Contractor shall supply containers for waste disposal. Use of existing City owned dumpsters and trash containers shall not be permitted.
 - iii. FINISH CLEANING
 - 1. At project completion, clean visible soiling from work, remove temporary labels and leave work clean and ready for Owner's use and occupancy.
 - 2. Refer to Section 07 53 23, 3.14 Protection and Cleaning for additional cleaning requirements of the cedar shingles.

END OF SECTION

SECTION 00 31 46
PERMITS

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11 **PART 1 – GENERAL**

12
13 **1.1. SUMMARY**

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

21
22 **1.2. REFERENCES**

- 23 A. The following references are not intended to be all inclusive. It shall be the GC's responsibility to determine all
24 requirements based on the scope of work in the contract documents.
25 B. City of Madison Ordinances: Review all ordinances that may require a permit or fee that may be connected with
26 a required permit. Contact the following City Agencies to determine the exact requirements during bidding
27 1. Building Inspection
28 2. Zoning
29 3. Engineering
30 4. Water Utility
31 5. Traffic Engineering
32 6. Others as may be specified by the contract documents.
33 B. State Statutes
34 C. Other Regulatory Regulations
35 D. Other Agencies or companies that may have related requirements
36 1. Madison Metropolitan Sewerage District
37 2. Local gas and electric utility companies
38 3. Other utility companies

39
40 **1.3. GENERAL CONTRACTORS REQUIREMENTS**

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

48
49 **PART 2 – PRODUCTS – THIS SECTION NOT USED**

50
51 **PART 3 – EXECUTION – THIS SECTION NOT USED**

52
53
54
55 **END OF SECTION**
56

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

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14 **PART 1 – GENERAL**

15
16 **1.1. SUMMARY**

- 17 A. The City of Madison uses a specific list of preferred products for various specification items to establish
18 standards of quality, utility, and appearance required.
19 B. The City of Madison will not allow substitutions for specified Products except as follows:
20 1. The Product is no longer produced or the product manufacturer is no longer in business.
21 2. The manufacturer has significantly changed performance data, product dimensions, or other such design
22 criteria for the specified Product(s).
23 3. Products specified by naming one or more Products or manufacturer's and "or approved equal" or
24 "approved equivalent."
25 C. The City of Madison will not allow substitutions for specified Products as follows:
26 1. For Products specified by naming only one Product and manufacturer, no substitute product will be
27 considered.
28 2. For Products specified by naming several Products or manufacturers select any one of the products or
29 manufacturers named, which complies with the specifications. No substitute product will be considered.
30 D. Request for substitutions from any party other than the General Contractor (GC) will not be accepted.
31

32 **1.2. RELATED SPECIFICATIONS**

- 33 A. Section 01 33 23 Submittals
34

35 **PART 2 – PRODUCTS**

36
37 **2.1. SUBSTITUTION REQUEST FORM**

- 38 A. During bidding all contractors (General and Sub-contractors) and suppliers of materials or products shall provide
39 hard copy of the Substitution Request form and all required attachments directly to the Project Engineer.
40 B. After bidding only the GC shall submit a request and shall use the form provided by CPM.
41

42 **PART 3 - EXECUTION**

43
44 **3.1. REQUESTING A SUBSTITUTION DURING BIDDING**

- 45 A. In the event that a substitution is requested during the bidding phase the Contractor or Supplier shall meet the
46 substitution request deadline listed in the bidding documents. No substitution request will be considered during
47 the bidding period after the stated substitution request deadline. In general this procedure shall be as follows:
48 1. Submit the Substitution Request Form including all required supporting documentation to the City
49 Project Manager and Project Engineer by the substitution request deadline specified in Section A of the
50 Contract Documents.
51 2. Submit a Substitution Request Form for each product, supported with complete data, drawings and
52 samples as appropriate, including:
53 i. Comparison of qualities of the proposed substitutions with that specified.
54 ii. Changes required in other elements of the Work because of the substitution.
55 iii. Effect on the construction schedule.
56 iv. Cost data comparing the proposed substitution with the Product specified.
57 v. Any required license fees or royalties.

- 1 vi. Availability of maintenance service and source of replacement materials.
2 3. The Owner and Engineer will review the Substitution Request Form and if approved the City of Madison
3 will publish a bidding addendum authorizing the replacement. The Owner and Engineer may reject any
4 substitution request without providing specific reasons.
5 B. Substitutions submitted and approved during the bidding phase shall be announced by the City of Madison by
6 addenda prior to the bid due date.
7
8 **3.2. REQUESTING A SUBSTITUTION AFTER AWARD OF CONTRACT.**
9 A. A substitution request will only be considered after award of contract if it meets the qualifying provisions as
10 described in 1.1.B.1 above.
11 B. The GC shall submit a substitution request using the form provided by CPM.
12 1. Consulting Staff, Owner and Owners Representatives will review the request and provide the appropriate
13 approvals and feed back to the GC.
14
15 **3.3. UNAUTHORIZED SUBSTITUTIONS**
16 A. Any Contractor who substitutes products without proper authorization by the Owner and Engineer will be
17 required to immediately remove and replace the product and all costs required to conform to the Contract
18 Documents shall be borne by the General Prime Contractor.
19
20
21

22 **END OF SECTION**
23

SECTION 01 26 57
CHANGE ORDER REQUESTS (COR)

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17 3.3. EMERGENCY CHANGE ORDER REQUEST 4

18
19 **PART 1 – GENERAL**

20
21 **1.1. SUMMARY**

- 22 A. Except in cases of emergency no changes in the Work required by the Contract Documents may be made by
23 the General Contractor (GC) without having prior approval of the City Engineer or his representative.
24 B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in
25 the Work by written Change Order (CO). Such changes may include additions and/or deletions.
26 C. Where the City desires to make changes in the Work through use of written Change Order Request (COR), the
27 following procedures apply:
28 1. If requested by the City, the GC shall prepare and submit a detailed proposal, including all cost and time
29 adjustments to which the GC believes it will be entitled if the change proposed is incorporated into the
30 Contract. The City shall be under no legal obligation to issue a Change Order for such proposal.
31 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to
32 properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such
33 adjustments, the City may issue a Change Order and incorporate such changes and agreed to
34 adjustments, if any.
35 3. In some instances, it may be necessary for the City to authorize Work or direct changes in Work for which
36 no final and binding agreement has been reached and for which unit prices are not applicable. In such
37 cases the following shall apply.
38 a. Upon written request by the City, the GC shall perform proposed Work
39 b. The cost of such change may be determined in accordance with this specification.
40 c. In the event agreement cannot be accomplished as contemplated herein, the City may authorize
41 the Work to be performed by City forces or to hire others to complete the Work. Such action on
42 the part of the City shall not be the basis of a claim by the GC for failure to allow it to perform the
43 changed Work.
44 D. Where changes in the Work are made by the City through use of a force account basis, the GC shall as soon as
45 practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time
46 period has been agreed to by both parties, give the City written Notice, stating:
47 1. The date, circumstances and source of the extra work; and,
48 2. The cost of performing extra work described by such Order, if any; and,
49 3. Effect of the order on the required completion date of the Project, if any.
50 E. The giving of each Notice by the GC as prescribed by this specification, shall be a requirement to liability of the
51 City for payment of any additional costs incurred by the GC in implementing changes in the Work. Under this
52 specification, no order or statement of the City shall be treated as a Change Order, or shall entitle the GC to an
53 equitable adjustment of the terms of this Contract or damages for costs incurred by the GC on any activity for
54 which the Notice was not given.
55 F. In the event Work is required due to an emergency as described in this specification the GC must request an
56 equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the
57 commencement of such emergency.

- 1 G. All GC requests for equitable adjustment shall be submitted to the CPM per the specifications below. Such
2 requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be
3 accompanied by supporting information and documents.
- 4 H. No adjustment of any kind shall be made to this Contract, if asserted by the GC for the first time, after the date
5 of final payment.
- 6 I. This specification shall be used by the GC when preparing documentation for any COR to ensure each has been
7 properly and completely filled out as required by the City of Madison.
8

9 **1.2. RELATED SPECIFICATION SECTIONS**

- 10 A. Section 01 26 63 Change Order (CO)
- 11 B. Parts of this specification will reference articles within "The City of Madison Standard Specifications for Public
12 Works Construction".
- 13 1. Use the following link to access the Standard Specifications web page:
14 <http://www.cityofmadison.com/business/pw/specs.cfm>
- 15 a. Click on the "Part" chapter identified in the specification text. For example if the specification
16 says "Refer to City of Madison Standard Specification 210.2" click the link for Part II, the Part II
17 PDF will open.
- 18 b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you
19 to the referenced text.
20

21 **1.3. DEFINITIONS AND STANDARDS**

- 22 A. LABOR: The amount of time and cost associated with the performance of human effort for a defined scope of
23 Work. Labor is further defined as follows:
- 24 1. Labor rate is the total hourly rate which includes the base rate of pay, fringe benefits plus each
25 company's cost of required insurance, also referred to as a reimbursable labor rate.
- 26 2. Unit labor is the labor hours anticipated to install the corresponding unit of material.
- 27 3. Labor cost is the labor hours multiplied by the hourly labor rates.
- 28 B. MATERIAL: Actual material cost is the amount paid, or to be paid, by the GC for materials, supplies and
29 equipment entering permanently into the Work, including cost of transportation and applicable taxes. The cost
30 shall not exceed the usual and customary cost for such items available in the geographical area of the project.
- 31 C. LARGE TOOLS AND MAJOR EQUIPMENT: Large tools and major equipment are those with an initial cost greater
32 than \$1,500, whether from the GC or other sources.
- 33 1. Tool and equipment use and time allowed is only for extra work associated with change orders.
- 34 a. Rental Rate is the machine cost associated with operating a piece of equipment for a defined
35 length of time (hour, day, week, or month) and shall not exceed the usual and customary amount
36 for such items available in the geographical area of the project.
- 37 b. Rental cost is the rental rate multiplied by the anticipated duration the equipment shall be
38 required.
- 39 2. The GC shall provide a breakdown of all rental rates to indicate what items and costs are associated with
40 the rate. Examples of items to include in the breakdown would be fuel consumption, lubrication,
41 maintenance and other similar expenses but not including profit and overhead.
- 42 3. When large tools and equipment needed for Change Order work are not already at the job site, the
43 actual cost to get the item there is also reimbursable.
- 44 D. BOND COST: The cost shall be calculated at 1% of the total proposed change order.
- 45 E. SUB-CONTRACTOR COSTS: Sub-contractor costs are for those labor, material, and equipment costs required by
46 subcontracted specialties to complete the Change Order work including allowable markups as outlined within
47 this specification.
- 48 F. OVERHEAD AND PROFIT Markup: The allowable markup percentage to a COR by the GC and Sub-contractors for
49 overhead and profit. All of the following are expenses associated with overhead and profit and shall not be
50 reimbursable as individual items on any COR:
- 51 1. CHANGE ORDER PREPARATION: All costs associated with the preparing and processing of the change
52 order.
- 53 2. DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by Owner as
54 additional Work to be documented as a COR or portion thereof.
- 55 3. INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and the
56 installation design, is the responsibility of the GC.

- 1 4. SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,500 or less, along
2 with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or
3 cutting oil, and similar items.
- 4 5. GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated
5 with direct labor and material such as job trailers, foreman truck, and similar items.
- 6 6. RECORD DRAWINGS: The preparation of record or as-built drawings.
- 7 7. OTHER COSTS: Any miscellaneous cost not directly assessable to the execution of the Change Order
8 including but not limited to the following:
9 a. All association dues, assessments, and similar items.
10 b. All education, training, and similar items.
11 c. All drafting and/or engineering, unless specifically requested by Owner as additional Work to be
12 documented as a Change Order proposal or portion thereof.
13 d. All other items including but not limited to review, coordination, estimating and expediting, field
14 and office supervision, administrative work, etc.
- 15 G. Contract Extension: The necessary amount of time to be added to the contract deadlines for the completion of a
16 change order.
- 17
- 18 **1.4. CONTRACT EXTENSION**
- 19 A. The GC shall not assume that every COR will require a Contract Extension. If the GC feels a contract extension is
20 warranted he/she shall provide sufficient scheduling information that shows how the COR being requested
21 impacts the critical path of the project.
- 22 B. The City of Madison strongly encourages the GC to explore alternative methods and practices prior to submitting
23 a COR with a request for contract extension.
- 24
- 25 **1.5. OVERHEAD AND PROFIT MARKUP**
- 26 A. Pursuant to the City of Madison Standard Specifications for Public Works Construction, Section 104.7, Extra
27 Work, the following maximum allowable markups shall be strictly enforced on all change orders associated with
28 the execution of this contract.
- 29 1. The total maximum overhead and profit shall not exceed fifteen percent (15%) of the total costs.
- 30 2. The total maximum overhead and profit shall be distributed as follows:
- 31 a. For work performed and materials provided solely by the General Contractor, fifteen percent
32 (15%) of the total costs.
- 33 b. For work performed and materials provided solely by Sub-contractors and supervised by the
34 General Contractor:
- 35 i. Supervision of the GC, five percent (5%) of the total Sub-contractor cost.
- 36 ii. Sub-contractors work and materials ten percent (10%) of the total Sub-contractor cost.
- 37
- 38 **1.6. PERFORMANCE REQUIREMENTS**
- 39 A. The GC shall become thoroughly familiar with this specification as it will identify procedures and expenses that
40 are or are not allowed under the Change Order and Change Order Request process.
- 41 B. The GC shall be responsible for all of the following:
- 42 1. Carefully reviewing the CB that is associated with the COR.
- 43 2. Collecting required supporting documentation from all contractors that quantify the need for a COR.
- 44 a. Labor hours and wage rates
- 45 b. Material costs
- 46 c. Equipment costs
- 47 C. The following shall apply to establishing prices for labor, materials, and equipment costs:
- 48 1. Where Work to be completed has previously been established by individual bid items in the contract bid
49 proposal the GC shall use the unit bid prices previously established.
- 50 2. Where Work to be completed was bid as a Lump Sum without individual bid items the GC shall provide a
51 breakdown of all labor, materials, equipment including unit rates and quantities required.
- 52 D. The completion date is determined by Owner. The schedule, however, is the responsibility of the GC. Time
53 extensions for extra Work will be considered when a schedule analysis of the critical path shows that the Change
54 Order Request places the Work beyond the completion date stated in the Contract.

1
2 **1.7. QUALITY ASSURANCE**

- 3 A. The GC shall be responsible for ensuring that all COR supporting documentation meets the following
4 requirements prior to completing the COR form:
5 1. Sufficiently indicates labor, material, and other expenses related to completing the intent of the CB.
6 2. No costs exceed the usual and customary amount for such items available in the geographical area of the
7 project, and no costs exceed those established under the contract.
8 B. The Project Engineer (PE), City Project Manager (CPM), other members of the consulting staff, and city staff shall
9 review all COR requests to ensure that the intent of the CB will be met under the proposal of the COR or request
10 additional information as necessary.
11

12 **PART 2 – PRODUCTS**

13
14 **2.1. CHANGE ORDER REQUEST FORM**

- 15 A. Will be provided by CPM.
16

17 **PART 3 - EXECUTION**

18
19 **3.1. ESTABLISHING A CHANGE ORDER REQUEST**

- 20 A. Upon receipt of a Construction Bulletin (CB) where the GC believes a significant change in contract scope
21 warrants the submittal of a COR the GC shall do all of the following within ten (10) working days after receipt of
22 the CB:
23 1. Review the CB with all necessary trades and sub-contractors required by the change in scope.
24 a. Additions or deletions to the contract scope shall be as directed within the CB.
25 b. Additions or deletions of labor and materials shall be determined by the GC based on the
26 directives of the CB.
27 2. Assemble all required back-up documentation for additions and deletions including material breakdown,
28 labor breakdown and other related contract costs as previously outlined in this specification.
29 3. Submit a COR request form.
30 B. Submitting a COR does not obligate the GC to complete the work associated with the COR nor does it obligate
31 the Owner to approve the COR as a change to the contract.
32

33 **3.2. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING**

- 34 A. The PE and CPM shall review all CORs submitted by the GC.
35 1. Additional consulting staff and city staff having knowledge of the components of the COR shall review
36 and advise the PE and CPM as to the accuracy of the items, quantities, and associated costs of the COR as
37 directed by the CB.
38 2. The CPM shall review the COR with the Owner.
39 B. If required the PE and CPM, shall in good faith, further negotiate the COR with the GC as necessary. All
40 amendments to any COR shall be documented.
41 C. After final review of the COR the CPM and Owner may accept the COR.
42 D. The CPM shall prepare the COR in the form of an official Board of Public Works Change Order for final review and
43 approval as outlined in Section 01 26 63 Change Order (CO).
44 E. The GC shall not act upon any accepted COR until it has received final approval through the Public Works process
45 as an official CO to the Work unless instructed to do so by the CPM. Proceeding without the final approval of a
46 fully authorized Change Order is at the GC's own risk.
47

48 **3.3. EMERGENCY CHANGE ORDER REQUEST**

- 49 A. In the event Work is required due to an emergency as described in the Contract Documents, the GC must
50 request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the
51 commencement of such emergency.
52 B. The GC shall provide full documentation of all labor, materials and equipment used during the period of
53 emergency as part of the COR submittal.
54
55
56
57

END OF SECTIO

**SECTION 01 26 63
CHANGE ORDER (CO)**

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14 **PART 1 – GENERAL**

15
16 **1.1. SUMMARY**

- 17 A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made
18 by the General Contractor (GC) without having prior approval of the City Project Manager (CPM).
19 B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in
20 the Work by written Change Order. Such changes may include additions and/or deletions.
21 C. The Change Order (CO) is a Board of Public Works (BPW) form that is reviewed and approved by a specific
22 process.
23 D. The CO form is typically made up of multiple Change Order Requests (CORs) and/or Bid Items as appropriate
24 depending on the type of project and how the contract was bid.
25

26 **1.2. RELATED SPECIFICATION SECTIONS**

- 27 A. Section 01 26 63 Change Order Request (COR)
28

29 **1.3. BOARD OF PUBLIC WORKS PROCEDURE**

- 30 A. The Board of Public Works has a very explicit procedure for the review and approval of all change orders
31 associated with any Public Works Contract as follows:
32 1. The Supervisory Chain of the CPM shall review and approve any CO under \$10,000 provided it does not
33 include either of the following:
34 a. The CO does not request a time extension to the contract.
35 b. The CO does not cause the contract contingency sum to be exceeded.
36 2. The Board of Public Works shall review and approve any CO that requires any of the following:
37 a. Any CO over \$20,000.
38 b. Any CO requesting a time extension to the contract regardless of the monetary value of the CO.
39 c. Any CO that that causes the contract contingency sum to be exceeded.
40 B. The Board of Public Works generally meets every other week and only once in August and December. The GC is
41 cautioned that, under normal scheduling, a CO requiring a BPW review will take a minimum of two (2) weeks to
42 achieve final approval.
43 1. The City shall not be responsible for additional delays to the Work caused by the scheduling constraints
44 of the Board of Public Works.
45 C. SPECIAL NOTE: The GC is cautioned to never proceed unless told to do so by the CPM. Only in rare instances
46 may the CPM give a written notice to proceed on a COR without an approved CO. Proceeding without the
47 written notice of the CPM or an approved CO is at the GC's own risk.
48

49 **PART 2 – PRODUCTS**

50
51 **2.1. CHANGE ORDER FORM**

- 52 A. Provided by CPM.
53

54 **PART 3 - EXECUTION**

55
56 **3.1. PREPARATION OF THE CHANGE ORDER**

- 57 A. The CPM shall prepare the required CO as follows:

- 1 1. Provide information for all contract information.
- 2 2. Provide a general description of the items described within the change order.
- 3 3. Provide detailed information for each Item on the CO form. At the option of the CPM he/she may include
4 multiple Change Order Requests each as their own item.
- 5 4. Provide required pricing breakdown and accounting information as needed for the item.
- 6 5. Insert attachments of contractor/architect provided information that clarifies and quantifies the CO.
7 Attachments may include but not be limited to material lists, estimated labor breakdown, revised details
8 or specifications, and other documents that may be related to the requested change.
- 9 6. Save the final version of the completed CO.

10
11 **3.2. EXECUTION OF THE CHANGE ORDER**

- 12 A. The GC shall do the following:
 - 13 1. Review all items on the CO form.
 - 14 2. The GC shall notify the CPM immediately of any errors or discrepancies on the form and shall not sign or
15 save it.
 - 16 a. The CPM shall make any corrections as needed, re-save the form, and notify the GC.
 - 17 3. If/when the GC concurs with the CO form as drafted the GC shall digitally sign the form.
- 18 B. The CPM shall do the following:
 - 19 1. Monitor the review process
 - 20 2. Ensure that proper BPW procedures are executed as needed by the CO approval process.
 - 21 a. Schedule the CO on the next available BPW agenda if required.
 - 22 i. Attend the BPW meeting to speak on the CO to board members and answer questions.
 - 23 ii. The GC and/or PE may be required to attend the BPW meeting to address specific
24 information as it relates to the Work and/or materials associated with the CO.
 - 25 3. Monitor final approval and distribution of the CO.
 - 26 4. Notify the GC that the CO has been completed.
 - 27 5. Ensure that the CO is posted to the next Public Works payment schedule.
 - 28 6. Verify that the GC's next Progress Payment-Schedule of Values show the CO as part of the contract sum.
- 29 C. Upon final approval of the CO the GC may proceed with executing the Work associated with the CO.

30
31
32
33 **END OF SECTION**
34

**SECTION 01 33 23
SUBMITTALS**

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13

14 **PART 1 – GENERAL**

15
16 **1.1. SUMMARY**

- 17 A. The General Contractor (GC) shall be responsible for providing submittals for review of all contractors and sub-
18 contractors as designated in the construction documents. Submittals shall include but not be limited to all of the
19 following:
- 20 1. Equipment specified and pre-approved in the specification; to ensure quality, construction, and
21 performance specifications have not changed since final design.
 - 22 2. Equipment specified by performance in the specification; to ensure that the intended quality,
23 construction, and performance specified is met by the selected material or product.
 - 24 3. Shop, piece, erection, and other such drawings as indicated in the specifications to ensure all structural,
25 dimensional, and assembly requirements are being met.
 - 26 4. Submittals indicating installation sequencing
 - 27 5. Submittals indicating control sequencing
 - 28 6. Contractor licensing, certification, and other such regulatory documentation when required by a
29 specification.
 - 30 7. Other submittals as may be required by individual specifications.
- 31 B. The submittal process shall not be used to determine alternates to specified products or equipment. All
32 considerations shall be reviewed during the bidding process and acceptable alternates shall be acknowledged by
33 addendum prior to the closing of bidding. See bidding instructions for the information on submitting alternates
34 for consideration.
- 35 D. In the event that a manufacturer has significantly changed a product (discontinued a model, changed dimension
36 or performance data changed available colors, etc.) since bid opening the GC shall Notify the City Project
37 Manager requesting other approved alternates prior to uploading a digital submittal.
- 38 E. Contractors and sub-contractors shall be responsible for knowing the submittal requirements of ALL sections
39 within their scope of work under the contract. The Owner reserves the right to request documentation on any
40 materials, equipment, or product being installed where a submittal is not on file. If the material, equipment, or
41 product installed is determined not to meet the intent of the specification the contractor/sub-contractor shall be
42 required to remove and replace the items involved. The GC shall be solely responsible for all costs associated
43 with the removal and replacement.

44
45 **1.2. RELATED REFERENCES**

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

49
50 **1.3. SUBMITTAL REQUIREMENTS**

- 51 A. A completed submittal shall meet the following requirements:
- 52 1. Digital submittal shall be original PDF of manufacturer's data sheets or high quality color scan of the
53 same.
 - 54 a. Submittals shall not include sales fliers or other similar documents that typically do not provide
55 complete manufacturers data.
 - 56 2. Documents within the PDF submittal shall be printable to a sized sheet no less than 8-1/2 by 11 inches
57 and no larger than 24 by 36 inches.

- 1 3. At the beginning of each submittal the contractor shall identify the plan reference (WC-1, EF-3, etc.) in
2 RED block letters that the submittal is for.
- 3 4. Where multiple model numbers appear in a table the contractor shall identify the specific model being
4 submitted by using a RED square, box, or other designation to distinguish the correct model from others
5 on the page.
- 6 B. A complete submittal will include all information associated with the product or equipment as presented in
7 plans, equipment tables, and specifications. Information shall include but not be limited to the following:
- 8 1. Dimensional data
9 2. Performance data
10 3. Resource requirements, power, water, waste, etc.
11 4. Clearance and maintenance requirements
12 5. Finish information, colors, textures, etc.
13 6. Warranty information
- 14 C. Where a submittal includes material samples (carpet, tile, paint draw downs, etc.) the contractor shall do the
15 following:
- 16 1. The Contractor shall submit the sample(s) as indicated in the specification.
17 2. The Contractor shall include a quality photograph(s) of the product with the digital submittal.
18 Photographs shall meet the following requirements:
- 19 a. Formatted to be between 500Kb and 1.0 Mb in file size
20 b. Have no glare or flash reflection on the sample
21 c. Sample fills the frame of the photo and shows detail as needed. Include multiple photos from
22 other angles as needed.
23 d. Scanned copies of products or photos are not acceptable.
- 24 D. Uploaded submittals should be relative and related to a specific written specification.
- 25 1. Do not upload submittals under a broad category or division (I.E. HVAC 23 00 00). Always upload by the
26 specific specification that identifies a required product or performance to be met.
27 2. Group related items together if the specification is written that way. (I.E. all of the plumbing fixtures and
28 trim relative to one specific specification should be submitted together).
29 3. Submittals shall be grouped and adhere to the divisions in the submittal schedule. Submittals that do not
30 conform to the submittal schedule and/or specification divisions will be rejected for re-submittal.

31
32 **PART 2 – PRODUCTS – THIS SECTION NOT USED**

33
34 **PART 3 - EXECUTION**

35
36 **3.1. GENERAL CONTRACTORS PROCEDURES**

- 37 A. All required submittals will be submitted electronically by the GC.
38 B. Uploading the submittal indicates that the GC has reviewed and approved the submittal against the contract
39 document requirements.
40 C. The GC shall discuss submittal status at all progress meetings and shall monitor submittal review/approval/re-
41 submittal so as to not incur delays in the project schedule.
42 D. The GC and sub-contractors shall provide re-submittals as required.

43
44 **3.2. SUBMITTAL REVIEW**

- 45 A. The submittal shall be reviewed internally by the required Architect/Engineer and Owner Representative in a
46 timely fashion and provide commentary on missing items, incorrect information, or incomplete shop drawings,
47 etc. as needed.
48 B. When the internal review is completed the CPM will notify the Project Engineer the submittal is ready for final
49 review.
50 C. Information will be transmitted electronically.

51
52 **3.3. PROJECT ENGINEERS REVIEW**

- 53 A. Upon completion of the internal review the Project Engineer shall review all internal review comments, confer
54 with the CPM as needed and determine the appropriate disposition status for the submittal (approved or
55 resubmit).

- 1 B. The Project Engineer shall summarize final internal review comments onto the submittal cover sheet, provide a
2 final disposition of the submittal and update the review status of the submittal to "Complete..." (With or w/o
3 comments) or "Rejected".
4 C. A completed Final Review status initiates the CPM to notify the GC and appropriate sub-contractor(s) that the
5 review of the submittal has been completed.
6 D. Information will be transmitted electronically.

7
8 **END OF SECTION**
9

SECTION 01 73 29
CUTTING AND PATCHING

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PART 1 – GENERAL

1.1. SUMMARY

- A. This Section includes general procedural requirements for cutting and patching including, but not limited to the following:
1. Typical areas of cutting and patching for this project may include cutting and patching of metal deck and wall for enlarging scuppers.
 2. Examination
 2. Preparation
 3. Performance
 4. Cleanup and Restoration

1.2. RELATED SPECIFICATION SECTIONS-THIS SECTION NOT USED

1.3. DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4. QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that may result in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that may result in increased maintenance or decreased operational life or safety. Some miscellaneous elements include the following:
1. Water, moisture, or vapor barriers
 2. Membranes and flashings
 3. Exterior curtain-wall construction
 4. Equipment supports
 5. Piping, ductwork, vessels, and equipment
 6. Noise and vibration control elements and systems
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1 **1.5. WARRANTY**

- 2 A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting
3 and patching operations, by methods and with materials so as not to void existing warranties.
4 B. All cutting and patching work performed under this contract shall be warranted like new work as defined by the
5 Specification governing the work.
6

7 **PART 2 - MATERIALS**

8
9 **2.1. GENERAL**

- 10 A. Comply with requirements specified within other sections of the Specifications.
11 B. In-Place Materials: Use materials identical to existing in-place materials. For exposed surfaces use materials that
12 visually match in-place adjacent surfaces to the fullest extent possible.
13 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the
14 visual and functional performance of in-place materials.
15

16 **PART 3 - EXECUTION**

17
18 **3.1. EXAMINATION**

- 19 A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
20 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including
21 compatibility with in-place finishes or primers.
22 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
23

24 **3.2. PREPARATION**

- 25 A. Temporary Support: Provide temporary support of Work to be cut.
26 B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection
27 from adverse weather conditions for portions of Project that might be exposed during cutting and patching
28 operations. If the failure to protect, or the lack of protection, of in-place construction and/or existing conditions
29 results in damage, the contractor shall be responsible for repair to previous condition.
30 C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
31 D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be
32 removed, relocated, or abandoned, bypass such services/systems before cutting to eliminate interruption to
33 occupied areas.
34

35 **3.3. PERFORMANCE**

- 36 A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the
37 earliest feasible time, and complete without delay.
38 1. Cut in-place construction to provide for installation of other components or performance of other
39 construction, and subsequently patch as required to restore surfaces to their original condition.
40 B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations,
41 including excavation, using methods least likely to damage elements retained or adjoining construction. If
42 possible, review proposed procedures with original Installer; comply with original Installer's written
43 recommendations.
44 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and
45 chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance
46 of adjacent surfaces. Temporarily cover openings when not in use.
47 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
48 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
49 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by
50 cutting and patching operations.
51 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap,
52 valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other
53 foreign matter after cutting.
54 6. Proceed with patching after construction operations requiring cutting are complete.
55 C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following
56 performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and
57 comply with installation requirements specified in other Sections.

- 1 D. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of
2 installation.
3

4 **3.4. CLEANUP AND RESTORATION**

- 5 A. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a
6 manner that will eliminate evidence of patching and refinishing.
7 1. Clean piping, conduit, and similar features before applying paint or other finishing materials.
8 2. Restore damaged pipe covering to its original condition.
9 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another,
10 patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish,
11 color, texture, and appearance. Remove in-place floor and wall coverings and replace with new
12 materials, if necessary, to achieve uniform color and appearance.
13 4. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch
14 and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats
15 until patch blends with adjacent surfaces.
16 5. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of
17 uniform appearance.
18 6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight
19 condition.
20 7. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint,
21 mortar, oils, putty, and similar materials.
22 8. Any smoke and fire caulking that has been disturbed must be replaced by the Contractor as required by
23 Code.
24
25

26 **END OF SECTION**
27

**SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

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13

14 **PART 1 – GENERAL**

15
16 **1.1. SUMMARY**

- 17 A. This specification includes administrative and procedural requirements for the recycling, re-use, salvaging, and
18 disposal of non-hazardous construction and demolition waste.
19 B. The General Contractor (GC) shall be fully responsible for complying with all applicable ordinances and other
20 such regulatory requirements during the execution of this contract.
21

22 **1.2. RELATED SPECIFICAITONS**

- 23 A. 01 33 23 Submittals
24 B. Other Divisions and Specifications that may address the proper disposal of construction or demolition waste as it
25 pertains to work being conducted under that particular specification.
26

27 **1.3. CITY ORDINANCES**

- 28 A. There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and
29 demolition waste.
30 1. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements
31 associated with this ordinance including definitions, documentation requirements, and penalties.
32 2. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements
33 associated with applying for and receiving a demolition permit.
34 B. All City of Madison, Board of Public Works, contracts being conducted by City Engineering, Facility Management,
35 for construction, remodeling, or demolition shall comply with the above ordinances regardless of project type or
36 size.
37

38
39 **PART 2 – PRODUCTS – THIS SECTION NOT USED**

40
41 **PART 3 - EXECUTION**

42
43
44 **3.1. GENERAL GUIDELINES FOR ALL WASTES**

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

1
2 **3.2. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE**

- 3 A. The following guidelines is not a complete or all-inclusive list and shall be adjusted as needed by the methods
4 and procedures identified in the Waste Management Plan.
- 5 B. Asphalt Paving: Break-up into transportable pieces or grind, transport to an authorized recycling facility.
- 6 C. Carpet and Pad: Separate carpet and pad scraps, containerize and transport to an authorized recycling facility.
- 7 D. Ceiling System Components: Suspended ceiling system components shall be sorted by material type as follows:
8 1. Broken, cut, or damaged tiles shall be containerized, transport to an authorized recycling facility.
9 2. Damaged, or cut tracks, trim and other metal grid system components shall be sorted with other metals
10 of similar types, palletize, transport to an authorized recycling facility.
- 11 E. Clean Fill: When allowed by Division 31 Specifications; concrete, masonry, stone, asphalt pavement, sand and
12 other such materials may be used as clean fill on this project site. The GC shall verify with the Project Engineer,
13 Structural Engineer, or Civil Engineer as necessary prior to using any materials as clean fill. Materials shall be
14 processed, placed, and compacted as specified. If not being re-used on site, transport to an authorized recycling
15 facility.
- 16 F. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials,
17 structural or engineered wood products, and pallets or crates. Clean Wood shall be free of paints, stains, oils,
18 preservatives and other such contaminates.
19 1. Useable pieces shall be sorted by type and dimension, bundled and transported off site by the GC or
20 returned to the supplier.
21 2. Non-useable pieces shall be palletized or containerized, transport to an authorized recycling facility.
22 3. Clean, uncontaminated sawdust and wood shavings shall be bagged, transport to an authorized recycling
23 facility.
- 24 G. Concrete: Break-up into transportable pieces, remove all reinforcing and other metals, transport to an
25 authorized recycling facility.
- 26 H. Glass Products: Shall be sorted by types, do not include light fixture lamps and bulbs. Products broken in
27 shipment shall be returned to the supplier. Broken or cracked items still in frames shall be taped to prevent
28 further breakage and injury to workers. Transport to an authorized recycling facility.
- 29 I. Gypsum Board: Stack large clean pieces on wooden pallets or container, store in a dry location, transport to an
30 authorized recycling facility.
- 31 J. Light Fixture Lamps and Bulbs: Fluorescent tubes shall be containerized, transport to an authorized recycling
32 facility.
- 33 K. Masonry and CMU: Remove all metal reinforcing, anchors, and ties, clean undamaged pieces and neatly stack on
34 pallets, transport damaged pieces to an authorized recycling facility.
- 35 L. Metals: Sort metals by type as follows, this does not include piping:
36 1. Architectural metals including but not limited to siding, soffit, and roofing panels shall be sorted by
37 material, palletize or bundle as needed and transport to an authorized recycling facility.
38 2. Structural steel, sort by size and type; palletize and transport to an authorized recycling facility.
39 3. Miscellaneous metals such as aluminum, brass, bronze, etc. shall be sorted by type, containerized or
40 palletized as necessary, transport to an authorized recycling facility.
- 41 M. Packaging and shipping materials
42 1. Cardboard boxes and containers: Breakdown all cardboard boxes and containers into flat sheets. Bundle
43 and store in a dry location until transported for recycling.
44 2. Pallets:
45 a. Whenever possible require deliveries using pallets to remove them from the project site.
46 b. Neatly stack pallets in preparation for reusing them or providing them to other companies for
47 salvage or re-use.
48 c. Break down pallets into component wood pieces that comply with the requirements for recycling
49 clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
50 3. Crates: Break down crates into component wood pieces that comply with the requirements for recycling
51 clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
52 4. Polystyrene Packaging: Separate and bag materials.
- 53 N. Piping and conduit: Reduce all piping and conduit to straight lengths, sort and store by size, material and type.
54 Remove supports, hangers, valves, boxes, sprinkler heads, and other such components, sort and store by size,
55 material and type. Transport to authorized recycling facilities according to material types.
- 56 O. Roofing: Roofing materials shall be sorted and containerized by type, transport to authorized recycling facilities
57 according to material types.

- 1 P. Site-Clearing Waste: Sort all site waste by type.
2 1. Only stockpile soils types and quantities required for re-use on the project site. All remaining quantities
3 shall be transported off site to an authorized facility that receives such materials.
4 2. Brush, branches, and trees with no marketable re-use shall be transported to facilities for chipping into
5 mulch.
6 3. Trees with a marketable re-use shall be salvaged and transported to facilities that specialize in processing
7 trees for future use as wood products.
8

9 **3.3. GUIDELINES FOR DISPOSAL OF WASTES**

- 10 A. Any waste that is contaminated, organic, or cannot be recycled, re-used, or salvaged shall be legally disposed of
11 in an authorized landfill or incinerator. Disposal methods shall follow all applicable regulatory requirements.
12 B. No waste material of any kind shall be allowed to be buried on the project site at any time.
13 C. No burning of any kind of waste material shall be permitted on this project site at any time.
14 D. Paint and Stain: Paints, stains, and their containers shall be disposed of as follows:
15 1. Whenever possible containers should be thoroughly cleaned immediately after emptying and sorted with
16 as appropriate (metal or plastic) for recycling
17 2. Empty containers, regardless of type or base material, may be disposed of with lids off with general
18 garbage.
19 3. Latex paint may be placed with general garbage if properly solidified as follows:
20 a. Small amounts (an inch or less in can): Remove lids and allow paint to dry out in the can and
21 harden. Protect cans from rain and freezing.
22 b. Large amounts (more than one inch): Mix paint with equal amounts of cat litter, stir and allow to
23 completely dry. Alternate method: mix with commercial paint hardener.
24 4. Oil-based or combustible paints and stains, regardless of liquid or solid, shall be transported to an
25 approved facility that takes such items such as Dane County Clean Sweep Sites.
26 E. Treated Wood Materials: Treated wood materials including but not limited to wood that has been painted,
27 stained, or chemically treated shall not be recycled or incinerated.
28
29
30
31
32

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

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17 **PART 1 – GENERAL**

18
19 **1.1. SUMMARY**

- 20 A. The purpose of this specification is to provide clear responsibilities and guide lines related to providing well
21 documented and complete Operation and Maintenance (O&M) Data related to general facility use, equipment,
22 systems, finishes, and materials to City of Madison Staff (Owner, Owner Representatives, Maintenance, and
23 Custodial Personnel) as needed.
24 B. For primary roofing projects Operation and Maintenance Data shall consist to both of the following categories:
25 1. Operation and Maintenance Data: Generally shall mean the owner manual that provides information on
26 start-up, shut-down, operation, troubleshooting, maintenance, parts, and other such documentation as it
27 pertains to all equipment and systems installed under the Work.
28 2. Use and Care instructions: Where applicable use and care instructions shall also be considered O&M for
29 such things as flooring, tile, partitions, and other such finishes and trim related items, installed under the
30 Work.
31

32 **1.2. RELATED SPECIFICATIONS- THIS SECTION NOT USED**

33
34 **1.3. QUALITY ASSURANCE**

- 35 A. All O&M Data shall meet the requirements identified in Section 1.4 below.
36 B. All contractors shall provide O&M Data for each piece of equipment, system, or finish installed during the
37 installation of the Work. O&M Data shall be provided to the General Contractor (GC) for verification and
38 submittal.
39 C. The GC shall be responsible for receiving all required O&M Data files from all contractors for verifying that all
40 files submitted meet the requirements in Section 1.4 below.
41

42 **1.4. O&M DATA REQUIREMENTS**

- 43 A. O&M Data shall be provided in digital PDF format as follows:
44 1. PDF files shall be complete first generation consumer useable editions of PDF documents as provided by
45 any of the following:
46 a. Product manufacturer
47 b. Supplier of product
48 c. Product manufacturer internet site
49 2. Acceptable PDF files shall have the following functionality:
50 a. Word searchable
51 b. Key areas are bookmarked
52 c. Table of Contents and/or Index linked to content is preferred whenever possible.
53 3. Scanned printed material, with word searchable capabilities, saved as a PDF, is not acceptable and will be
54 rejected without further review.
55 B. O&M Data shall include but not be limited to the following manufacturers' published information as appropriate
56 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 plan) with over all R-Value, all details used 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.

1.5. 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 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. O&M DATA PREPARATION - GENERAL

- A. All contractors shall 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 1.4.A.1 and 1.4.A.2 above.
 2. Verify that all information as described in Section 1.4.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. City Project Manager, and Owner Representatives shall review the O&M Data submittals within fifteen (15) working days. The GC shall make any noted revisions to the O&M file and resubmit within fifteen (15) working days.
- C. The GC shall submit the completed digital PDF files to the City Project Manager prior to final Payment.

3.2. O&M DATA DRAFT SUBMITTAL-THIS SECTION NOT USED

3.3. O&M DATA FINAL SUBMITTAL-THIS SECTION NOT USED

3.3. CONSTRUCTION CLOSEOUT-THIS SECTION NOT USED

END OF SECTION

SECTION 01 78 36
WARRANTIES

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16

17 **PART 1 – GENERAL**

18
19 **1.1. SUMMARY**

- 20 A. The purpose of this specification is to provide clear responsibilities and guide lines related to providing all
21 Warranties and Guarantees related to the Work, workmanship, materials, equipment, and other such items
22 required by the Construction Documents.
23 B. Manufacturers’ disclaimers and limitations on product warranties do not relieve any contractor of the warranty
24 on the Work that includes the product.
25 C. Manufacturers’ disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and
26 any contractor required to provide special warranties under the contract documents.
27

28 **1.2. RELATED SPECIFICATIONS**

- 29 A. Section 01 78 23 Operation and Maintenance Data
30 B. Other Divisions and Specifications that may address more specifically the requirements for Warranties related to
31 the installation of all items and equipment installed under the execution of the Work.
32

33 **1.3. DEFINITIONS**

- 34 A. Emergency Repair: The Owner or Owner Representative reserves the right to make emergency repairs as
35 required to keep equipment or materials in operation or to prevent damage to property and injury to persons
36 without voiding the contractors warranty or bond or relieving the contractor of his/her responsibilities during
37 the warranty period.
38 B. Installer: The company or contractor hired to install a finished product that was manufactured and supplied
39 specifically for the Work within this contract. The Installer may or may not be the same company that supplied
40 the product. See the definition for supplier.
41 C. Supplier: Any company that makes a specific finished product for the Work from information within the Contract
42 Documents. Examples of suppliers would include custom cabinets, steel stairs and railings, etc. A supplier would
43 not be a company that distributes items manufactured by others such as an electrical or plumbing supplier.
44 D. Warranty: A written guarantee from the manufacturer to the owner on the integrity of a product and its
45 installation, and the manufacturers’ responsibility to repair or replace the defective product or components
46 within a specified time from the date of ownership. Warranty may also be used interchangeably with
47 Guarantee. The following warranty types may be part of any specification within the Work associated with the
48 Construction Documents:
49 1. Expressed Warranty: A warranty that provides specific repair or replacement for covered components of
50 a product over a specified length of time.
51 2. Implied Warranty: A warranty that is not stated explicitly by a seller or manufacturer that the product is
52 merchantable and fit for the intended purpose.
53 3. Standard Product Warranty: Preprinted written warranties published by individual manufacturers for
54 particular products and are specifically endorsed by the manufacturer to the Owner. Standard warranties
55 may be for any amount of time but shall not be for anything less than one (1) year from the warranty
56 date.

- 1 4. Special Warranty: A written warranty required by the Contract Documents either to extend the time
2 limit provided under a standard warranty or to provide greater rights to the Owner.
- 3 F. Warranty Date: The effective date that begins all warranty periods required for products, installations, and
4 workmanship associated with the execution of the Work for this contract. The Warranty Date shall be set by the
5 CPM.
- 6 G. Related Damages and Losses: When correcting failed or damaged Warranted Work, remove and reinstall (or
7 replace if necessary) the construction that has been damaged as a result of the failure or the construction that
8 must be removed and replaced to obtain access for the correction of Warranted Work.
- 9 H. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected reinstate the
10 warranty by a new written endorsement. The reinstated warranty shall be equal to the original warranty with an
11 equitable adjustment for depreciation unless specifically noted otherwise in a specification.
- 12 I. Replacement Cost: All costs that may be associated with Work being replaced under warranty including but not
13 limited to the following:
14 1. Related damages and losses
15 2. Labor, material and equipment
16 3. Permits and inspection fees
17 4. This shall be regardless of any benefit the Owner may have had from the Work through any portion of its
18 anticipated useful service life.
- 19 J. Replacement Work: All materials, products, required labor, and equipment necessary to replace failed or
20 damaged warranted to an acceptable condition that complies with the requirements of the original Construction
21 Documents.
- 22 K. Owners Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not
23 limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods
24 shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations,
25 rights, and remedies.
- 26 1. Rejection of Warranties: The Owner reserves the right to reject any warranty and to limit the selection of
27 products with warranties not in conflict with the requirements of the contract documents.
- 28 2. Where the Contract Documents require a Special Warranty or similar commitment on the Work or
29 product, the Owner reserves the right to refuse acceptance of the Work until the Contractor presents
30 evidence the entities required to countersign such required commitments have done so.

31
32 **1.4. GENERAL CONTRACTORS RESPONSIBILITIES**

- 33 A. The General Contractor (GC) shall be responsible to remedy, at his/her expense, any defect in the Work and any
34 damage to City owned or controlled real or personal property when the damage is a result of:
35 1. The GC's failure to conform to Contract Document requirements.
36 a. Any substitutions not properly approved and authorized may be considered defective.
37 2. Any defect in workmanship, materials, equipment, or design furnished by the GC or Sub-contractors.
- 38 B. All warranties as described in this specification and these Contract Documents shall take effect on the date
39 established by the CPM, as noted in Section 1.3F above.
40 1. All warranties shall remain in effect for one (1) year thereafter unless specifically stated otherwise in the
41 Contract Documents or where standard manufacturer warranties are greater.
- 42 C. The GC's warranty with respect to Work repaired or replaced, including restored or replaced Work due to
43 damage, will run for one (1) year from the date of Owner Acceptance of said repair or replacement.
44 1. This shall be regardless of any benefit the Owner may have had from the Work through any portion of its
45 anticipated useful service life.
- 46 D. Warranty Response
47 1. See Section 3.5 of this specification.

48 **PART 2 – PRODUCTS - THIS SECTION NOT USED**

49
50 **PART 3 - EXECUTION**

51
52 **3.1. WARRANTY CHECKLIST**

- 53 A. All contractors shall be responsible for reviewing the drawings and specifications within their Divisions of Work
54 to provide a complete and comprehensive list of all Warranty Requirements to the GC.
- 55 B. Each list shall indicate the title (and plan identifier when applicable) of the warranted item, the associated
56 specification of the warranted item, the terms of the warranty (years), and a column to verify the item has been
57 turned in and completed.

- 1 C. The GC shall be responsible for all of the following:
 2 1. Consolidating all the warranty lists into one master Warranty Checklist and submitting electronically.
 3 a. The checklist shall be in a tabular data format similar to the sample below.
 4 2. Resubmit the schedule as needed after initial reviews have been completed.
 5 D. The GC shall work with all contractors to amend the Warranty Checklist throughout the execution of the project
 6 based on changes and modifications as necessary.
 7

<u>Title</u>	<u>Specification</u>	<u>Terms</u>	<u>Completed</u>
Overhead Door Operator	08 36 00	MFR 2yr	
Exterior Bench and Trash Receptacles	12 93 00	MFR 3 year warranty on finish	
Kitchen Sink (SK-1)	22 42 00	MFR 5 year	
Disposal (D-1)	22 42 00	MFR 7 year parts and in-home service	
Toilet (WC-1)	22 42 00	MFR 1 year limited	

8

9 **3.2. LETTERS OF WARRANTY**

- 10 A. All letters of warranty shall be in a typed letter format and provide the following information:
 11 1. The letter shall be on official company stationary including company name, address, and phone number.
 12 2. Indicate project name, contract number, and contract address the warranty is for on the reference line.
 13 3. Provide a description of the warranty(ies) being provided.
 14 a. Include Division, Trade, or Specification information as necessary.
 15 b. Only combine warranties of related Divisional Work together. Create new letters for additional
 16 Divisions as necessary.
 17 4. Indicate the effective Warranty Date. As noted in Section 1.3.F above, the Warranty Date shall be the
 18 date the Certificate of Substantial Completion was signed by the City Engineer.
 19 5. Contractor Letters of Warranty shall only be signed by a principal officer of the company.
 20 6. After signing the letter provide the GC with a high quality color scanned image in PDF format and the
 21 original signed letter.
 22 B. The GC shall be responsible for the Final Warranty submittal as identified in Section 3.4 below.
 23 C. The GC shall obtain letters of warranty from all of the following:
 24 1. The General Contractor shall provide warranty letters for all Work that was self-performed under the
 25 contract documents, identify all trades or Divisions of Work.
 26 2. All Sub-contractors shall provide warranty letters for Work performed under the contract documents;
 27 identify all trades or Divisions of Work.
 28 3. Suppliers, as required by other specifications within the Construction Documents where the manufacture
 29 of a specific product unique to the Work of this contract was required.
 30 a. The terms and conditions of the Supplier Letter of Warranty shall be as defined by the
 31 specifications associated with the Work but shall not be less than the industry standard of repair,
 32 or replace defective materials and workmanship within one (1) year of the warranty date.
 33 b. When the supplier is also the installer a single written letter may be submitted identifying both
 34 the warranty for the manufacture of the product and the warranty for the installation of the
 35 product.
 36 4. Installers as required by other specifications within the Construction Documents where the installation of
 37 a specific product unique to the Work of this contract was required.
 38 1. The terms and conditions of the Installer Letter of Warranty shall be as defined by the
 39 specifications associated with the Work but shall not be less than the industry standard of repair,
 40 or replace defective materials and workmanship associated with the installation of the product
 41 within one (1) year of the warranty date.
 42 5. Special Letters of Warranty shall be required from any contractor, supplier, installer or manufacturer who
 43 agrees to provide warranty services required by any Division Specification in excess of their Standard
 44 Product Warranty.
 45

46 **3.3. STANDARD PRODUCT WARRANTY**

- 47 A. All contractors shall be responsible for collecting and providing copies of all standard product warranties for
 48 commercially available products purchased and installed under this contract.
 49 B. Only one copy of the manufacturers' standard warranty needs to be submitted as representative for all
 50 quantities of the same model number used throughout the Work.

- 1 C. Provide the manufacturers certificate, letter, or other standard documentation for each Standard Product
2 Warranty submitted as follows:
3 1. Whenever possible a PDF version of the document shall be used.
4 a. If a PDF version is used all additional information shall be completed using simple PDF editing
5 tools such as text boxes, highlight, etc.
6 b. If a PDF version is not available and an original document is furnished the additional information
7 shall be neatly hand written and highlighted on the document in such a fashion so that it does not
8 obscure any part of the written warranty.
9 2. Provide the following additional information on each warranty document:
10 a. Contract warranty date.
11 b. Provide the manufacturer name and model number of the product if not specified within the
12 warranty.
13 i. Where the manufacturer name and model number is specified within the warranty it shall
14 be highlighted for visibility.
15 c. Provide the plan identifier (LAV-1, WC-2, etc.) when applicable.
16 D. Each completed warranty shall be saved as a digital PDF. The file shall be named using the specification number
17 and item description. I.E. 22 42 00 Toilet (WC-1).pdf
18 a. Where an original certificate was furnished provide a high quality colored scan of the completed
19 document with the additional information. Save the scanned image in PDF format and use the
20 same naming convention as indicated above.
21 E. Provide all PDF files and any original documents to the GC for final consolidation to be provided to the Owner.
22
23 **3.4. FINAL WARRANTY SUBMITTAL**
24 A. The GC shall receive all required warranties (digital PDF and any original documents) from all contractors,
25 suppliers, installers and manufacturers.
26 B. The GC shall inventory all received warranties with the Warranty Submittal List to ensure all required warranties
27 have been received and all warranty periods are correct according to the specifications.
28 C. Provide with each Operation and Maintenance Manual a complete copy of any associated warranty.
29 D. Scan all warranties into a single organized electronic PDF file as follows:
30 1. Organize the PDF file into an orderly sequence based on the table of contents of the Specifications.
31 2. Provide a typed Table of Contents for the entire file at the front of the document.
32 3. Provide bookmarks and links to each individual PDF to enable quick navigation through the PDF
33 document.
34 E. Submit electronically, the warranty submittal for review by the PE and CPM.
35 F. Correct any deficiencies or omissions and resubmit as necessary.
36
37 **3.5. WARRANTY NOTIFICATION, RESPONSE, EXECUTION AND FOLLOW-UP**
38 A. Not Applicable.
39
40
41
42
43

END OF SECTION

SECTION 07 53 23
WOOD SHINGLES

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide labor, equipment and materials to replace the existing cedar roofing system and all associated flashing at the Gates of Heaven Synagogue located at 302 East Gorham, Madison Wisconsin.

1.2 SUMMARY

- A. Furnish and install a new cedar roofing system which consists of the following work:
1. Tear off the existing roofing system consisting of cedar shingles, copper metal flashing, existing soffit vents, gutters and downspouts.
 2. Inspect existing decking, repair and replace any damaged sheeting.
 3. Remove and install decking for roof #2 as necessary to allow for access to reroute the ½" electrical conduit/wiring from the roof's peak to the space under the decking. Electrical work to be done by owner.
 4. Inspect masonry where flashing is to be installed. Clean substrate to comply with manufacturers requirements for proper adhesion of ice and water membrane and sealant. Notify the City Project Manager (CPM) if any repair work will need to be done to the masonry.
 5. Install new ice and water membrane on roofs 1, 2, 3, 6, 8, and 9. Run ice and water membrane vertically up masonry that shall receive flashing. Wrap corners to create a watertight joint.
 6. Provide a Class "A" fire rated cedar roofing system utilizing Class "B" rated wester cedar shingles, mineral-surfaced Class "A" fiberglass cap sheet with a Cedar Breather underlayment.
 7. Install new ½" plywood decking over slatted decking for roofs 4, 5 and 7.
 8. Install new sheet metal flashing at all roof edges.
 9. Install new soffit and ridge venting.
 10. Prepare substrate, prime and paint wooden soffit and fascia.
 11. Install new gutters, downspouts and splash bocks.
 12. Clean and rinse shingle with low pressure cleaning.
 13. Provide a 40 year prorated shingle warranty from the shingle manufacturer.
 14. Provide all other roofing related items specified, indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
- B. Disposal of demolition debris and construction waste is the responsibility of the contractor. Perform disposal in a manner complying with all applications of federal, state, local regulations and sections

SECTION 07 53 23
WOOD SHINGLES

within this project manual. Refer to Section 01 74 19 "Construction Waste Management and Disposal".

- C. Commence of work by the contractor shall constitute acknowledgement by the contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing materials and treatment manufacturer.

1.3 RELATED REQUIREMENTS:

- A. New Roof Construction Manual, Cedar Shake & Shingle Bureau (CSSB), PO Box 1178, Sumas, WA 98295-1178, www.cedarbureau.org

1.4 PRE-BID AND PRE-INSTALLATION MEETINGS

- A. Pre-bid; refer to SECTION D of the general specifications for pre-bid meeting date, time and location.
- B. Project meeting; pre-installation meetings will be required before each phase of the project. Pre-installation meetings will be required prior to installing cedar shingle roofing system, sheet metal flashing, and gutters and downspouts at a minimum. The contractor shall be responsible for notifying the City Project Manager at each phase of the project and at critical inspections points.

1.5 ACTION SUBMITTALS

- A. Product Data Sheets: Provide product data sheets for all components of the roofing system marked up to indicated the specific items, type, model that will be used.
- B. Installation instructions: Provide manufacturer's instruction to installer, marked up to show exactly how all components will be installed; where instructions allow installer options, clearly indicate which option will be used.
- C. Shop Drawings: Include all flashing and termination details if different than provided in the drawing.
- D. Mock up: Provide mockup of counter flashing detail for each type of termination at stone or brick. Do not proceed with construction until mockup has been approved by the City Project Manager.
- E. Samples for Verification: For the following products:
 - 1. Cedar Shingle.
 - 2. Paint color sample. Soffit and fascia paint, gutters and downspouts.
 - 3. Metal flashing sample showing manufacturers full range of standard colors.

1.6 INFORMATIONAL SUBMITTALS :

- A. Sample Warranties:
 - 1. For fire retardant applicator, provide sample of warranty information that verifies and document that shingles are fire-retardant treated for Class "B" with assembly to obtain Class "A" rating for the roof assembly.

SECTION 07 53 23
WOOD SHINGLES

2. For shingle manufacturer provide sample of the 40 year prorated warranty information for shingles.
3. Provide sample warranty for installer 5 year warranty for leaks and workmanship.
4. Provide sample of manufacture's standard warranty for each individual product used in this project.

1.2 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals. Refer to Section 01 78 23 "Operation and Maintenance Data".
- B. Executed copies of all warranties.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: By submitting the bid, the bidder and each subcontractor certifies as to meeting the following requirements:
 1. Has completed three projects over the past five years of at least the same size or value of the division of work being bid and the type of work completed is similar to that being bid.
 2. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
 3. Maintains a permanent place of business.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection
- B. Deliver roofing materials to project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- C. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.5 FIELD CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with the manufacturer's recommendations.

1.6 WARRANTIES

- A. Assist City to obtain the following warranties:

SECTION 07 53 23
WOOD SHINGLES

- B. Shingle Warranty: Manufacturer agrees to refund or repair or replace components of roofing system that fail in materials or workmanship within specified warranty period as follows:
1. Provide a 40 year manufacturer's warranty that either replacement shingles, or refund a pro rata portion of the amount the original owner paid for the purchase of the shingles in the event of a leak caused by a product defect.
 2. If a warranted product leaks within the applicable warranty period due to an original product defect as described in the Standards, the Company shall upon receiving a bona fide warranty claim, at its sole election, and subject to the limitations and exclusions set forth below, either (1) furnish replacement shakes, or (2) refund a pro rata portion (the "pro rata refund") of the amount the original owner paid for the purchase of the defective shakes (the "purchase price"). These remedies are the exclusive and sole remedies available under the Warranty.
 3. In the case of replacement the Company shall be responsible only for the cost of purchasing replacement product (the "replacement costs") up to a maximum amount equivalent to the amount of any pro rata refund that would be paid for the same warranty claim. The original owner shall be responsible for any replacement costs above this maximum amount, as well as any additional expenditures for labor or materials, such as tear-off (product removal) costs, or the cost of installing, repairing or replacing venting, metal work, flashings underlayments, fasteners or other related materials.
 4. In the case of a pro rata refund, the amount of the refund shall be determined by multiplying the purchase price by the percentage of the warranty period remaining (determined by dividing the number of months remaining in the applicable warranty period by the total number of months in the warranty period) as of the date the Company receives the warranty claim
- C. Class "A" Fire Rating Warranty:
1. Subject to the limitations and exclusions, warrants to the Owner that, for the useful life of the underlying wood shakes and shingles as determined by the warranty period offered by the manufacturer of such shakes and shingles as well as published by the Cedar Shake and Shingle Bureau, the Warranted Treatment will meet the fire retardation standard for the class of treatment identified on the certification label applied by the treatment company to each bundle of treated product and to the standard set forth in applicable provisions of Uniform Building Code, including Standard No. 15-2, UL-790, Fire Retardency of Roof-Covering Materials (collectively the "Standards").
- D. Provide a copy of the "Installer 5 year warranty for leaks and workmanship" that the installer intends to provide. Refer to Section 3.17 ROOFING INSTALLERS'S WARRANTY of this specification.

SECTION 07 53 23
WOOD SHINGLES

PART 2 – PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed cedar shingle roofing system, western red shingles, underlayment and base flashings to comply with manufacturers' requirements' to obtain a 40 year warranty for the shingles. Roofing and flashings shall remain watertight.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by shingle manufacture, and Cedar Shake and Shingle Bureau based on testing and field experience.
- C. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class B; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency. Note: A Class "A" rated roofing system shall be obtained by installing the Class "B" Shingle with appropriate materials as indicated below.
- D. Class "A" Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs as indicated in drawing, manufacturer's/applicator's requirements and by the Cedar Shake & Shingle Bureau. Identify products with appropriate markings of applicable testing agency.

2.2 WESTERN RED CEDAR SHINGLES

- A. Wood Shingles: Certigrade® Cedar Shingle, Western Red Cedar, Number 1 Blue Label®, 100% heartwood, 100% clear and 100% edge grain. 18" (Perfection) length.
 - 1. Approved Manufacturers:
 - a. Manufacturer shall be a member in good standing and complying with manufacturing requirements of the Cedar Shake & Shingle Bureau.
 - 2. Material: Western Red Cedar.
 - 3. Butt Thickness: 5/2 ¼" (5 butt together measure 2 ¼").
 - 4. Fire Rating: Pressure-treated Class "B".
 - 5. Impact Resistance: Class 4 per UL-2218.
 - 6. Maximum Face Exposure: 5 ½" for roof of 4/12 or greater

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
- B. Ice and Water Barrier/membrane: Grace Ice & Water Shield®. Manufactured by W.R, Grace & Company-Comm, 62 Whittemore Avenue. Cambridge, MA 02140 No substitutions allowed.

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- C. Fire Rated Underlayment: Mineral-Surfaced Class "A" fiberglass Cap Sheet complying with standard UL 55-A. 76 lb./roll minimum (Nominal one square coverage).
- D. Ventilating Underlayment: Cedar Breather®, ¼" nominal thickness, manufactured by Benjamin Obdyke Inc., 400 Babylon Rd., Suite A, Horsham, PA 19044. (800) 532-5261, E-mail: info@benjaminobdyke.com; website: www.benjaminobdyke.com.) No substitutions.
- E. Fasteners: Stainless steel fasteners (ASTM type 316). Size length should be long enough to penetrate at least ¾" or through the sheeting when driven flush to the shingle face.
- F. Sheeting: Exterior CDX Grade Plywood- ½" thickness.
- G. Roof Venting System:
 - 1. Ridge Vent
 - a. Material: Cor-A-Vent V-600-11 Ridge Vent.
 - i. Net free area: 20 sq. in per linear ft.
 - ii. Color: Black.
 - iii. Dimensions: 11 inches wide by 48 inches long by 1 inch high.
 - b. Manufacturer: Cor-A-Vent, Inc.; P.O. Box 428; Mishawaka, IN 46546-0428. ASD. Tel: (800) 837-8368. Fax: (800) 645-6162.
 - 2. Soffit Vents:
 - a. Materials: Item CV616W Aluminum Soffit Vent.
 - i. Net free area: 39 sq. in per vent.
 - ii. Color: White.
 - iii. Dimensions: 6 inches by 16 inches
 - b. Manufacturer: Tamlyn Inc.; 13623 Pike Road, Stafford, TX 77477. Tel: (800)-334-1676
- H. Paint:
 - 1. Primer: PrimeR_x™ Interior/Exterior Acrylic Peel bonding Primer B51T00600. Manufacturer: Sherwin Williams, www.sherwin-williams.com
 - 2. Finish Coat: Resilience® Exterior Latex Satin K43 Series. Color White. Manufacturer: Sherwin Williams, www.sherwin-williams.com
 - 3. Alternates: The contractor has the option to provide an alternate as long as it is equivalent in all properties. The submittal must include a letter from the manufacturer stating the coatings are equivalent to the above specified products.
- I. Sealant:
 - 1. Exposed Sealant at Counter Flashing- Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248. Silicone, Nonstaining, S,NS, 50,NT: nonstaining, single-compound, nonsag, plus 50 percent and minus 50 percent movement capability,

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nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50,
Use NT

- a. Acceptable manufacturers but not limited to:
 - i. Dow Corning Corporation
 - ii. Pecora Corporation
 - iii. Sika Corporation; Joint Sealant
 - iv. Tremco Incorporated.
 - v. General Electric/Momentive

2. Loose Lock Seam Sealant- Non-hardening Elastic Sealant.

- a. Trempro® JS-773, Non-Skimming, Non Drying, Flexible Synthetic Butyl Sealant. Manufactured by Tremco Incorporated.
- b. Water Block Seal (S-20) Non Drying Butyl Rubber Sealant. Manufactured by Firestone Building Products.

J. Sheet Metal Flashing/Eave Edge Flashing

1. All sheet metal flashing shall be 0.040 inch aluminum sheet, baked enamel finish, unless otherwise indicated. Color to be selected from manufacturer full line of standard colors.
2. Gutters & Downspouts: Design based on pre-manufactured Half Round Aluminum Gutter and Downspouts components available through Gutter Supply(www.guttersupply.com/)
 - a. 6" Reverse Half Round Single Bead Rain Gutter. 0.032" Aluminum, White Finish.
 - b. 6" Half Round C Style End Caps. 0.032" Aluminum, White Finish.
 - c. 6" Half Round Outside Decorative Stamped Fascia Gutter Hanger. 0.027" Aluminum, White Finish.
 - d. 4" Half Round B Style Outlet. Mill Finish Aluminum.
 - e. 4" Plain Round Elbow. 0.019 Aluminum, White Finish.
 - f. 4" Plain Round Downspout. 0.019 Aluminum, White Finish
 - g. Downspout Fastener, Rack & Key HG White Aluminum.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Remove all existing roofing down to the roof deck including eave edge and all metal flashing. Existing ice & water barrier may remain.
- B. Examine substrates, areas, and conditions, with City Project Manager (CPM) present, for compliance with requirements and other conditions affecting performance of the Work.

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- C. Inspect masonry surface at flashing terminations to be sound and in good condition. Notify CPM if substandard substrate conditions exist that will prevent a proper installation of metal counter flashing. Clean sealant from all masonry that will be exposed after new flashing is installed. Note: existing sealant has been tested and determined to not contain asbestos.
- A. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. During demolition, document existing flashing unique detailing methods for Roofs 1&2 so they can be used to prepare shop drawings for installation of new flashing.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- C. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25 mm) in diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas
- D. Install new 1/2" plywood over existing slatted roof system for Roof # 4, 5 & 7. Note: the only solid sheet sheathing tested with Certi-Label® Shingles is plywood. OSB shall not be allowed as a sheathing substitute. Leave ventilation gap at roof transition as shown on drawings.

3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, and standards from the Cedar Shake & Shingle Bureau. The contractor shall cover all roof surfaces with Certigrade® shingles bearing the Cedar Shake & Shingle Bureau's official grade marked label per this specification.
- B. Roof shingles shall be laid with a maximum weather exposure of 5 1/2 inches. The contractor shall determine the actual exposure from field dimensions of the roof and determine a uniform face exposure for the roof section that does not exceed the maximum allowable exposure.
- C. Certi-label shingles shall be at least doubled at all eaves.
- D. Butts of the Certi-label shakes/shingles in the first course on roofs shall project 1 1/2" from the edge of roof eaves to insure proper spill into gutters and approximately 1" at gable and rake edge.
- E. Spacing between adjacent shingles shall be not less than 1/4", not more than 3/8".
- F. Course Alignment: Shingles shall be laid with a side lap not less than 1 1/2" between joints in adjacent courses, and not more than 10% shall be in direct alignment in alternate courses.

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3.4 FLASHING

- A. Existing copper flashing shall be removed and replaced with aluminum flashing. All metal flashings shall be .040 aluminum sheet with baked enamel finish unless otherwise indicated.
- B. Step flashing shall be used where vertical surfaces occur in connection with slopes. They shall be formed of separate pieces. Flashing shall extend horizontally not less than 3" and up the vertical wall so that they shall be lapped by the counter flashing not less than 4". It shall be installed in step fashion and each piece shall lap not less than 3" (one flashing installed on each course concealed under the covering course).
- C. Chimney/column flashing shall extend up the chimney/column to a height not less than 3", up the roof slope to a point equal in height to the flashing on the chimney but never less than 1 1/2 times the Certi-label shingle exposure. Refer to CSSB New Roof Construction Manual and Typical Projection Flashing Detail.
- D. Apron counter flashing shall extend to within 1" of the surface of the finished roof.

3.5 FASTENERS

- A. Each Certi-label roof shingle shall be secured with two full-driven, type 316 stainless steel fasteners per size and type specified. Nails shall be driven flush but not so that the nail head crushes the wood. They shall be placed approximately 3/4" to 1" from the side edges of the shingles and approximately 1 1/2" above the butt line of the following course. Fasteners shall be long enough to penetrate into the solid wood sheathing at least 3/4" or all the way through.
- B. Fastener length: Various underlayments have been utilized with various material thicknesses. Perform a test sample for each detail to ensure the nails are of proper length. Follow recommendations of manufacturer and the Cedar shake and Shingle Bureau.

3.6 HIP AND RIDGE

- A. Intersecting roof surface at hips and ridges should be capped to ensure a weather-tight joint. Site-made or factory-assembled hip and ridge units may be used but must have alternate overlap and concealed nailing. See Hip and Ridge Detail.
- B. When ridge cap and field products are the same length and grade, the weather exposure of the ridge cap should be the same as the field product of the roof.
- C. All Certi-label shingle hips and ridges shall be of alternate overlap type applied at the same exposure as field of roof and with nails long enough to penetrate into sheathing at least 3/4", position fasteners approximately 2" above exposure line. Install a strip of felt, eave protection material or metal over hip or ridge under the ridge or hip cap. If longer or shorter ridge cap is used, adjust exposure accordingly. Install hip and ridge cap per Hip and Ridge Detail drawing.

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3.7 ICE & WATER BARRIER

- A. Install Grace Ice & Water Shield over existing layer of Grade Ice & Water Shield. Install per manufacturer's instructions to provide water tight seal. Run membrane up vertical surfaces a minimum of 3" overlapping outside corners with additional material to provide a watertight corner.
- Prepare substrates as recommended by the manufacturer applying appropriate primer as required.

3.8 FIRE RATED UNDERLAYMENT (Class "A" fire rated Cedar Shingle Roof Covering System)

- A. Instructions for applying a fire treated cedar shake as a Class "A" roof covering system.
1. The fire rated pressure-treated western red cedar shingle Class "B" must be installed over a minimum of 12" exterior grade plywood for this project. Beginning at the eave, a 36" wide mineral-surfaced Class "A" fiberglass cap sheet must be rolled over the entire deck. The fiberglass cap sheeting must have at least a 2" overlap on both the sides and ends of each sheet and be attached with sufficient enough fasteners to hold the sheeting in place and prevent movement prior to the application of the Cedar Breather® product and the Certigrade® Class "B" rated singles. Cap sheet should extend ¼" beyond edge of roof deck.

3.9 ATTIC VENTILLATION

- A. Ridge Venting. Follow manufacturer's instructions for installing ridge cap ventilation. Note the procedure for steep pitch roofing systems below.
1. Install ridge vents along entire length of roof ridges. Do not leave the sections at the ends of the ridge unvented.
 2. Fit end cap onto one end of the first and last piece of ridge vent.
 3. Lay a bead of calking on the underside of the end cap, press the piece and cap into position, and nail through the end cap, the ridge vent, and into the roof sheathing.
 4. Use 316 stainless steel roofing nails that are long enough to penetrate ridge vent and through roof sheathing.
 5. Drive the nails down flush so that the vent and end cap are held down firmly.
 6. Do not indent by over driving.
 7. Butt each successive piece up snugly, checking for straight alignment.
 8. Use 2 nails in each end and 1 at each side at center, pulling up slightly when nailing second side to ensure that the vent is nailed at the same pitch as the roof.
 9. Prior to installing the ridge vent, a bead of sealant shall be applied on top of the shingles to provide weather seal between the shingles and vent. See drawings.
 10. Cap Shingles:
 - a. Place the first cap shingle with approximately 1/2-inch (40 mm) overhang over the end cap and at each side of the ridge vent.

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- b. Nail down through the shingle, the ridge vent, and through the roof sheathing.
 - c. Nails must be long enough to penetrate the roof sheathing.
 - d. Do not fasten ridge vents with staples.
 - e. Apply cap shingles per specifications and according to the Cedar Shake & Shingle Bureau's New Roof Construction Manual Cedar Shake.
 - f. Drive nails flush; do not indent.
11. Steep Pitch and Wide Ridge Beam Applications:
- a. Cut ridge vents into 2 half pieces lengthwise.
 - b. Nail half pieces over shingles on either side of the ridge slot.
 - c. Fasten metal flashing over ridge vent. Apply sealant between the sheet metal and the vent cap.
12. For Cedar Shingles:
- a. Select shingles of uniform thickness to provide an even surface for the vent to rest on.
 - b. Lay a bead of sealant on top of and between edges of shingles to provide weather seal between shingles and vent.
 - c. Install metal flashing on top of vent and cap with cedar shingles cut for ridge cap. Use 316 stainless steel nails of sufficient length to penetrate sheathing.
- B. Soffit Venting.
- 1. Install per manufacturer's instructions. Evenly space vents along soffit as it is practical, utilizing existing openings in the soffit. Resize existing openings at to achieve the full net free area rating of the vent as necessary. Locate vents in section of soffit that are open to the attic space.

3.10 VENTILATION UNDERLAYMENT

- A. Install per manufacturer's instructions, noting the following:
- 1. Install over the mineral surfaced Class "A" fiberglass cap sheet.
 - 2. Tack down Cedar Breather®. One tack (or nail) approximately every 3 ft². Install with dimples down to present the flat side as the nailing surface.
 - 3. Do not lap layers, each course should butt against the previous course.
 - 4. Work from fascia to ridge while installing shingles to avoid walking directly on Cedar Breather®.
 - 5. Install shingles per manufacture's instruction. Utilize a nail length that will allow for ¾" penetration into sheathing or completely through sheathing. Allow ¼" for Cedar Breather® thickness.

3.11 GUTTERS AND DOWNSPOUTS

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- A. Install per manufacturers instruction to provide a watertight seal at all connections. Incorporate the guidelines below:
1. Color to be white, provide samples of finish texture.
 2. Locater gutters and downspouts as shown on plans.
 3. Install gutter hanger at a maximum of 24" on center.
 4. Use lap joint to connect gutter sections. Provide a minimum of a 2" lap joint. Cut top section of bead and back folded seam to allow one gutter to slip within the next one. Embed appropriate seam sealer in lap joint. Secure with three rivets. Cut gutter length so that the exposed edge of the lap joint seam is at an interval that it is concealed with a gutter hanger. This is intended to provide a seamless looking gutter system.
 5. Install hangers at top, middle, and lower section for each downspout.
 6. Slope gutters evenly at 1/2" for every 10 feet of run to downspouts.
 7. Apply joint sealant at all gutter joints per manufacturer's installation instructions and good gutter installation practices, use recommended seam sealer.

3.12 PAINTING

- A. Primer: Apply per manufacturer's instructions, noting the following:
1. Remove old paint by sanding, scraping or other means.
 2. Primer_{Rx} Peel Bonding Primer is not designed to penetrate through old paint and reattach loose or peeling paint. It will not repair any substrate. Any deteriorated or damaged wood must be repaired first.
 3. Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing loose, peeled or checked paint must be scraped and sanded to a sound surface. Feather rough edges from peeling paint to improve the final appearance.
 4. Apply at temperatures above 35°F.
 5. Clean spills, spatters immediately with soap and warm water.
 6. Gaps between areas can be filled with the appropriate caulk (refer to manufacturers recommendations) after priming the surface.
- B. Finish Coat: Apply per manufacturer's instructions, noting the following:
1. For exterior exposure, primer must be top coated within 14 days of application.
 2. When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 1-1½ hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

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3. Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.
4. Apply a minimum of two finish coats of Resilience®.
5. Clean spills, spatters immediately with soap and warm water.

3.13 FIELD QUALITY CONTROL

- A. Periodic Roof Inspection: Contact the City Project Manager at critical installations periods to inspect for proper installation of details. Such inspections shall be take place, but not limited to the following; completion of tear off, installation of underlayment, installation of ventilation products, installation of shingles, at each type of sheet metal detail, paint preparation and installation of gutters and downspouts. Each installation shall be approved by the City Project Manager before proceeding with the work.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. A final inspection shall take place when the contractor completes all work. The contractor shall notify the City Project Manager at such time and arrange for the final inspection. Substantial completing shall be determined once all deficiencies have been corrected from this inspection.

3.14 PROTECTING AND CLEANING

- A. Protect building, landscaping and roofing system from damage during construction period. Immediately report any damage to the City Project Manager.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Provide a through low pressure (125 psi maximum) wash/rinse of shingle installation areas. This is to minimize the effects of the initial runoff of the cedar oils and fire retardant treatment onto metal flashing. Collect and dispose of rinse water as necessary.
- D. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.15 ATTIC STOCK

- A. Provide a minimum of two bundles of shingles and place in the attic space.

3.16 MANUFACTURER'S WARRANTY

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- A. Provide/assist the City with obtaining the Shingle Manufacturer's 40 year warranty and Class "A" Fire Rating Warranty as stated above.
- B. Provide all standard manufactures warranties for individual components used in the installation of the above roofing system.

3.17 ROOFING INSTALLER'S WARRANTY

- A. Provide a Roofing Installer 5 year for leaks and workmanship as stated below.
- B. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: City of Madison
 - 2. Address: 210 Martin Luther King Jr. Blvd. Madison WI 53703
 - 3. Building Name/Type: Gates of Heaven Synagogue
 - 4. Address: 302 East Gorham Street, Madison WI 53703
 - 5. Area of Work: Western Red Cedar Roofing System, Approx. 1,850 sq. ft.
 - 6. Acceptance Date:
 - 7. Warranty Period 5 years.
 - 8. Expiration Date:
- C. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials (Note: shingles shall be warranted by the manufacturer under another warranty) and workmanship for designated Warranty Period, Defective shingles to be replaced by the manufacturer.
- D. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- E. This Warranty is made subject to the following terms and conditions:
 - a. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by: lightning; peak gust wind speed exceeding 55 mph; fire failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition; faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; vapor condensation on bottom of roofing; and activity on roofing

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by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

F. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of

_____.

1. Authorized Signature: _____.

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2. Name: _____
3. Title: _____

END OF SECTION 07 53 23

WEEKLY WEST (SHELTERS ONLY)

June 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	6	7	8 11:00am - 5:30pm LD - Brian & Jordan's weddin KATHY NELSON Headcount: 80 5:30pm - 9:00pm SPOERKE-BETTS WEDDIN JUSTIN SPOERKE Headcount: 30	9
10 10:00am - 12:30pm SUF SUF ORDER OF MADISON Headcount: 40	11	12 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	13	14	15	16
17	18	19 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	20	21 4:00pm - 10:30pm wedding KASTAN MOLSTAD Headcount: 5	22	23 3:30pm - 7:00pm KASTAN & LOGAN'S WEDD LOGAN STEELE Headcount: 15
24	25	26 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	27	28	29	30 12:00pm - 3:30pm LD - WEDDING ALEXANDRA LAKIND Headcount: 98



Wedding Day, Clean up and remove all equipment, materials from site



No Work Day- Clean up site only.

WEEKLY WEST (SHELTERS ONLY)

July 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	4	5	6	7 2:00pm - 6:30pm LD - SNYDER WEDDING JULIANNE WEAGLEY Headcount: 95
8	9	10 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	11	12	13	14
15	16	17 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	18	19	20	21
22	23	24 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	25	26	27	28
29	30	31 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40				

WEEKLY WEST (SHELTERS ONLY)

August 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 11:00am - 4:30pm LD - CONGRATULATIONS REBECCA PHILLIPS Headcount: 90
5	6	7 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	8	9	10 3:00pm - 6:30pm FITZGERALD WEDDING Kaitlyn Peot Headcount: 80	11 12:00pm - 3:30pm LD Fitzgerald/Peot Wedding Kaitlyn Peot Headcount: 75 3:30pm - 7:00pm JESSICA & MORTEN'S WE DEBBIE BORDSON-BLATT Headcount: 80
12	13 8:00am - 10:30pm Fall Primary Election CITY OF MADISON CLERK' Headcount: 1	14 8:00am - 10:30pm Fall Primary Election CITY OF MADISON CLERK' Headcount: 1	15 8:00am - 10:30pm Fall Primary Election CITY OF MADISON CLERK' Headcount: 1	16 10:00am - 3:30pm LD VANDERLIN WEDDING PAMELA NOYD Headcount: 40	17	18 2:00pm - 5:30pm LD WEDDING JOHN STAMM Headcount: 100
19 2:00pm - 5:30pm JAGALRSKI-WALKER WED LINDSAY JAGLARSKI Headcount: 70	20	21 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	22	23	24	25 10:00am - 2:30pm LD WATTRON WEDDING TRACY O'MARA Headcount: 50 2:30pm - 7:00pm STAATS WEDDING ALEXANDER STAATS Headcount: 70
26	27	28 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	29	30	31	

WEEKLY WEST (SHELTERS ONLY)

September 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	5	6	7 7:00pm - 9:30pm SUFU SUFU ORDER OF MADISON Headcount: 40	8 1:30pm - 6:00pm IAN AND CHARITY WEDDI IAN POZDOL Headcount: 100
9 10:00am - 12:30pm SUFU SUFU ORDER OF MADISON Headcount: 40 5:00pm - 9:30pm open to public 7:30pm-High JUDY SIDRAN Headcount: 40	10 10:00am - 3:30pm open to public-10am, High H JUDY SIDRAN Headcount: 40	11 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	12	13	14	15
16 10:00am - 1:30pm JOHN & KEN'S WEDDING JOHN HOLEVOET Headcount: 40	17	18 4:00pm - 10:30pm open to public-7:30pm, High JUDY SIDRAN Headcount: 40	19 10:00am - 3:30pm open to public-10am, High H JUDY SIDRAN Headcount: 40	20	21 6:00pm - 9:30pm LD -- AVERILL WEDDING OLIVIA EVANS Headcount: 90	22 10:00am - 12:00pm CAHILL JOHNSON WEDDI ELLEN CAHILL Headcount: 45 12:00pm - 4:30pm LD -- AVERILL WEDDING OLIVIA EVANS Headcount: 90
23	24	25 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	26	27	28 7:00pm - 10:30pm COSTELLO WEDDING REH WENDY METZ Headcount: 10	29 10:00am - 1:30pm COSTELLO WEDDING WENDY METZ Headcount: 60
30						

WEEKLY WEST (SHELTERS ONLY)

October 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	3	4	5 7:00pm - 9:30pm SUFU SUFU ORDER OF MADISON Headcount: 40	6 12:00pm - 5:30pm KLAERS/RASMUSSEN WE JESSICA KLAERS Headcount: 60
7	8	9 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	10	11	12	13
14 10:00am - 12:30pm SUFU SUFU ORDER OF MADISON Headcount: 40 1:00pm - 6:30pm HOLD FOR ERIC KNEPP CITY OF MADISON - ADMI Headcount: 1	15	16 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	17	18	19	20 3:00pm - 6:30pm ANDERSON/WALTON WED NANCY ANDERSON Headcount: 50
21	22	23 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	24	25 4:00pm - 10:30pm CONCERT GEOFFREY BRADY Headcount: 50	26	27
28	29	30 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	31			

WEEKLY WEST (SHELTERS ONLY)

November 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 7:00pm - 9:30pm SUFU SUFU ORDER OF MADISON Headcount: 40	3
4	5 8:00am - 10:30pm General Election CITY OF MADISON CLERK' Headcount: 1	6 8:00am - 10:30pm General Election CITY OF MADISON CLERK' Headcount: 1	7 8:00am - 10:30pm General Election CITY OF MADISON CLERK' Headcount: 1	8	9	10
11 10:00am - 12:30pm SUFU SUFU ORDER OF MADISON Headcount: 40	12	13 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	14	15	16	17
18	19	20 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	21	22	23	24
25	26	27 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	28	29	30	



CEI

February 20, 2018

A & A Environmental Services
PO Box 708
Poynette, WI 53955

CLIENT PROJECT: Gates of Heaven; 350
CEI LAB CODE: A18-2750

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on February 19, 2018. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0



CEI

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental Services

CLIENT PROJECT: Gates of Heaven; 350

LAB CODE: A18-2750

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/20/18

TOTAL SAMPLES ANALYZED: 2

SAMPLES >1% ASBESTOS:

TEL: 866-481-1412

www.ceilabs.com



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Gates of Heaven; 350

LAB CODE: A18-2750

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2630422	Beige	Caulking	None Detected
2		A2630423	Beige	Caulking	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
PO Box 708
Poynette, WI 53955

Lab Code: A18-2750
Date Received: 02-19-18
Date Analyzed: 02-20-18
Date Reported: 02-20-18

Project: Gates of Heaven; 350

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
1 A2630422	Caulking	Homogeneous Beige Non-fibrous Bound	100%	Caulk	None Detected
2 A2630423	Caulking	Homogeneous Beige Non-fibrous Bound	100%	Caulk	None Detected



CEI

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

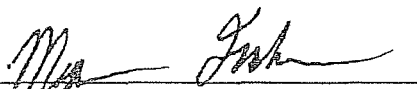
REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

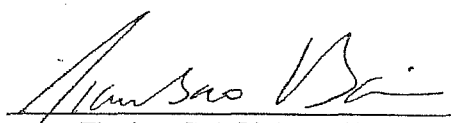
Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST:


 Megan Fisher

APPROVED BY:


 Tianbao Bai, Ph.D., CIH
 Laboratory Director

NVLAP[®]
 TESTING
 NVLAP LAB CODE 101768-0

Note:

Samples were take at the north end near the beginning of the stair case per Ryan Sopha.



Department of Planning & Community & Economic Development

Planning Division

Heather Stouder, Director

126 S Hamilton Street
P.O. Box 2985
Madison, Wisconsin 53701-2985
Phone: (608) 266-4635
Fax (608) 267-8739
www.cityofmadison.com

March 26, 2018

Paul Stauffer, City Engineering Division
c/o 300 E Gorham Street
Madison, WI 53703

Re: Certificate of Appropriateness for 300 E Gorham Street

In accordance with the provisions of the Historic Preservation Ordinance, I have reviewed your plans to alter the landmark structure located at 300 E Gorham Street in the Mansion Hill Historic District and am able to provide administrative approval to replace the roof. I understand the flashing material will be change to painted aluminum due to the corrosive nature of copper and that additional eave vents and ridge vents will be added.

This letter will serve as the "Certificate of Appropriateness" for the project. When you apply for a building permit, take this letter with you to the Building Inspection Counter, Department of Planning and Development, 126 S Hamilton Street.

Please note that any major design changes from the plans submitted to the Landmarks Commission must receive approval by the Landmarks Commission, or staff designee, prior to the issuance of the building permit. This Certificate is valid for 24 months from the date of issuance.

Please also note that failure to comply with the conditions of your approval is subject to a forfeiture of up to \$500 for each day during which a violation of the Landmarks Commission ordinance continues (see Madison General Ordinances Chapter 41, Historic Preservation Ordinance).

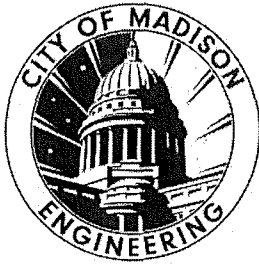
Please contact me (608-266-6552 or ascanlon@cityofmadison.com) with any questions.

Sincerely,

Amy Loewenstein Scanlon, Registered Architect
Preservation Planner
City of Madison Planning Division

cc: City preservation property file

END OF PROJECT MANUAL
GATES OF HEAVEN- ROOF REPLACEMENT
CONTRACT # 8160



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Gregory T. Fries, P.E.
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

April 4, 2018

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8160
GATES OF HEAVEN- 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.

Specifications:

A wedding event was added to the Gates of Heaven Synagogue Reservation Schedule for Thursday September 20th, 2018.

Remove Page 4 of 6 of Appendix 1 and replace with Page 4-R1 of 6, Revised 4/17/18 (attached).

Paint samples were taken from the west elevation soffit and fascia and were tested for lead. The laboratory report is attached.

Plans:

Clarification on splash blocks noted on elevations A200, 201 and 202; the splash blocks shall be a 12" x 30" concrete gutter type. The downspouts on the north and west elevations may both run to a single splash block.

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Greg Fries

WEEKLY WEST (SHELTERS ONLY)

Revised 4/17/18

September 2018 - GATES OF HEAVEN SYNAGOGUE at Gates of Heaven

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	5	6	7 7:00pm - 9:30pm SUFU SUFU ORDER OF MADISON Headcount: 40	8 1:30pm - 6:00pm IAN AND CHARITY WEDDI IAN POZDOL Headcount: 100
9 10:00am - 12:30pm SUFU SUFU ORDER OF MADISON Headcount: 40 5:00pm - 9:30pm open to public 7:30pm-High JUDY SIDRAN Headcount: 40	10 10:00am - 3:30pm open to public-10am, High H JUDY SIDRAN Headcount: 40	11 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	12	13	14	15
16 10:00am - 1:30pm JOHN & KEN'S WEDDING JOHN HOLEVOET Headcount: 40	17	18 4:00pm - 10:30pm open to public-7:30pm, High JUDY SIDRAN Headcount: 40	19 10:00am - 3:30pm open to public-10am, High H JUDY SIDRAN Headcount: 40	20 10:00am - 3:30pm Wedding	21 6:00pm - 9:30pm LD -- AVERILL WEDDING OLIVIA EVANS Headcount: 90	22 10:00am - 12:00pm CAHILL JOHNSON WEDDI ELLEN CAHILL Headcount: 45 12:00pm - 4:30pm LD -- AVERILL WEDDING OLIVIA EVANS Headcount: 90
23	24	25 4:00pm - 10:30pm Madison Contra Dance MADISON CONTRA DANCE Headcount: 40	26	27	28 7:00pm - 10:30pm COSTELLO WEDDING REH WENDY METZ Headcount: 10	29 10:00am - 1:30pm COSTELLO WEDDING WENDY METZ Headcount: 60
30						



CEI

Eurofins CEI
730 SE Maynard Road, Cary, NC 27511
Phone: (919) 481-1413 Fax: (919) 481-1442

LABORATORY REPORT LEAD IN PAINT

Client: **A & A Environmental**
N4381 US Highway 51
Poynette, WI 53955

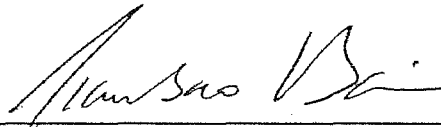
Lab Code: C18-0264
Received: 04-09-18
Analyzed: 04-11-18
Reported: 04-11-18

Project: gates of Heaven

ANALYSIS METHOD: EPA SW846 7000B

CLIENT ID	LAB ID	PPM (µg/g)	CONCENTRATION % BY WEIGHT
01	CA64298	2500	0.25
02	CA64299	2000	0.20

Reviewed By:



Tianbao Bai, Ph.D.
Laboratory Director

This method has been validated for sample weights of 0.020g or greater. When samples with a weight of less than that are analyzed those results fall outside of the scope of accreditations.

* The analysis of composite wipe samples as a single samples is not included under AIHA accreditation.

Minimum reporting limit is 10 µg total lead. Sample results denoted with a "less than" (<) sign contain less than 10.0 µg total lead, based on a 40ml sample volume.

Lead samples are not analyzed by Eurofins CEI Lead samples are submitted to an AIHA ELLAP accredited laboratory for lead analysis of soil, dust, paint, and TCLP samples.

Laboratory results represent the analysis of samples as submitted by the client. Information regarding sample location, description, area, volume, etc., was provided by the client. Unless notified in writing to return samples, Eurofins CEI discards client samples after 30 days. This report shall not be reproduced, except in full, without the written consent of Eurofins CEI.

REGULATORY LIMITS OSHA Standard: No safe limit.
 Consumer Products Safety Standard: Greater than 0.06% lead by weight.
 Federal Lead Standard / HUD: 0.5% lead by weight.

LEGEND µg = microgram ppm = parts per million g = grams
 ml = milliliter Pb = lead wt = weight

End of Report



CEI

CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:
CEI Lab Code: C18-0264(2)
CEI Lab I.D. Range: CA 04298-299

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Ryan Sopha
Company: AAA Environmental Services	Email / Tel:
Address: P.O. Box 705 Payneville, WI 53955	Project Name: gates of Heaven
Email: R.sopha@AAEnv.com	Project ID#
Tel: 608 576 6942 Fax:	PO #:
STATE SAMPLES COLLECTED IN:	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

Analyte	METHOD	TURN AROUND TIME					
		4 HR**	8 HR**	1 DAY**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000B				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD WIPE	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SOIL	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD AIR	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 METALS	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TAT IS NOT AVAILABLE. LEAD SAMPLES ARE SUBCONTRACTED FOR ANALYSIS TO AN ELLAP ACCREDITED LAB.

REMARKS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
Ryan Sopha	4/6/18	ABP	4/9 8:40

Samples will be disposed of 30 days after analysis

SECTION E: BIDDERS ACKNOWLEDGEMENT

GATES OF HEAVEN-ROOF REPLACEMENT

CONTRACT NO. 8160

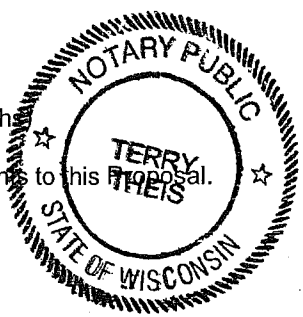
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools; and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Maly Roofing (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of ; an individual trading as ; of the City of MADISON State of WISCONSIN ; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Signature of James C. Kerner, President

Sworn and subscribed to before me this 3rd day of MAY, 2018

(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

**GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO. 8160**

Best Value Contracting

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

ROOFER

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

GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO. 8160

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

Address: 4202 ROBERTSON Rd.

Telephone Number: 608-249-7663 Fax Number: 608-249-7555

Contact Person/Title: LeRoy Keapohl - Shingle Division

Prime Bidder Certification

I, Pamela Keener, President of
Name Title

Maly Roofing Company, Inc. certify that the information
Company

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

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

5.3.2018
Date

SECTION B - PROPOSAL PAGE

Gates of Heaven-Roof Replacement

MUNIS NO. 17473 - CONTRACT NO. 8160

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
1	Lump Sum Bid	1.00	Lump Sum	\$104,860.00

Maly Roofing Inc.
FIRM NAME

LeRoy Keppohl
BIDDER'S PRINTED NAME

5.3.2018
DATE

LeRoy Keppohl
BIDDER'S SIGNATURE

SECTION G: BID BOND

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

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

GATES OF HEAVEN-ROOF REPLACEMENT CONTRACT NO. 8160

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.

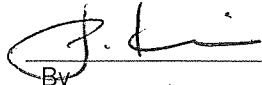
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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.

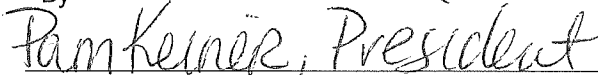
Seal PRINCIPAL

Maly Roofing Company, Inc.

Name of Principal



By


Name and Title

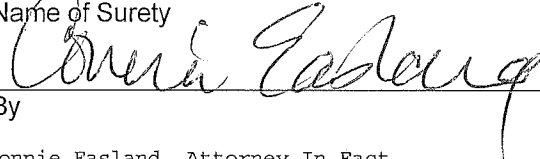
May 3, 2018

Date

Seal SURETY

United Fire & Casualty Company

Name of Surety



By

Connie Easland, Attorney In Fact

Name and Title

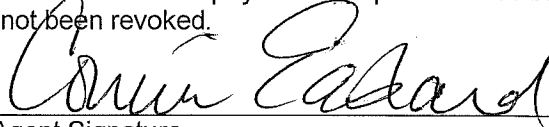
May 3, 2018

Date

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 2018, 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.

May 3, 2018

Date



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
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

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

(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

RICHARD A. HAGEN, SUSAN SIMONEAU, CONNIE EASLAND, TIMOTHY A. DRAXLER, DAN HANES, 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.

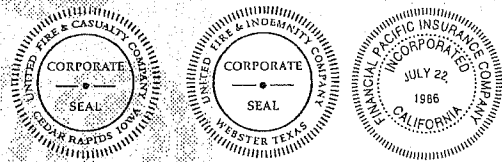
The Authority hereby granted shall expire the 21st day of November, 2019 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

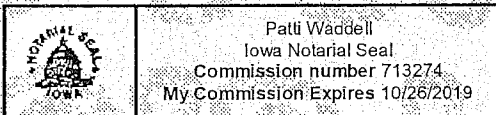


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

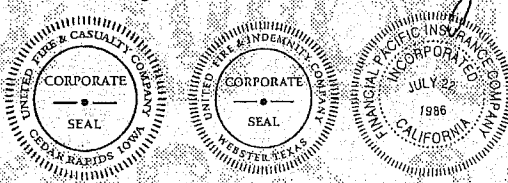
On 21st day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and 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 31st day of May, 2018



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of June in the year Two Thousand and Eighteen 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 JUNE 5, 2018, 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:

GATES OF HEAVEN-ROOF REPLACEMENT CONTRACT NO. 8160

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 ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$104,860.00) 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO. 8160

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

MALY ROOFING COMPANY, INC.

Company Name

[Signature] 5/22/18
Witness Date

Jamie C. Keenan 5/22/18
President Date

[Signature] 5-22-2018
Witness Date

Kiri J. Keines 5/22/18
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

Patricia Lauten
for City Attorney

Signed this 2nd day of July, 2018

[Signature]
Witness

Paul R. [Signature] 02 July 2018
Mayor Date

[Signature]
Witness

Margbeth Wozel-Behl 6-13-2018
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 ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$104,860.00) 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:

**GATES OF HEAVEN-ROOF REPLACEMENT
CONTRACT NO. 8160**

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 6th day of June, 2018

Countersigned:

MALY ROOFING COMPANY, INC.

Company Name (Principal)

Manda [Signature]
Witness

James C. Keener
President Seal

Kevin J. Keener
Secretary

Approved as to form:

United Fire & Casualty Company

Surety Seal

Salary Employee Commission

Patricia Futen
City Attorney

By Connie Eastland
Attorney-in-Fact Connie Eastland

for 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 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 6, 2018
Date

Connie Eastland
Agent Signature



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.: 54214651
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Oblige: CITY OF MADISON 1600 EMIL STREET MADISON, WI 53713
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
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

RICHARD A. HAGEN, SUSAN SIMONEAU, CONNIE EASLAND, TIMOTHY A. DRAXLER, DAN HANES, 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 September 15th, 2018 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 17th day of May, 2018

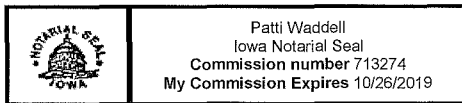


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On this 17th day of May, 2018 before me personally came Dennis J. Richman 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 17th day of May, 2018.



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