

Contract Routing Form

ROUTING: Routine

printed on: 10/07/2019

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

Project: MPD-Central Painting and Carpet Replacement

Contract No.: 8459
 Enactment No.: RES-19-00690
 Dollar Amount: 212,095.00

File No.: 57436
 Enactment Date: 10/04/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-7-19	10-7-19
Director of Civil Rights	10/7/19	10/10/19 MB
Risk Manager	10.11.19	10.11.19 mu
Finance Director	10.11.19	10-11-19 JAA
City Attorney	120/ 10.11.19	10-14-19
Mayor	10.14.19	10.14.19

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

Original + 2 Copies

10/07/2019 11:09:43 enjls - Laura Amundson 243-5892

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 57436

File ID: 57436	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 09/10/2019
File Name: Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement.		Final Action: 10/01/2019
Title: Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement. (4th AD)		

Notes: Laura A.

Code Sections:

CC Agenda Date: 10/01/2019

Indexes:

Agenda Number: 40.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 10/04/2019

Attachments: Contract 8459.pdf

Enactment Number: RES-19-00690

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: hfleegel@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/10/2019	Refer	BOARD OF PUBLIC WORKS	09/18/2019	09/18/2019	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/18/2019						
	Notes:						
1	BOARD OF PUBLIC WORKS	09/18/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Clausius, seconded by Ald. Evers, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
	Notes:						
1	COMMON COUNCIL	10/01/2019	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass

Action Text: A motion was made by Bidar, seconded by Harrington-McKinney, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 57436

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement. (4th 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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8459) for itemization of bids.



Legislation Details (With Text)

File #: 57436 **Version:** 1 **Name:** Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement.

Type: Resolution **Status:** Passed

File created: 9/10/2019 **In control:** Engineering Division

On agenda: 10/1/2019 **Final action:** 10/1/2019

Enactment date: 10/4/19 **Enactment #:** RES-19-00690

Title: Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement. (4th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8459.pdf

Date	Ver.	Action By	Action	Result
10/1/2019	1	COMMON COUNCIL		
9/18/2019	1	BOARD OF PUBLIC WORKS		
9/10/2019	1	Engineering Division	Refer	

Budget authority is available in the Acct. Nos. listed on the attached.
Awarding Public Works Contract No. 8459, MPD-Central Painting and Carpet Replacement. (4th AD)
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See attached document (Contract No. 8459) for itemization of bids.

SAR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8459
MPD-CENTRAL PAINTING AND CARPET REPLACEMENT

JOE DANIELS CONSTRUCTION CO., INC.

\$212,095.00

Acct. No. 10955-31-200:54210 (91065)
Contingency 8± %

\$212,095.00
16,965.00

GRAND TOTAL

\$229,060.00

Jurisdiction: Wisconsin

Demographics

Company Name: Cincinnati Insurance Company, The
SBS Company Number: 54220104
Domicile Type: Foreign
NAIC Group Number: 244 - CINCINNATI FIN GRP
Merger Flag: No

NAIC CoCode: 10677
State of Domicile: Ohio
Organization Type: Stock

Short Name:
FEIN: 31-0542366
Country of Domicile: United States
Date of Incorporation: 08/02/1950

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	PO BOX 145496 CINCINNATI, OH 45250-5496 United States	6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States

Phone, Email, Website

Phone	Email	Website						
<table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Fax Phone</td> <td>(513) 603-5500</td> </tr> <tr> <td>Business Primary Phone</td> <td>(513) 870-2000</td> </tr> </table>	Type	Number	Fax Phone	(513) 603-5500	Business Primary Phone	(513) 870-2000	No results found.	No results found.
Type	Number							
Fax Phone	(513) 603-5500							
Business Primary Phone	(513) 870-2000							

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 10/01/1974
Issue Date: 10/01/1974
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 112170
Approval Date:
Article No:

Status Date: 10/01/1974
Expiration Date:
File Date:
COA Number:

Appointments

Show 10 entries Showing 1 to 4 of 3120 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	01/11/2019	03/15/2020
MCKENZIE OLSON	18934200	18934200	Intermediary (Agent) Individual	Property	10/17/2018	01/11/2019	03/15/2020
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	01/11/2019	03/15/2020
MCKENZIE OLSON	18934200	18934200	Intermediary (Agent) Individual	Casualty	10/17/2018	01/11/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/01/1974
Automobile	Automobile	10/01/1974
Disability Insurance	Disability Insurance	10/01/1974
Fidelity Insurance	Fidelity Insurance	10/01/1974
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/01/1974
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/01/1974
Miscellaneous	Miscellaneous	10/01/1974
Ocean Marine Insurance	Ocean Marine Insurance	10/01/1974
Surety Insurance	Surety Insurance	10/01/1974
Workers Compensation Insurance	Workers Compensation Insurance	10/01/1974

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		MICHAEL MURRAY			Other KASDORF LEWIS & SWIETLIK SC 1 PARK PLZ 11270 W PARK PL 5TH FL MILWAUKEE, WI United States County 53224

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

\$212,095.00
CONTRACTOR'S OFFICE COPY

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT

CONTRACT NO. 8459

PROJECT NO. 10955

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 1, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459**

INDEX

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

Exhibits in Bid Express:

- Exhibit A: Plan Set
- Exhibit B: Project Manual

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: la

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:	MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO.:	8459
SBE GOAL	4%
BID BOND	5%
PRE BID WALKTHROUGH (1:00 P.M.)	AUGUST 15 & 20, 2019
SBE PRE BID MEETING (1:00 P.M.)	AUGUST 30, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 29, 2019
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 5, 2019
BID OPEN (2:30 P.M.)	SEPTEMBER 5, 2019
PUBLISHED IN WSJ	AUGUST 8, 15, 22 & 29, 2019

PRE-BID WALKTHROUGH: Two pre-bid walkthroughs will be conducted and all bidding contractors are encouraged to attend. The first walk-thru will be held at 1:00 p.m. Thursday, August 15, 2019, and the second will be held at 1:00 p.m. on Tuesday, August 20, 2019, at the project site, Madison Police Central district at 211 South Carroll Street, Madison, WI. Parking is available in nearby public parking garages or street parking. Please meet in the Carroll St. lobby outside of GR22. Questions will be answered in written format via addendum to the contract.

PRE BID (SBE) MEETING: General Contractors submitting bids for this contract are strongly urged to attend the SBE Meeting noted above. A Representative of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, City Staff shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. See the contract contact information at the end of Section D-Special Provisions. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference MPD-Central Painting & Carpet Replacement, Contract 8459.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be Friday, August 23, 2019 at 4:00 p.m.** No additional questions, clarifications, or requests for substitutions will be received after this deadline. All responses shall be published in the form of an addendum. The last addenda (if needed) will be published on or about 4:00 p.m. Wednesday, August 28, 2019. The City of Madison reminds all General Contractors that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDir.cfm. 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

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT CONTRACT NO. 8459

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

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

SECTION 102.4 **PROPOSALS**

The bid consists of only a BASE BID (BID Item 90001). The Contractor must completely fill in the LUMP SUM value for this bid item and this will be the GRAND TOTAL of the bid.

The contract shall be awarded to the lowest bidding contractor based on the grand total.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 102.9 **BIDDER'S UNDERSTANDING**

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

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

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

Contractors wishing to sub contract with a non-union Small Business Enterprise (SBE) may encourage the non-union SBE subcontractor to consider entering into a Project Labor Agreement with the subject union specific to the MPD-Central Painting and Carpet Replacement project, to enable the General Contractor to count the participation of the non-union SBE for SBE Goal achievement. Interested SBE Subcontractors may contact the Executive Director, Building and Construction Trades Council of South Central Wisconsin at btrades@sbcglobal.net or at (608) 256-3161 to discuss entering into such an agreement.

SECTION 102.11 **BEST VALUE CONTRACTING**

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

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, Oct. 03, 2019**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, October 02, 2019.

ARTICLE 104 **SCOPE OF WORK**

This contract is for the repainting and carpet replacement for the Madison Police Department – Central District, located at 211 S. Carroll Street, Madison, WI.

This contract shall be for all of the work described in these documents including but not limited to the removal of existing carpet and vinyl base and the installation of new carpet tiles, new walk-off tiles, and vinyl base. Existing carpet shall be recycled. The existing vinyl base shall be removed by the painting contractor and recycled. Work shall include the removal of materials specified, preparation of concrete floor as needed and the installation of new carpet, walk-off tiles and vinyl base as indicated by the plans and specifications.

This contract shall also include but not limited to the interior painting of existing painted walls and HM Doors and door frames as indicated by the plans and specifications and the patching of holes, drywall cracks, nail pops and re-taping gypsum board seams as necessary. Preparation of surfaces to be painted to include cleaning as needed. Spot prime and texture all repairs to match existing. Remove and clean wall plates and surface mounted fixtures. Remove, clean and protect device plates, fixtures, factory finished hardware and accessories and provide ample protection to stationary items such as, but not limited to: monitors, speakers, lockers, pamphlet racks and large white/bulletin boards. Upon completion of each area, replace all removed items.

Unless specifically noted in the plans and specifications as work or materials by others, the contractor shall assume the responsibilities of work and materials for this contract. The Contractor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed. The Contractor shall also coordinate work being done by others into the contract schedule. This includes but is not limited to work being done by other City agencies or other contractors.

SECTION 104.1 **LANDS FOR WORK**

This project is an interior office repainting and carpet replacement of an existing occupied office suite on the ground floor (GR22) of the City-County Building for the City of Madison, located at 211 S. Carroll Street. The ground floor is located over the underground parking garage.

1. No on-site vehicle parking is available for Contractor use.
2. The Contractor shall coordinate building access, elevator access, and dumpster locations with the City Project Manager. Only temporary street offloading will be acceptable. The freight elevator will be available for contractor use on a non-exclusive basis. Public elevators are not available for contractor use.
3. Access to the MPD-Central suite shall be through designated construction paths. No material transport shall occur in the public and/or occupied areas without coordination with the City Project Manager.
4. No tobacco product use is allowed on the Lands for Work.

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

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

1. The City Standard Specifications for Public Works Construction, 2019 Edition
2. These Special Provisions including all plans and specifications as noted by the exhibits listed below.
3. All Addenda to the bidding documents.
4. Any supplemental instructions, details, or specifications issued during the course of the contract.

The following exhibits are for bidding purposes. All exhibits are PDF readable files:

1. Exhibit A: Bid Document Drawing Set dated August 08, 2019
2. Exhibit B: Bid Document Project Manual dated August 08, 2019

SECTION 104.10 CLEANING UP

The Contractor shall be responsible for keeping the immediate area around the project limits and entry doors clean and free of construction materials and debris. The Contractor shall install temporary tarping as needed to keep all construction debris confined to the immediate project area.

SECTION 104.11 FINAL CLEANUP

The Contractor shall be responsible for final clean up of all areas affected by this contract before final contract closeout. Final clean up shall include but not be limited to the following:

1. All taping and tarps have been removed from the project site.
2. Remove all misplaced paint from floors, glass and all other surfaces not scheduled to be finished.
3. All existing carpet and vinyl trim has been removed from the project site and properly recycled. The contractor has given affidavits to the project manager as to how items were disposed of.
4. All scraps, containers, and un-useable remnants have been properly recycled/disposed of.
5. All attic stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection of work as described in the construction documents.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

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

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

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the City Project Manager in writing and request clarification on how to proceed. See Specification 01 26 13 – Request for Information (RFI).

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

SECTION 105.7 CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

1. The Central District Police Station must remain operational at all times during the execution of this contract. Repainting and carpet replacement shall be phased together as to provide the least amount of time the owner is displaced in each area.
 - a) MPD Staff shall be responsible for removing, boxing and transporting all personal and duty related materials to their assigned alternate workspace no later than 24 hours prior to their space being worked on. This shall include personal items; books, binders, and files located in desks and file storage furniture and other loose, small furnishings. All furniture shall be as light as possible prior to contractor starting the room/space. Staff shall not return to their assigned space until all contracted work has been completed, inspected, and approved.
 - b) The MPD Central District Police Captain or other designated staff officer and City Project Manager shall inspect each space upon completion and provide punch list items as needed.

The Contractor will clear all punch listed items prior to moving on to the next scheduled room/area. Once the room/area has been accepted staff may move back into their assigned spaces.

2. The final project scheduling shall be determined during the Joint Pre-Construction Meeting. Scheduling shall coordinate all MPD staff movement to/from spaces, carpet removal, painting, carpet replacement, and area/room inspections. Designated areas shall be completed before contractors can move on to the next area. MPD staff shall relocate to other available spaces on or off site during these contracts.
3. SPECIAL PROJECT REQUIREMENTS
 - a) All work must be performed during the hours of 7:00am and 5:00pm, Monday through Friday.
 - b) On-site workers will be required to pass criminal background checks. Contractors shall provide the following information for all workers and staff having access to the contract area during the duration of this contract; full name, date of birth, current address, current driver's license number (if any). This information shall be submitted to MPD on company letterhead at the pre-construction meeting. MPD shall be notified of additions to the original list at least 72 hours, excluding weekends and holidays, prior to personnel entering the contract area. Additional time may be required if problems are encountered.
 - c) All work must be performed under the full supervision of the Madison Police Department.

SECTION 105.13 **ORDER OF COMPLETION**

1. Painting shall be first through spaces designated for painting and shall do the following:
 - a) Move all furniture away from walls being painted and remove any existing vinyl base.
 - b) Painting shall then proceed with wall repairs, preparation, and painting.
2. Carpet replacement shall follow through spaces after the painting and do the following:
 - a) Remove all existing carpet, dispose/recycle of existing carpet and vinyl base
 - b) Patch sub flooring as necessary
 - c) Install new carpet and vinyl base
 - d) Relocate furniture back on walls after spaces have been inspected
3. In areas receiving carpet replacement but not being painted:
 - a) Move any furniture if applicable
 - b) Removing vinyl trim if applicable
 - c) All work described in Item 2 above
4. In areas that are repainted but flooring is not replaced:
 - a) Move any furniture if applicable
 - b) Masking floor trim, tile, etc. and protect floor prior to painting

SECTION 105.16 **GUARANTEE**

The contractor shall guarantee the workmanship of installation of materials, repairs and painting for a period of one (1) year after completion of this contract.

SECTION 106.1 **SOURCE OF SUPPLY AND QUALITY**

The Contractor shall be responsible for all supplies and the materials required for an industry standard installation of these products. All required adhesives, paints and cleaners shall be low VOC type.

SECTION 107.2 **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work.

1. All damage not consistent with requirements of the contract documents shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 108.2 **PERMITS AND LICENSING**

The Contractor shall be required to apply for and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement.

Contractor is responsible for coordinating all inspections related to all permits and licenses. Re-inspection fees associated with non-complaint or incomplete work shall be the responsibility of the Contractor.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about **October 29, 2019**. The City Project Manager shall schedule a Pre-Construction Meeting at the site prior to mobilization. Attendees shall include MPD Staff, the General Contractor, any related sub-contractors, and City Facility Management Staff.

The contract, including punch list completion shall be **COMPLETED NO LATER THAN March 31, 2020**.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages for failure to complete Construction Closeout by the above specified date shall be **\$375.00** per calendar day for each calendar day in which the work remains incomplete.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building components; and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations as described in the plans and specifications.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the City Project Manager by e-mail so we may properly log, track, and respond to all issues.

Reference MPD-Central Painting & Carpet Replacement, Contract 8459 in the subject line of all emails.

The City Project Manager for City Engineering, Facilities Management for this contract is:

Laura Amundson
City of Madison
Email: LAmundson@cityofmadison.com
PH: (608) 243-5892



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

August 29, 2019

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

NOTICE OF ADDENDUM
ADDENDUM NO. 1

CONTRACT NO. 8459, PROJECT NO. 10955
MPD-Central District Paint & Flooring Replacement

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *MPD-Central District Paint & Flooring Replacement, City of Madison, Contract #8459, as issued on August 08, 2019* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- Drawings A1; A2; A3; A4;
- Specification Pages (09 68 13-1) thru (09 91 23-3)
- Pre-Bid Walkthrough (08-15-2019) and (08-20-2019) Sign-in Sheets
- Exhibit C: 8459 Test Report CCB Police Remodel Abatement

Please attach these Addendum documents to the Drawings and Project manual in your possession.

GENERAL CONTRACT CONDITIONS:

This section is not used.

GENERAL QUESTIONS AND ANSWERS:

- A. Q: Borrowed lights and frames not indicated on plans.
A: Please see revised sheet A1 for clearstory windows at the northwest corner of the project.
- B. Q: Removal of the Vinyl Base - where should it go as it is removed?
A: An area will be designated as each area is phased. Vinyl base should be removed from the site and recycled by the Flooring contractor.
- C. Q: Should the vinyl base be removed and replaced in the rooms that are being painted, but not having carpet installed?
A: Yes.
- D. Q: Should cable trays and electrical conduit be painted to match the wall color?
A: Cable trays and conduit that are currently painted to match existing walls shall be repainted.

- E. Q: Are there any areas that require epoxy type paint?
A: No epoxy paint is required on this project.
- F. Q: Corridor Ceiling height vs Office/Work area ceiling height
A: See Sheet A1 and A2 for clarifications.
- G. Q: Is there an area we can stage needed equipment?
A: Staging will be allowed in the old lineup and fingerprint rooms #1104 & 1105
- H. Q: Wall corners have a lot of damage. Is there an allowance for patching?
A: Patching at wall corners to approximately 52" above finished floor will not be required. This is a lump sum total bid project with no allowances. Forty-Seven (47) "BluNose High Impact Corner Guards" x 48"lg. (color to be verified) to be furnished and installed by the general contractor after painting is completed. See Sheet A1 & A2 for locations.
- I. Q: Should we float the floor to transition between the walk-off tile that is placed over the existing terrazzo floor and the new carpet?
A: Yes, please float the floor so that a transition strip is not required between the carpet tile and the walk-off tile.
- J. Q: What type of base is required at the carpet and rubber floors?
A: Please provide straight base at carpet and coved base at the hard surface floors.
- K. Q: At locations where carpet is to be placed over rubber flooring, what installation method do you prefer?
A: Please use the Mohawk tab system to preserve the integrity of the rubber floor for future.
- L. Q: There appear to be 9x9 tiles under the existing carpet? Are there asbestos concerns?
A: Please see the attached Exhibit C "8459 Test Report CCB Police Remodel Abatement" that indicates 9"x9" Gray tiles tested negative in the 2008 remodeling project.
- M. Q: Are the pipes and HVAC in the training room painted?
A: Only the wall surfaces shall be painted.

ACCEPTABLE EQUIVALENTS

This section is not used.

SPECIFICATIONS

- A. **Updates** to Specification 09 68 13 Carpet Tile: Section 2.1A Carpet Tiles
- B. **Updates** to Specification 09 91 23 Interior Painting Section 2.3 Colors

DRAWINGS

- A. Drawing A1 (remove and replace). Drawing revised to indicate clearstory windows, corner guard locations, add one accent wall and clarify ceiling heights.
- B. Drawing A2 (remove and replace). Drawing revised to add corner guard locations and clarify ceiling heights.
- C. Drawing A3 (remove and replace). Drawing revised to show location of existing terrazzo floor to receive walk-off tile. And existing room with rubber flooring to receive carpet tiles.
- D. Drawing A4 (remove and replace). Drawing revised to show room with existing rubber flooring to receive carpet tiles.

PROPOSAL

No Change

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.

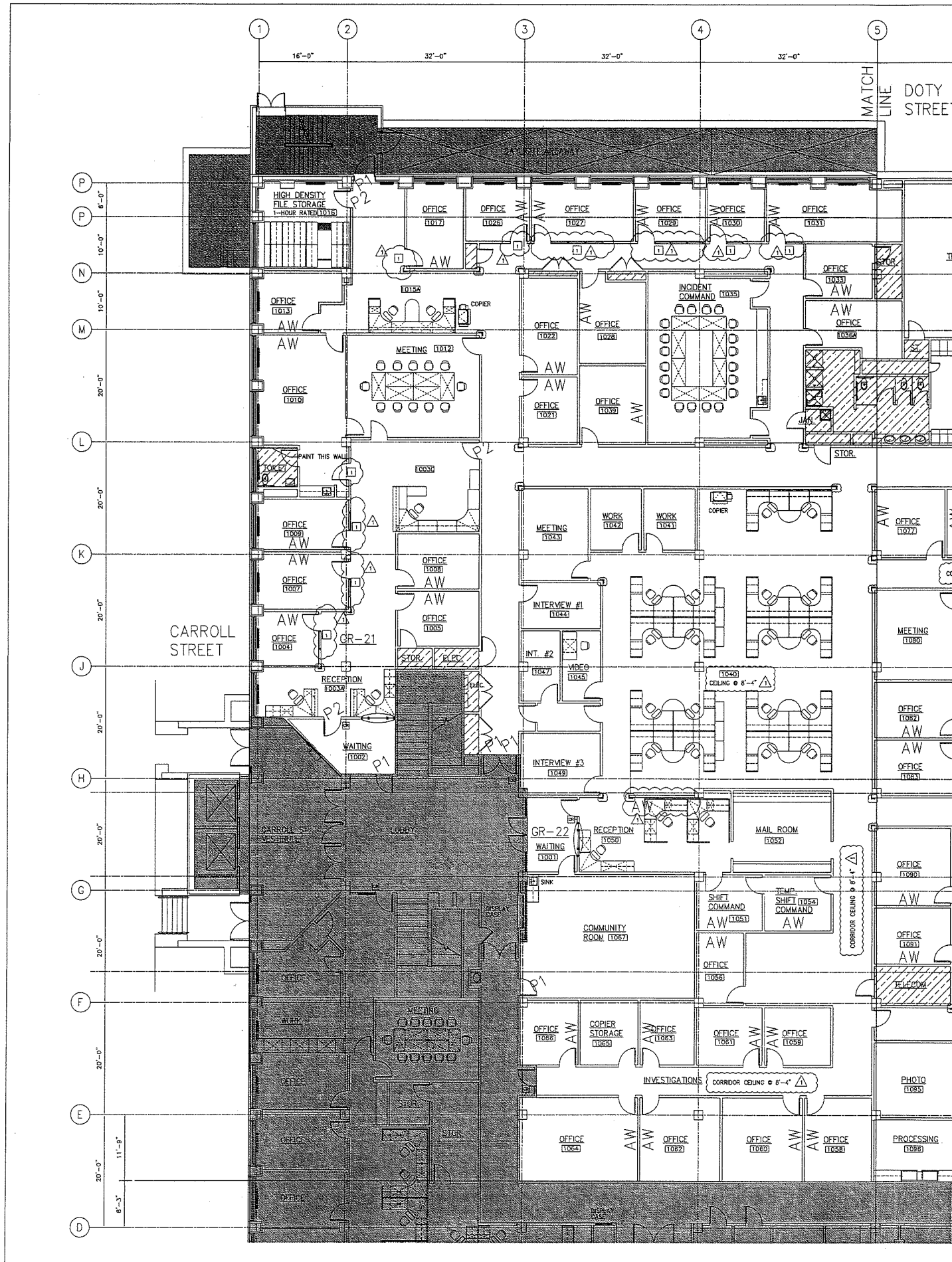
Sincerely,



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



Cc: Greg Fries, Kathy Cryan



GENERAL NOTES

- 1. CEILING HEIGHT IN ROOMS 9'-4" U.N.O.
CEILING HEIGHT IN CORRIDORS 7'-4" U.N.O.
- 2. CEILINGS ARE NOT PAINTED
- 3. SEE SPEC 099123-INTERIOR PAINT FOR PAINT COLORS AND TYPES.
- 4. WOOD DOORS ARE NOT PAINTED - SEE P1 AND P2 FOR METAL DOORS TO BE PAINTED

PLAN NORTH

PAINTING FLOOR PLAN - WEST

SCALE: 1/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT

▨ DENOTES: PAINTING NOT REQ'D UNLESS NOTED

AW: ACCENT WALL COLOR - VERIFY WALL W/OWNER

P1: METAL DOOR - PAINT ONE SIDE (PROJECT SIDE)

P2: METAL DOOR - PAINT BOTH SIDES

1 DENOTES: CLEARSTORY WINDOWS @ 6'-8" A.F.F. (INCLUDES TRANSOM WINDOW ABOVE DOOR)

L DENOTES: BLUNOSE HIGH IMPACT CORNER GUARDS X 48" LG U.N.O.; COLOR: TBD



CITY OF MADISON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
311 SOUTH CARROLL STREET, 5TH FL.
MADISON, WI 53703
PHONE: 800-288-1751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
211 SOUTH CARROLL STREET
MADISON, WI

CONTRACT #8459
MUNIS #10955
DRWN BY: LKA
DATE 08/08/19
REV: 08/28/19

SHT

A1

REVISION

REVISED

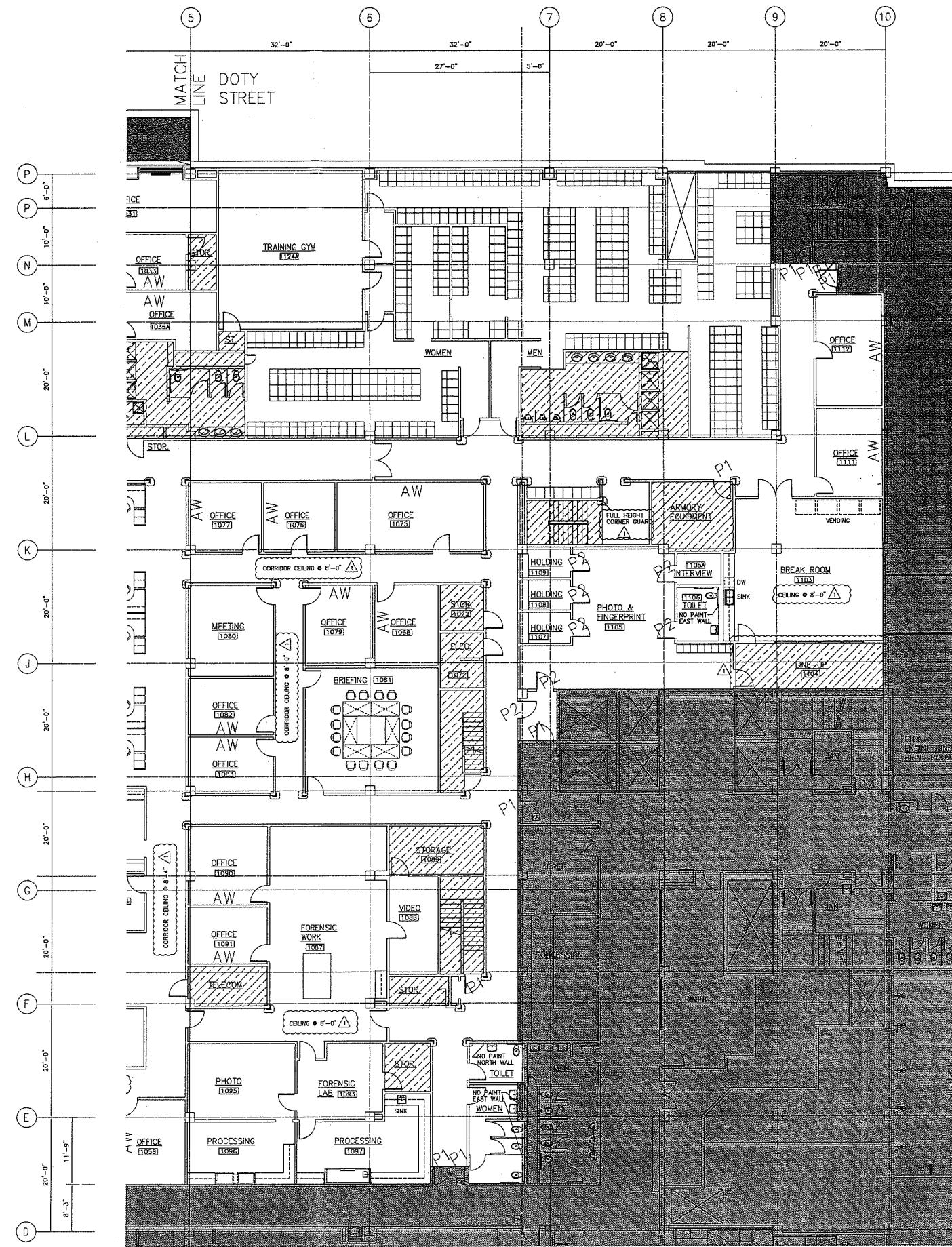
GENERAL NOTES

- 1. CEILING HEIGHT IN ROOMS 9'-4" U.N.O.
CEILING HEIGHT IN CORRIDORS 7'-4" U.N.O.
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CITY OF MADISON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
210 MARTIN LUTHER KING, JR. BLVD.
MADISON, WISCONSIN 53703
PHONE: 608-264-7971

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
211 SOUTH CARROLL STREET
MADISON, WI



PLAN NORTH
PAINTING FLOOR PLAN - EAST
SCALE: 1/8" = 1'-0"

- DENOTES: AREA NOT IN CONTRACT
- ▨ DENOTES: PAINTING NOT REQ'D UNLESS NOTED
- AW: ACCENT WALL COLOR VERIFY WALL W/OWNER
- P1: METAL DOOR - PAINT ONE SIDE (PROJECT SIDE)
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- 1 DENOTES: CLEARSTORY WINDOWS @ 6'-8" A.F.F. (INCLUDES TRANSOM WINDOW ABOVE DOOR)
- 1 DENOTES: BLUNOSE HIGH IMPACT CORNER GUARDS X 48" LG U.N.O.; COLOR: TBD

CONTRACT	#8459
MUNIS	#10955
DRWN BY:	LKA
DATE	05/08/19
REV:	08/28/19

SHT
A2



CITY OF MADISON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
CITY COUNTY BLDG. #M. 115
N. MOUNTAIN VIEW DR. 53703
MADISON, WI
PHONE: 808-262-1751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
211 SOUTH CARROLL STREET
MADISON, WI

CONTRACT #8459
MUNIS #10955
DRWN BY: LKA
DATE 08/08/19
REV: 08/28/19

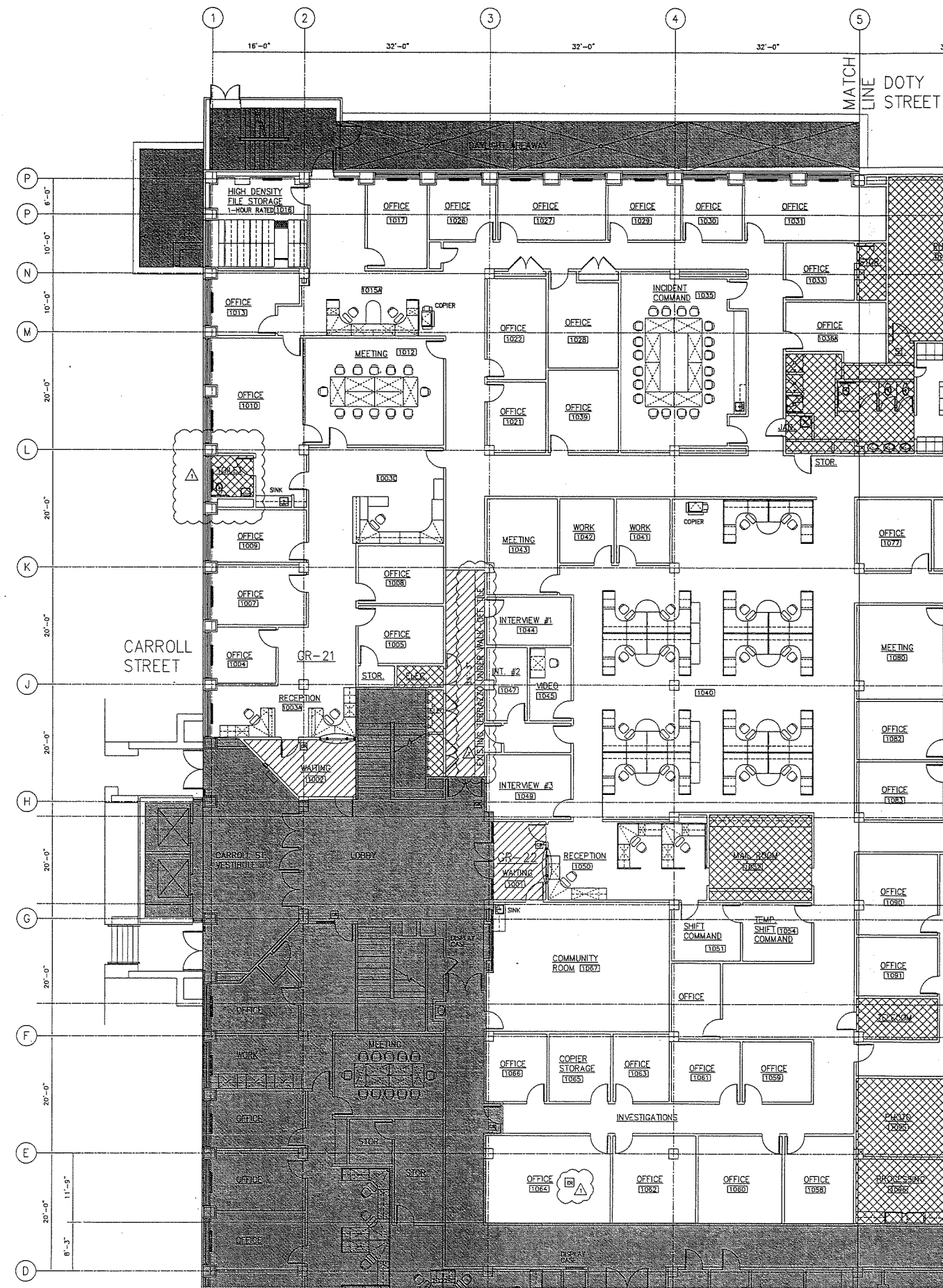
SHT
A3

GENERAL NOTES

1. SEE SPEC 096813-CARPET TILE FOR CARPET AND WALK-OFF TILE TYPE AND COLOR
2. VINYL COVE BASE TO BE JOHNSONITE, TRADITIONAL; 6" HIGH X 1/8" THICK; COLOR: Black (40)



STRAIGHT BASE @ CARPET AND WALK-OFF TILES
COVED BASE @ HARD SURFACE FLOORS



PLAN NORTH

FLOORING REPLACEMENT - WEST

SCALE: 1/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT

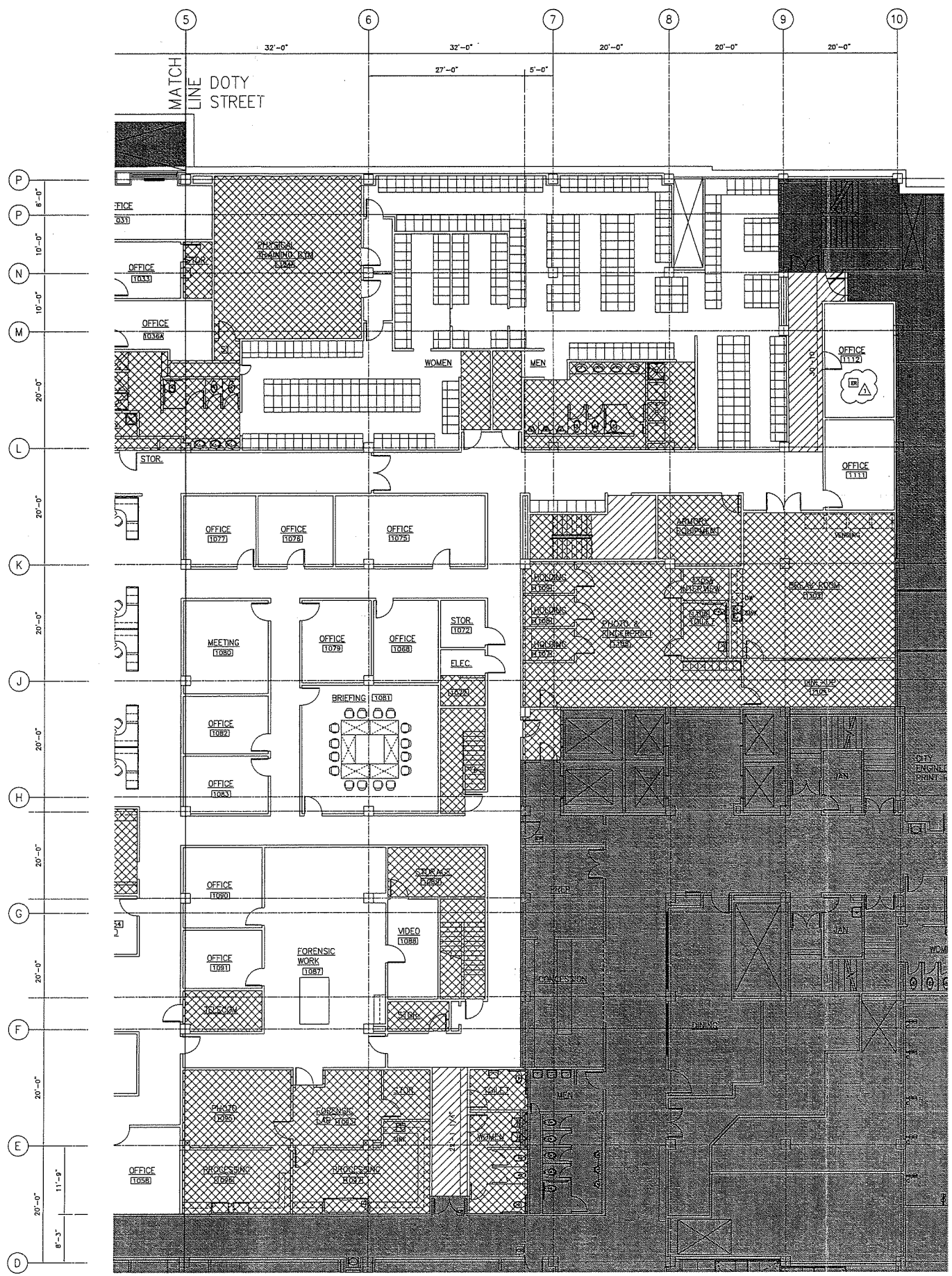
▨ DENOTES: WALK-OFF TILE

▩ DENOTES: EXISTING TILE/RUBBER FLOORING TO REMAIN

ER EXISTING RUBBER FLOORING TO REMAIN UNDER NEW CARPET TILE. INSTALL USING TAB SYSTEM TO RETAIN RUBBER FLOOR INTEGRITY FOR FUTURE USE



REVISED



GENERAL NOTES

- SEE SPEC 096813--CARPET TILE FOR CARPET AND WALK-OFF TILE TYPE AND COLOR
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1 STRAIGHT BASE @ CARPET AND WALK-OFF TILES
 COVED BASE @ HARD SURFACE FLOORS

PLAN NORTH

FLOORING REPLACEMENT - EAST
 SCALE: 1/8" = 1'-0"

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ER EXISTING RUBBER FLOORING TO REMAIN UNDER NEW CARPET TILE. INSTALL USING TAB SYSTEM TO RETAIN RUBBER FLOOR INTEGRITY FOR FUTURE USE



CITY OF MADISON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY COUNTY BLDG. RM. 115
 210 MARTIN LUTHER KING JR. BLVD.
 MADISON, WI 53703
 PHONE: 608-266-4751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
 211 SOUTH CARROLL STREET
 MADISON, WI

CONTRACT #8459
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 DRWN BY: LKA
 DATE: 08/08/19
 REV: 08/28/19

SHT A4

REVISED



CITY OF MADISON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 510 SOUTH ALBANY STREET, 5TH FL.
 MADISON, WI 53703
 PHONE: 608-266-4751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
 211 SOUTH CARROLL STREET
 MADISON, WI

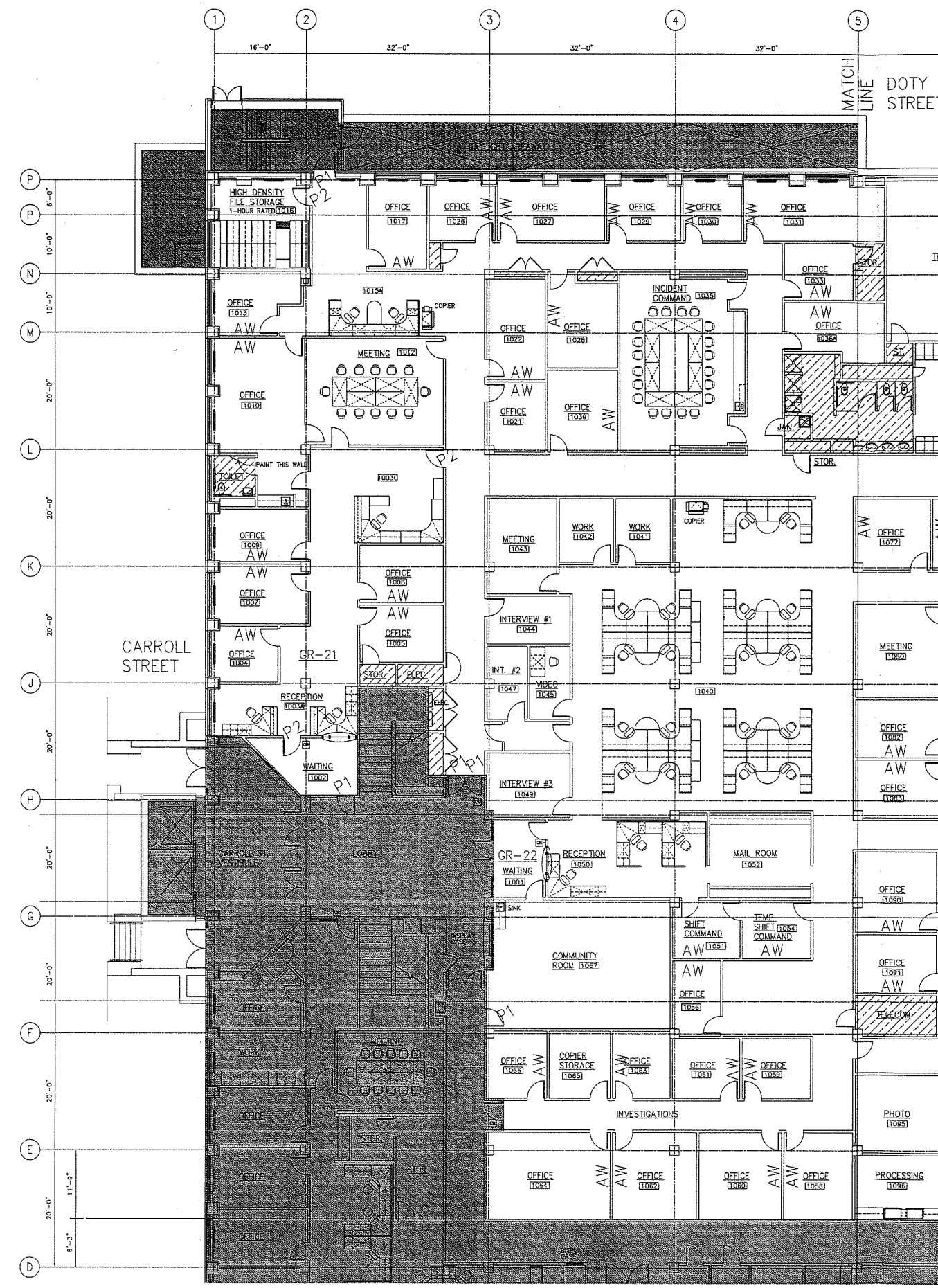
CONTRACT #8459
 MUNIS #10955
 DRWN BY: LKA
 DATE 08/08/19
 REV: XX/XX/XX

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ORIGINAL

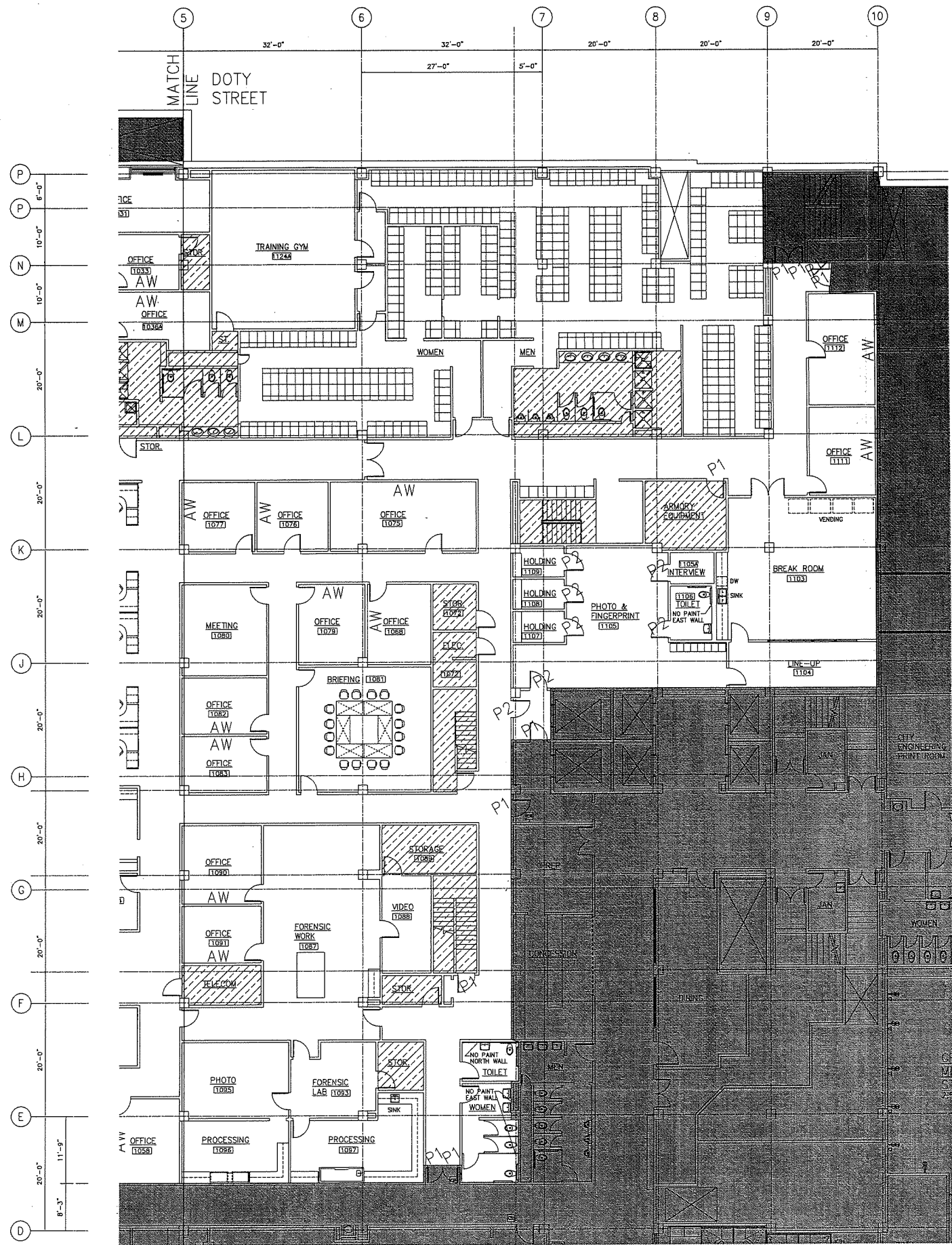
GENERAL NOTES

1. CEILING HEIGHT IS 9'-4"
2. CEILINGS ARE NOT PAINTED
3. SEE SPEC 099123-INTERIOR PAINT FOR PAINT COLORS AND TYPES.
4. WOOD DOORS ARE NOT PAINTED - SEE P1 AND P2 FOR METAL DOORS TO BE PAINTED



PLAN NORTH
 PAINTING FLOOR PLAN - WEST
 SCALE: 1/8" = 1'-0"

- DENOTES: AREA NOT IN CONTRACT
- ▨ DENOTES: PAINTING NOT REQ'D UNLESS NOTED
- AW: ACCENT WALL COLOR - VERIFY WALL W/OWNER
- P1: METAL DOOR - PAINT ONE SIDE (PROJECT SIDE)
- P2: METAL DOOR - PAINT BOTH SIDES



GENERAL NOTES

1. CEILING HEIGHT IS 9'-4"
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CITY OF MADISON
 DEPT OF PUBLIC WORKS
 ENGINEERING DIVISION
 210 MARVIN LUTHER KING, JR. BLVD
 MADISON, WI 53704
 PHONE: 608-261-4751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
 211 SOUTH CARROLL STREET
 MADISON, WI

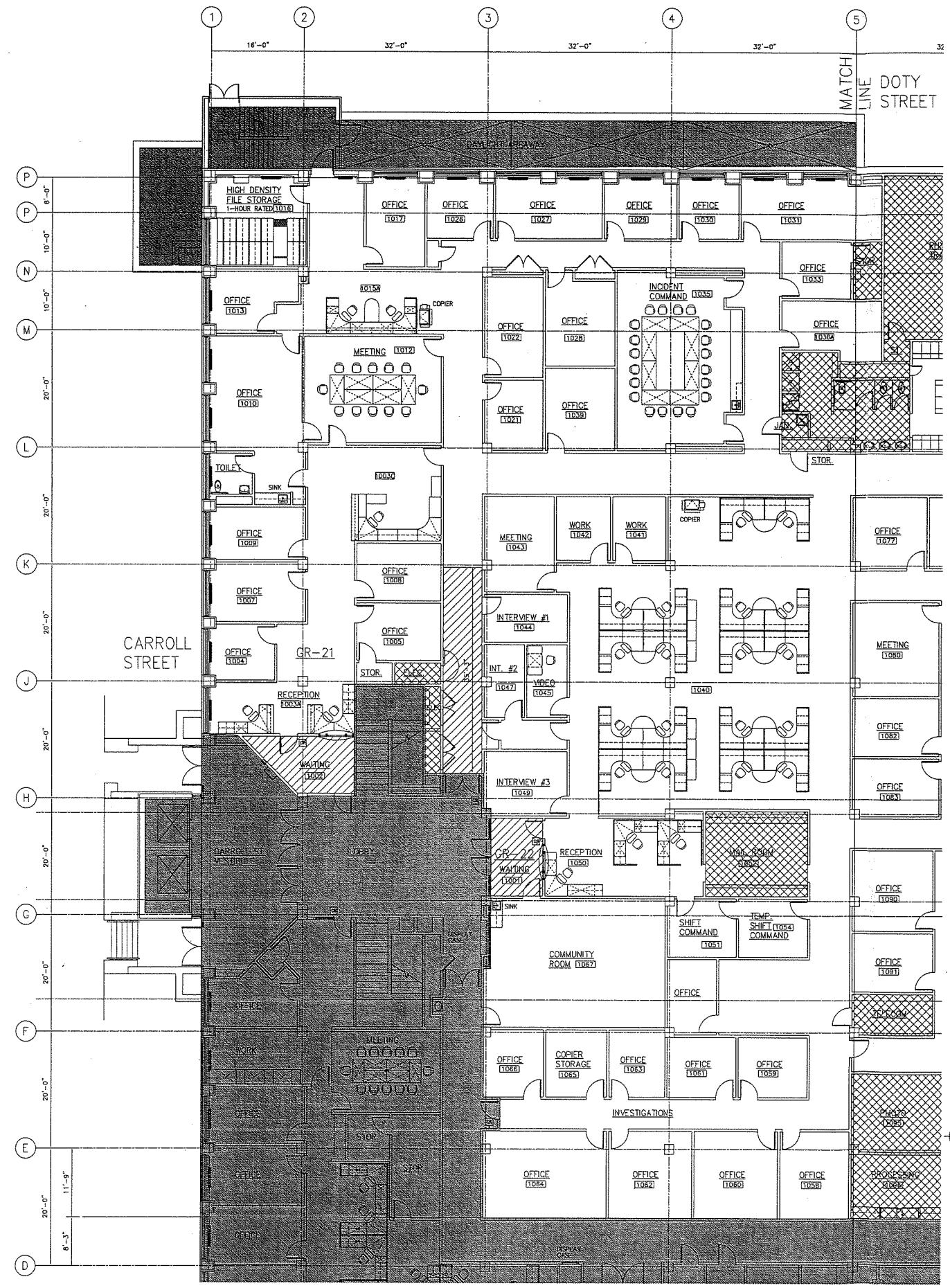
CONTRACT #8459
 MUNIS #10955
 DRWN BY: LKA
 DATE 08/08/19
 REV: XX/XX/XX

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PLAN NORTH
 PAINTING FLOOR PLAN - EAST
 SCALE: 1/8" = 1'-0"

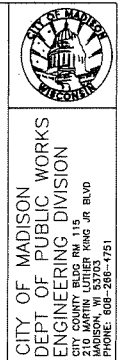
- DENOTES: AREA NOT IN CONTRACT
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Original



GENERAL NOTES

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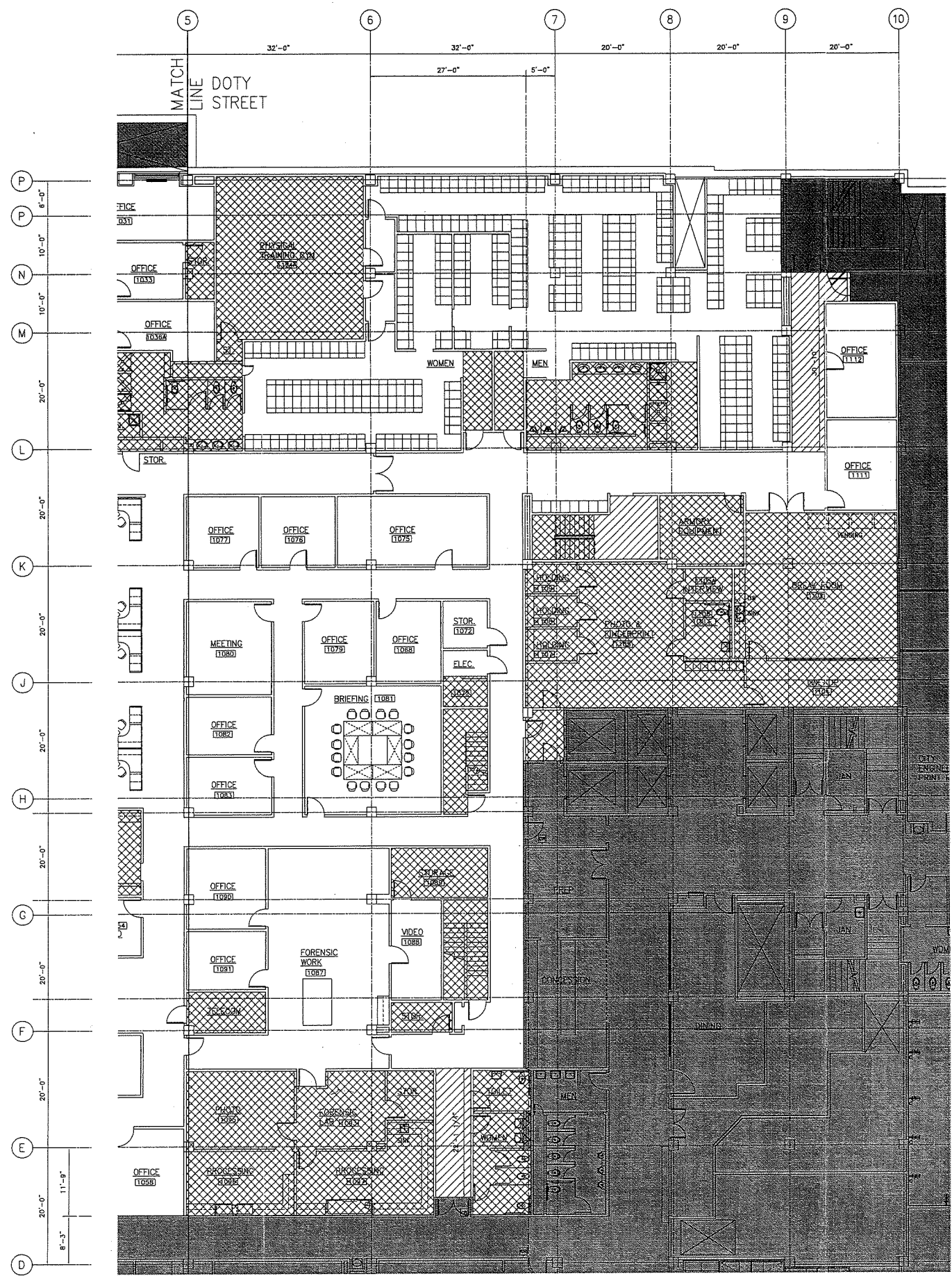


CITY OF MADISON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 510 SOUTH ALBION STREET, 9TH FLOOR
 MADISON, WI 53703
 PHONE: 608-265-1751

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT 211 SOUTH CARROLL STREET MADISON, WI	
CONTRACT #	#8458
MUNIS #	#10955
DRWN BY:	LKA
DATE:	08/08/19
REV:	XX/XX/XX
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PLAN NORTH
 FLOORING REPLACEMENT - WEST
 SCALE: 1/8" = 1'-0"
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Original



GENERAL NOTES

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CITY OF MADISON
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 ENGINEERING DIVISION
 210 MARTIN LUTHER KING, JR. BLVD.
 MADISON, WI 53703
 PHONE: 608-248-4731

MPD CENTRAL DISTRICT PAINT & FLOORING REPLACEMENT
 211 SOUTH CARROLL STREET
 MADISON, WI

CONTRACT #8459
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ORIGINAL

SECTION 09 91 23
INTERIOR PAINTING

1
2
3

4 PART 1 – GENERAL 1

5 1.1. SCOPE 1

6 1.2. RELATED REFERENCES 1

7 1.3. SUBMITTALS 1

8 1.4. QUALITY ASSURANCE 1

9 1.5. DELIVERY, STORAGE AND HANDLING 1

10 1.6. ATTIC STOCK 2

11 1.7. GUARANTEE 2

12 PART 2 - PRODUCTS 2

13 2.1. MANUFACTURERS 2

14 2.2. APPLICATION EQUIPMENT 2

15 2.3. COLORS 2

16 PART 3 - EXECUTION 2

17 3.1. EXAMINATION 2

18 3.2. PREPARATION OF SURFACES 2

19 3.3. APPLICATION 3

20 3.4. CLEANING 3

21 3.4 PAINT AND COATING SCHEDULE 3

22

PART 1 – GENERAL

1.1. SCOPE

- 26 A. Where drawings and schedules calls for painted finishes, provide painted systems as specified herein. Work
27 included: All interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- 28 B. Surface Preparation
- 29 C. Do not paint over any required labels or equipment identification, performance rating, name, or nomenclature
30 plate or data cables
- 31 D. The term "Paint", as used herein, means all coating systems materials including primers, emulsions, epoxy,
32 enamels, sealers, fillers and other applied materials whether used a prime, intermediate, or finish coats.
- 33

1.2. RELATED REFERENCES

- 34 A. Work under this section depends on applicable provisions from other sections and the plan set in this contract.
- 35
- 36

1.3. SUBMITTALS

- 37 A. Product data: Submit manufacturer’s technical information and application instructions for each material
38 proposed for use.
- 39 B. Samples: Provide two samples of each color and each gloss for each material on which the finish is specified to
40 be applied.
- 41
- 42

1.4. QUALITY ASSURANCE

- 43 A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum
44 three years documented experience.
- 45 B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five
46 years documented experience.
- 47 C. Before painting is started in any area, broom clean and remove excessive dust. After painting has begun in any
48 given area, broom cleaning will not be allowed; Cleaning shall then be done only with commercial vacuum
49 cleaning equipment.
- 50 D. Provide adequate illumination in all areas where painting operations are in progress.
- 51
- 52

1.5. DELIVERY, STORAGE AND HANDLING

- 53 A. Deliver products all materials to the project site in original, new and unopened containers bearing the
54 manufacturer’s name and label showing the following information:
- 55 1. Manufacturer name; type of material
- 56 2. Thinning and mixing instructions
- 57 3. Manufacturer’s stock number and batch number
- 58

- 1 4. Application instructions
2 5. Color: Name and Number
3 6. Contents by volume of major pigment and vehicle constituents
4 B. Paint materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in
5 ventilated area and as required by manufacturer's instructions.
6 C. Store all materials used on the project in protected areas designated by the City Project Manager. Keep storage
7 neat and clean. Remove used rags, waste and trash from the building every night and take every precaution to
8 avoid the risk of fire.
9

10 **1.6. ATTIC STOCK**

- 11 A. Upon completion of the work of this section, deliver to the project site, attic stock from the same production
12 run, identified with labels. Paint to be factory sealed and not less than one gallon of each material applied. All
13 stock to be inventoried and neatly located in an area designated by the project manager and provide inventory
14 list to the project manager.
15

16 **1.7. GUARANTEE**

- 17 A. Work and materials in this section shall be guaranteed to be free from defects for a period of one (1) year from
18 date of final completion of project.
19 B. Any defects, not due to or caused by faulty construction or material furnished or performed by other crafts, but
20 due to defective materials and workmanship in painting and finishing, shall be repaired and corrected by the
21 Painting Contractor without cost to the Owner.
22

23 **PART 2 - PRODUCTS**

24
25 **2.1. MANUFACTURERS**

- 26 A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
27 B. All paint and cleaners shall be low VOC type.
28 B. MANUFACTURERS: Hallman Lindsay, Pittsburg Paints, Sherwin-Williams, Diamond Vogel, Glidden
29 C. COLORS AND GLOSSES: Owner will select colors to be used in the various types of paint specified and will be the
30 sole judge of acceptability of the various glosses obtained from materials proposed to be used by the Contractor.
31 D. UNDERCOATS AND THINNERS: Provide undercoat paint produced by the same manufacturer as the finish coat.
32 Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits. In so
33 far as practical, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.
34

35 **2.2. APPLICATION EQUIPMENT**

- 36 A. Use only such equipment as is recommended for application of the particular paint by the paint manufacturer.
37 B. Include all required ladders, scaffolding, drop clothes, masking, scrapers, tools, dusters, cleaning solvents, and
38 waste, as required to perform the work.
39

40 **2.3. COLORS**

- 41 A. BASE COLOR THROUGHOUT: Nebulous White, Sherwin Williams #SW7063
42 B. ACCENT COLOR: To Be Verified: Aleutian, Sherwin Williams #FN242
43 C. HM DOORS & FRAMES: Nebulous White, Sherwin Williams #SW7063
44

45 **PART 3 - EXECUTION**

46
47 **3.1. EXAMINATION**

- 48 A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
49 B. Before starting any work, carefully examine surfaces to receive paint finishes for defects which cannot be
50 corrected by the procedures specified herein under "Preparation of Surfaces" and which might prevent
51 satisfactory painting results. Do not proceed until such damages are corrected. The commencing of work in a
52 specific area shall be construed as acceptance of the surfaces, and thereafter the painting contractor shall be
53 fully responsible for satisfactory work as required herein.
54

55 **3.2. PREPARATION OF SURFACES**

- 56 A. Remove or mask hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or
57 provide ample in-place protection. Upon completion of each space, carefully replace all removed items.

- 1 B. Clean and prepare surfaces to be painted in accordance with the manufacturer's instruction for each particular
- 2 substrate condition and as specified. Remove oil and grease prior to cleaning.
- 3 C. Seal surfaces that might cause bleed through or staining of topcoat.
- 4 D. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach.
- 5 Rinse with clean water and allow surface to dry.
- 6 E. Masonry
- 7 1. Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or
- 8 mortar joints exceeds that permitted in manufacturer's written instructions
- 9 F. Gypsum Board
- 10 1. Repair/patch irregularities with filler compound. Sand to a smooth level surface. Use tack cloth to
- 11 remove dust and particles. Spot prime defects after repair and texture to match existing.
- 12 G. Metal doors and frames
- 13 1. Clean and sand shoulders at edge of sound paint; Touch up all bare metal with primer.
- 14

15 3.3. APPLICATION

- 16 A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for
- 17 substrate and type of material being applied.
- 18 B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a
- 19 durable paint film.
- 20 C. Apply materials under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, brush
- 21 marks, air bubbles, excessive roller stipple or other surface imperfections. Cut in sharp lines and color breaks.
- 22 D. Apply materials at not less than the manufacture's recommended spreading rate. Provide a total dry film
- 23 thickness of the entire system as recommended by the manufacturer.
- 24 E. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the
- 25 surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and
- 26 coverage, at no additional cost to the Owner.
- 27 F. Paint metal doors interior faces to the suite, including, top, bottom and side edges to match.
- 28

29 3.4. CLEANING

- 30 A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily
- 31 from site.
- 32 B. At end of each workday, remove empty cans, rags, trash and other discarded paint materials from the project
- 33 site.
- 34 C. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or
- 35 other methods. Do not scratch or damage adjacent finished surfaces.
- 36 D. Provide "Wet Paint" signage to protect newly painted surfaces.
- 37

38 3.4 PAINT AND COATING SCHEDULE

- 39 A. Surfaces to be painted as indicated on the drawings.
- 40 B. High Performance Architectural Latex System
- 41 C. Interior Gypsum Board Surfaces to be painted:
- 42 1. One top coat: Interior Eggshell Latex with the exception of the following:
- 43 a. Restrooms, Breakrooms and Locker Rooms shall have Latex Semi-Gloss finish.
- 44 D. Metal Surfaces to be painted including but not limited to doors and door frames
- 45 1. One top coat: Interior Eggshell Latex
- 46 E. Interior CMU and concrete to be painted:
- 47 1. One top coat: Interior Eggshell Latex
- 48
- 49

50

END OF SECTION

EXHIBIT "C"

A & A Environmental, Inc.

N4381 US Hwy 51 • Poynette, WI 53955

Phone: (608) 240-1511 • Mobile Phone: (608) 576-4960 • Pager: (608) 275-5377

Fax: (608) 635-9717

June 5, 2008

Mr. James C. Whitney
City of Madison
215 Martin Luther King Jr. Blvd, Room 115
Madison, WI 53703
(608) 266-4563, Fax (608) 264-9275, Cell (608) 575-5269

RE: 210 MLK Jr. Project – Central District Police Station – Ground Floor Remodel

On May 22, 2008 an asbestos inspection for renovation was completed on Phases 1 and 2 of the Central District Police Station remodel area at 210 Martin Luther King Jr. Blvd. The metal pan ceiling was opened in eleven different locations throughout the area to be renovated. There were asbestos fittings on heating and plumbing lines located directly above most of the areas. Even though the heating line fittings did not have canvas over the asbestos insulation cement, no contamination could be found on top of the ceiling. Caution should be taken by the renovation contractor to insure the TSI fittings are not damaged when removing the metal pan ceiling.

The following building materials tested positive for asbestos:

1. Black glue on the back of the cork panels in the detective area (24 Sq Ft).
2. Ceiling caulk in men's locker room (207 Lin Ft or 51.75 Sq Ft).
3. Ceiling caulk in women's locker room (90 Lin Ft or 22.5 Sq Ft).
4. TSI fittings on heating and plumbing lines above the ceilings (1,160 fittings).
5. Transite in the fume hood (48 Sq Ft).

Please note that the fitting count is only an estimate off of the plans provided. There most likely will be more. Once the pan ceilings are removed an accurate count can be made.

There are asbestos fittings in the block wall around the locker rooms and bathrooms. These fittings can only be accessed by demolishing the block walls around the plumbing lines. A&A environmental, Inc. was not able to find ductwork that was covered with black tar paper that was present on previous floors.

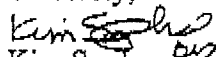
A&A Environmental, Inc. sampled the plumbing lines covered with black colored paper and tar material. The line that was sampled was reported as no asbestos detected. Other building materials sampled and reported as no asbestos detected are as follows.

1. 9 x 9 floor tiles
2. Floor tile mastic
3. Plaster
4. Drywall
5. Drywall compound
6. Base cove
7. Base cove mastic
8. Ceramic tile grout
9. Ceramic tile glue
10. Ceiling tiles
11. 12 x 12 floor tile
12. Yellow carpet mastic
13. Cream floor tile mastic
14. Fiberboard

In room GR50 there may be glue under the drywall however A&A Environmental, Inc. was asked not to put holes in this wall. The wood chair rail is only nailed where as in other parts of the building the chair rail was held in place with asbestos glue.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,


Kim Sopha

President/Inspector #AII01851

Encl

KAS/bls

EMC LABS, INC.

Laboratory Report

0064897

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-001 AA1728-01	EXECUTIVE OFFICE WALL	Drywall Compound, White/ Lt. Gray	No		Carbonates Mica Quartz Binder/Filler 100%
0064897-002 AA1728-02	EXECUTIVE OFFICE WALL	Drywall, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 88%
0064897-003 AA1728-03	EXECUTIVE OFFICE WALL	Top Coat Plaster, White/ Lt. Gray	No		Cellulose Fiber <1% Gypsum Carbonates Mica Binder/Filler 99%
0064897-004 AA1728-04	EXECUTIVE OFFICE WALL	Base Coat Plaster, Beige	No		Cellulose Fiber <1% Carbonates Quartz Gypsum Mica 99%
0064897-005 AA1728-05	EXECUTIVE OFFICE WALL	Top Coat Plaster, White	No		Gypsum Carbonates Mica Binder/Filler 100%
0064897-006 AA1728-06	EXECUTIVE OFFICE WALL	Base Coat Plaster, Beige	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%

EMC LABS, INC.

Laboratory Report

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

0064897**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51	Date Received:	05/27/2008
	POYNETTE WI 53955	Date Analyzed:	05/28/2008
Collected:	05/22/2008	Date Reported:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-007 AA1728-07	EXECUTIVE OFFICE WALL	Top Coat Plaster, White/ Lt. Gray	No		Gypsum Carbonates Mica Binder/Filler 100%
0064897-008 AA1728-08	EXECUTIVE OFFICE WALL	Base Coat Plaster, Lt. Gray	No		Cellulose Fiber <1% Carbonates Quartz Gypsum Perlite 99%
0064897-009 AA1728-09	ROOM GR8	9"x9" Floor Tile, Gray	No		Carbonates Quartz Binder/Filler 100%
0064897-010 AA1728-10	ROOM GR8	Floor Tile Mastic, Yellow	No		Carbonates Quartz Mica Binder/Filler 100%
0064897-011 AA1728-11	ABOVE WINDOW DIVIDERS	Fiber Board, White/ Brown	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%
0064897-012 AA1728-12	ROOF DRAIN	LAYER 1 Tar, Black	No		Fibrous Glass 5% Carbonates Binder/Filler 95%
		LAYER 2 Insulation, Yellow	No		Fibrous Glass 97% Carbonates 3%
0064897-013 AA1728-13	ROOF DRAIN FITTINGS	Paper, Black	No		Cellulose Fiber 60% Carbonates Binder/Filler 40%

EMC LABS, INC.

Laboratory Report

00648979830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-014 AA1728-14	ROOF DRAIN	TSI Fitting, Gray	Yes	Chrysotile 15%	Mineral Wool 45% Gypsum Mica Binder/Filler 40%
0064897-015 AA1728-15	HEATING LINE	TSI Fitting, Gray	Yes	Chrysotile 20%	Mineral Wool 50% Gypsum Mica Binder/Filler 30%
0064897-016 AA1728-16	EXECUTIVE WEST	Ceramic Floor Tile Grout, Gray	No		Cellulose Fiber <1% Gypsum Quartz Carbonates Binder/Filler 99%
0064897-017 AA1728-17	EXECUTIVE WEST	Ceramic Floor Tile Thin Set, Gray	No		Gypsum Quartz Binder/Filler 100%
0064897-018 AA1728-18	NW WALL	Top Coat Plaster, White/ Lt. Gray	No		Gypsum Carbonates Mica Binder/Filler 100%
0064897-019 AA1728-19	NW WALL	Base Coat Plaster, Beige	No		Carbonates Quartz Binder/Filler 100%
0064897-020 AA1728-20	CARPET NW	Carpet Mastie, Yellow	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%

EMC LABS, INC.

Laboratory Report

00648979830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KJM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-021 AA1728-21	GLASS FRAME NORTH	LAYER 1 Drywall, White/ Brown	No		Cellulose Fiber 10%
		LAYER 2 Texture / Paint, Lt. Gray Note: Sample is mainly Paint - no Texture present	No		Gypsum Carbonates Mica Quartz 90% Cellulose Fiber 1% Carbonates Binder/Filler 99%
0064897-022 AA1728-22	MEETING ROOM WALL	Top Coat Plaster, White	No		Cellulose Fiber <1% Gypsum Carbonates Mica Binder/Filler 99%
0064897-023 AA1728-23	MEETING ROOM WALL	Base Coat Plaster, Beige	No		Cellulose Fiber <1% Carbonates Quartz Gypsum Mica 99%
0064897-024 AA1728-24	MEETING ROOM	9"x9" Floor Tile, Gray	No		Cellulose Fiber 2% Carbonates Quartz Binder/Filler 98%
0064897-025 AA1728-25	MEETING ROOM	Floor Tile Mastic, Yellow/ Black	No		Cellulose Fiber 1% Carbonates Quartz Binder/Filler 99%
0064897-026 AA1728-26	MEETING ROOM	Floor Tile Mastic, Cream	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%

EMC LABS, INC.

Laboratory Report

0064897

9830 S. 51st Street, Suite 8109, Phoenix, AZ 85044
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KTM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-027 AA1728-27	PARTITION WALL DETECTIVE AREA	LAYER 1 Drywall, White/ Brown	No		Cellulose Fiber 10%
		LAYER 2 Wall Covering, White/ Brown	No		Gypsum Carbonates Mica 90% Cellulose Fiber 60% Carbonates Binder/Filler 40%
0064897-028 AA1728-28	WALL	Top Coat Plaster, White/ Lt. Gray	No		Cellulose Fiber <1% Gypsum Carbonates Mica Binder/Filler 99%
0064897-029 AA1728-29	WALL	Base Coat Plaster, Lt. Gray	No		Gypsum Quartz Carbonates Perlite 100%
0064897-030 AA1728-30	WINDOW DETECTIVE AREA	LAYER 1 Glue, Black	Yes	Chrysotile 3%	Carbonates Binder/Filler 97%
		LAYER 2 Cork, White/ Brown	No		Cork Carbonates Binder/Filler 100%

EMC LABS, INC.

Laboratory Report

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0064897**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51	Date Received:	05/27/2008
	POYNETTE WI 53955	Date Analyzed:	05/28/2008
Collected:	05/22/2008	Date Reported:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-031 AA1728-31	PARTITION WALL DETECTIVE AREA	LAYER 1 Drywall, White/ Brown	No		Cellulose Fiber 10%
		LAYER 2 Wall Covering, White/ Brown	No		Gypsum Carbonates Mica 90%
					Cellulose Fiber 60%
					Carbonates Binder/Filler 40%
0064897-032 AA1728-32	FREN PARTITION WALL	Drywall, White Note: No Paper Backing Present	No		Cellulose Fiber 3%
					Gypsum Carbonates Mica 97%
0064897-033 AA1728-33	FREN	Drywall, White Note: No Paper Backing Present	No		Cellulose Fiber 3%
					Gypsum Carbonates Mica 97%
0064897-034 AA1728-34	FREN	2x4 Ceiling Tile, White/ Beige	No		Cellulose Fiber 40%
					Mineral Wool 40%
					Carbonates Perlite Binder/Filler 20%
0064897-035 AA1728-35	FREN WALL	Top Coat Plaster, White/ Beige	No		Gypsum Carbonates Mica Binder/Filler 100%
0064897-036 AA1728-36	FREN WALL	Base Coat Plaster, Beige	No		Cellulose Fiber <1%
					Carbonates Quartz Gypsum Binder/Filler 99%

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Laboratory Report

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-037 AA1728-37	FREN	Carpet Mastie, Yellow	No		Synthetic Fiber 3% Carbonates Quartz Binder/Filler 97%
0064897-038 AA1728-38	PHOTO LAB	2x2 Ceiling Tile, White/ Off White	No		Mineral Wool 80% Gypsum Carbonates Binder/Filler 20%
0064897-039 AA1728-39	PHOTO LAB	Carpet Mastie, Green/ Clear/ Yellow	No		Synthetic Fiber 1% Carbonates Quartz Binder/Filler 99%
0064897-040 AA1728-40	PHOTO LAB	LAYER 1 Glue, Red/ Yellow	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Cork, Tan/ Lt. Brown	No		Cork Carbonates Binder/Filler 100%
0064897-041 AA1728-41	PHOTO LAB	12"x12" Floor Tile, White/ Gray	No		Carbonates Quartz Binder/Filler 100%
0064897-042 AA1728-42	PHOTO LAB	12"x12" Floor Tile Mastie, Yellow	No		Cellulose Fiber 2% Carbonates Quartz Binder/Filler 98%
0064897-043 AA1728-43	PHOTO LAB	2x2 Ceiling Tile, White/ Off White	No		Mineral Wool 80% Cellulose Fiber <1% Carbonates Binder/Filler 19%

EMC LABS, INC.

Laboratory Report

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-044 AA1728-44	PHOTO LAB	Ceramic Floor Tile Thin Set, Lt. Gray	No		Carbonates Quartz Gypsum Binder/Filler 100%
0064897-045 AA1728-45	PHOTO LAB	Ceramic Floor Tile Grout, Gray	No		Gypsum Quartz Carbonates Binder/Filler 100%
0064897-046 AA1728-46	PHOTO LAB DOOR PATCH	Drywall, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 88%
0064897-047 AA1728-47	PHOTO LAB, ON WALLS	Glue, Yellow/Beige	No		Carbonates Quartz Binder/Filler 100%
0064897-048 AA1728-48	PHOTO LAB	12"x12" Floor Tile, White/ Gray	No		Carbonates Quartz Binder/Filler 100%
0064897-049 AA1728-49	PHOTO LAB	Floor Tile Mastic, Yellow	No		Synthetic Fiber 1% Carbonates Quartz Binder/Filler 99%
0064897-050 AA1728-50	PHOTO LAB	Basecoat, Gray	No		Carbonates Binder/Filler 100%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTIE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-051 AA1728-51	PHOTO LAB	Basecoat Glue, Yellow	No		Non-Fibrous Tremolite 3% Carbonates Quartz Binder/Filler 97%
0064897-052 AA1728-52	PHOTO LAB	Wall Caulking/ Door Caulking, Lt. Gray	No		Carbonates Binder/Filler 100%
0064897-053 AA1728-53	ROOM GR 68 WALL	Top Coat Plaster, White/ Lt. Gray	No		Cellulose Fiber <1% Gypsum Carbonates Mica Binder/Filler 99%
0064897-054 AA1728-54	ROOM GR 68 WALL	Base Coat Plaster, Lt. Gray	No		Carbonates Quartz Gypsum Perlite Binder/Filler 100%
0064897-055 AA1728-55	GR 45A WALL	LAYER 1 Drywall, Off White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica Binder/Filler 100%
0064897-056 AA1728-56	GR 45A WALL	Drywall Compound, White/ Lt. Gray	No		Carbonates Mica Binder/Filler 100%

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Laboratory Report

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51	Date Received:	05/27/2008
	POYNETTE WI 53955	Date Analyzed:	05/28/2008
Collected:	05/22/2008	Date Reported:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-057 AA1728-57	MENS LOCKER ROOM	Ceramic Floor Tile Grout, Gray	No		Cellulose Fiber <1% Carbonates Quartz Gypsum Binder/Filler 99%
0064897-058 AA1728-58	MENS LOCKER ROOM	LAYER 1 Ceramic Floor Tile Thin Set, Gray Note: Very small amount of sample	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Ceramic Floor Tile, White	No		Gypsum Quartz Carbonates Binder/Filler 100%
0064897-059 AA1728-59	MENS LOCKER ROOM	Ceiling Caulk, Lt. Gray	Yes	Chrysotile 5%	Carbonates Binder/Filler 95%
0064897-060 AA1728-60	GYM	Drywall, Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
0064897-061 AA1728-61	REBECCA REPAAL'S OFFICE	Drywall Compound, White/ Lt. Gray	No		Cellulose Fiber <1% Carbonates Perlite Mica Binder/Filler 99%

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NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51	Date Received:	05/27/2008
	POYNETTE WI 53955	Date Analyzed:	05/28/2008
Collected:	05/22/2008	Date Reported:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-062 AA1728-62	REBECCA REPAAL'S OFFICE	LAYER 1 Drywall, Off White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica 88%
		LAYER 2 Joint Compound, White	No		Cellulose Fiber 2% Carbonates Mica Quartz Binder/Filler 98%
0064897-063 AA1728-63	REBECCA REPAAL'S OFFICE	Basecove, Black	No		Carbonates Gypsum Binder/Filler 100%
0064897-064 AA1728-64	REBECCA REPAAL'S OFFICE	Basecove Glue, Off White	No		Carbonates Binder/Filler 100%
0064897-065 AA1728-65	JULIE BEYLER'S OFFICE	Drywall, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
0064897-066 AA1728-66	JULIE BEYLER'S OFFICE	Window Caulking, White/ Cream	No		Carbonates Gypsum Binder/Filler 100%
0064897-067 AA1728-67	CEILING	2x2 Ceiling Tile, White/ Beige	No		Cellulose Fiber 80% Mineral Wool 2% Perlite Gypsum Carbonates Binder/Filler 18%

EMC LABS, INC.

Laboratory Report

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA1728
Address:	N4381 US HWY 51 POYNETTE WI 53955	Date Received:	05/27/2008
Collected:	05/22/2008	Date Analyzed:	05/28/2008
Project Name/	210 MLK GROUND FLOOR	Date Reported:	05/28/2008
Address:		EPA Method:	EPA 600/M4-82-020
		Submitted By:	KIM SOPHA
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0064897-068 AA1728-68	CEILING	2x2 Ceiling Tile, White/ Beige	No		Cellulose Fiber 80% Mineral Wool 2% Perlite Gypsum Carbonates Binder/Filler 18%
0064897-069 AA1728-69	EAST OFFICE	Drywall Compound, White/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0064897-070 AA1728-70	EAST OFFICE	LAYER 1 Drywall, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica 88%
		LAYER 2 Joint Compound, White/ Beige	No		Cellulose Fiber 2% Carbonates Mica Quartz Binder/Filler 98%
0064897-071 AA1728-71	JULIE BEYLER'S OFFICE	Carpet Mastie, Yellow	No		Synthetic Fiber 1% Cellulose Fiber <1% Carbonates Gypsum Quartz Binder/Filler 98%
0064897-072 AA1728-72	215 MLK ROOM 322, AROUND AC UNIT	Caulk, Off White	No		Cellulose Fiber <1% Gypsum Carbonates Binder/Filler 99%

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Laboratory Report

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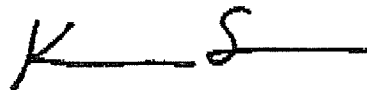
Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: A & A ENVIRONMENTAL, INC.
 Address: N4381 US HWY 51
 POYNETTE WI 53955
 Collected: 05/22/2008
 Project Name/ Address: 210 MLK GROUND FLOOR

Job# / P.O. #: AA1728
 Date Received: 05/27/2008
 Date Analyzed: 05/28/2008
 Date Reported: 05/28/2008
 EPA Method: EPA 600/M4-82-020
 Submitted By: KIM SOPHA
 Collected By: Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constitituents
0064897-073 AA1728-73	215 MLK ROOM 312, AROUND AC UNIT	Caulk, Off White	No		Cellulose Fiber 1% Gypsum Carbonates Binder/Filler 99%



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

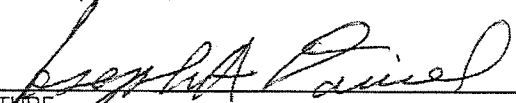
Distinctly identified, easily separable layers of samples are analyzed in cross-section of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimates and measured in weight percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the quality of the lot from which the sample was taken or of apparently identical or similar products, but do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately +/-1% by weight. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by any entity to claim product endorsement by NVLAP or any agency of the U.S. Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-fibrous or granularly bound materials.

SECTION E: BIDDERS ACKNOWLEDGEMENT

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459

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

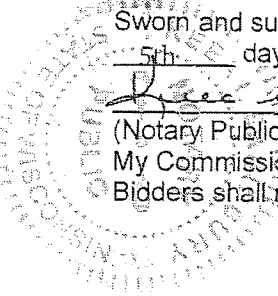
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued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



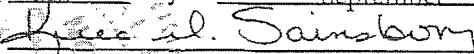
 SIGNATURE Joseph A. Daniels

 President

 TITLE, IF ANY



Sworn and subscribed to before me this
5th day of September, 2019.



 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 07/17/2020

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

Contract 8459 – Joe Daniels Construction Co., Inc.

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid.

Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

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

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

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

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

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

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

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

n/a

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

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

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

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

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

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

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459

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: Joe Daniels Construction Co., Inc.

Address: 919 Applegate Road, Madison, WI 53713

Telephone Number: 608/271-4800 Fax Number: 608/271-4570

Contact Person/Title: Joseph A. Daniels - President

Prime Bidder Certification

I, Joseph A. Daniels, President of _____
Name Title

Joe Daniels Construction Co., Inc. certify that the information
Company

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

Kevin L. Sainderson
Witness' Signature

Joseph A. Daniels
Bidder's Signature

September 5, 2019
Date

**MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>-0-</u> %

SBE Subcontractors Who Are Suppliers

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

DANIELS

GENERAL CONTRACTORS

Commercial • Design/Build • Industrial

September 5, 2019

Affirmative Action Department
Madison Municipal Building
215 Martin Luther King Jr. Blvd.
Madison, WI 53701-1626

Re: MPD-Central Painting and Carpet Replacement
Contract #8459

On the above listed project, we intend to subcontract the following work.

Painting and Carpet Replacement

Sincerely,



Joseph A. Daniels
President

kis

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT

CONTRACT NO. 8459

DATE: 9/5/19

**Joe Daniels Construction
Co., Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - Base Bid - Lump Sum	1.00	\$212,095.00	\$212,095.00
1 Items	Totals		\$212,095.00



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

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

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

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

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

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
The Cincinnati Insurance Company

a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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.

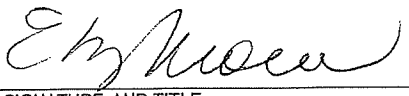
PRINCIPAL

Joe Daniels Construction Co., Inc. 11-16-2017
COMPANY NAME AFFIX SEAL (no seal) DATE

By: 
SIGNATURE AND TITLE
Joseph A. Daniels - President

SURETY

The Cincinnati Insurance Company 11-16-2017
COMPANY NAME AFFIX SEAL DATE

By: 
SIGNATURE AND TITLE
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

Madison, WI 53725-9408
CITY, STATE AND ZIP CODE

608-252-9674
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 16 day of November, 2017



Signature of Scott R. Bolan

Secretary

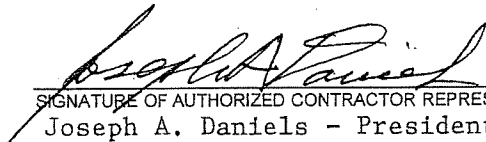
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 to January 31, 2020
NAME OF SURETY The Cincinnati Insurance Company
NAME OF CONTRACTOR Joe Daniels Construction Co., Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE
Joseph A. Daniels - President

November 16, 2017

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 2d day of October in the year Two Thousand and Nineteen between JOE DANIELS CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted OCTOBER 1, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

MPD-CENTRAL PAINTING AND CARPET REPLACEMENT CONTRACT NO. 8459

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED TWELVE THOUSAND NINETY-FIVE AND NO/100 (\$212,095.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459**

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

Countersigned:

Kevin W. Sansbury 10/2/19
Witness Date

Kevin W. Sansbury 10/2/19
Witness Date

JOE DANIELS CONSTRUCTION CO., INC.
Company Name

Joseph A. Daniels 10/2/19
President Joseph A. Daniels Date

Samuel J. Daniels 10/2/19
Secretary Samuel J. Daniels Date

CITY OF MADISON, WISCONSIN

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

Whitney Drake 10/11/19
Finance Director Date

John Cini 10.14.19
Witness Date

[Signature] 10-7-19
Witness Date

Approved as to form:

[Signature] _____
City Attorney Date

[Signature] 10/17/19
Mayor Date

[Signature] For 10-7-19
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED TWELVE THOUSAND NINETY-FIVE AND NO/100 (\$212,095.00) 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:

**MPD-CENTRAL PAINTING AND CARPET REPLACEMENT
CONTRACT NO. 8459**

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 2nd day of October 2019

Countersigned:

Keesa I. Sainsbury

Witness Keesa I. Sainsbury

Samuel J. Daniels

Secretary Samuel J. Daniels

JOE DANIELS CONSTRUCTION CO., INC.

Company Name (Principal)

Joseph A. Daniels
President Joseph A. Daniels Seal

no seal

Approved as to form:

Patrick A. McKenna

City Attorney

THE CINCINNATI INSURANCE COMPANY

Surety Seal

Salary Employee Commission

By Patrick A. McKenna
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 2, 2019
Date

Patrick A. McKenna
Agent Signature Patrick A. McKenna - Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; Elizabeth Mosca and/or David Zenobi

of Madison, Wisconsin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company; a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,

this 2nd day of October, 2019



Signature of Secretary

Secretary