

Contract Routing Form

printed on: 08/08/2023

ROUTING: Routine

Contract between: C.G. Schmidt, Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Door Creek Park Shelter

Contract No.: 9326  
Enactment No.: RES-23-00495  
Dollar Amount: 3,500,461.00

File No.: 78611  
Enactment Date: 07/28/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-8-23	8/8/23
Director of Civil Rights	8/8/23	8/11/23
Risk Manager	8/14/23	8/14/23 mcl
Finance Director	8/14/23	8/14/23
City Attorney	8/14/2023	8/16/23
Mayor	8/17/2023	8/17/23

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

Original + 2 Copies

08/08/2023 09:13:52 enjls - William McMahon 261-9654





## Demographics

**Company Name:** Liberty Mutual Insurance Company  
**NAIC CoCode:** 23043  
**State of Domicile:** Massachusetts  
**Organization Type:** Stock

**Short Name:**  
**Country of Domicile:** United States  
**Date of Incorporation:** 01/01/1912

**SBS Company Number:** 54219414  
**Domicile Type:** Foreign  
**NAIC Group Number:** 111 - LIBERTY MUT GRP  
**Merger Flag:** No

## Address

<b>Business Address</b> 175 Berkeley Street Boston, MA 02116 United States	<b>Mailing Address</b> 175 Berkeley Street Boston, MA 02116 United States	<b>Statutory Home Office Address</b> 175 Berkeley Street Boston, MA 02116 United States	<b>Main Administrative Office Address</b> 175 Berkeley Street Boston, MA 02116 United States
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**Company Type:** Property and Casualty

No results found.

No results found.

Type

Number

## Company Type

**Company Type:** Property and Casualty

**Status:** Active

**Effective Date:** 03/11/1919

**Issue Date:** 03/11/1919

**Articles of Incorporation Received:** No

**Business Activities of Members:**

**Status Reason:**

**SBS Legacy Number:** 111480

**Approval Date:**

**Article No:**

**Status Date:** 03/11/1919

**Expiration Date:**

**File Date:**

**COA Number:**

## Appointments

Show 10 entries

Showing 1 to 2 of 2 entries



hovd

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CHRISTOPHER HOVDEN	17131121	17131121	Intermediary (Agent) Individual	Casualty	04/11/2023	04/11/2023	03/15/2024
CHRISTOPHER HOVDEN	17131121	17131121	Intermediary (Agent) Individual	Property	04/11/2023	04/11/2023	03/15/2024

[First](#)[Previous](#)[1](#)[Next](#)[Last](#)

## Line Of Business

Show  entries

Showing 1 to 10 of 12 entries

 Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	03/11/1919
Automobile	Automobile	03/11/1919
Credit Insurance	Credit Insurance	03/11/1919
Disability Insurance	Disability Insurance	03/11/1919
Fidelity Insurance	Fidelity Insurance	03/11/1919
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	03/11/1919
Legal Expense Insurance	Legal Expense Insurance	03/11/1919
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	03/11/1919
Miscellaneous	Miscellaneous	03/11/1919
Ocean Marine Insurance	Ocean Marine Insurance	03/11/1919

[First](#)[Previous](#)[1](#)[2](#)[Next](#)[Last](#)

## Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

## Company Merger

No results found.

## Name Change History

Previous Name	New Name	Effective Date
	Liberty Mutual Insurance Company	

Return completed certificate to:  
 City of Madison Risk Management  
 Attn: Risk Manager  
 210 Martin Luther King, Jr. Blvd., Rm. 406  
 Madison, WI 53703-3345  
 608-267-8705 (FAX)  
 608-266-5965 (PHONE)

This Form Must be Completed in its Entirety

# Certificate of Insurance



-To-  
 City of Madison  
 Madison, Wisconsin

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured: C.G. Schmidt, Inc.

Address: 11777 West Lake Park Drive, Milwaukee, WI 53224

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality.  
 Description of operations insured. \_\_\_\_\_

Policies and Insurers	Limits	Policy Number	Policy Period
Commercial General Liability Zurich (Insurer)	Each Occurrence \$ 1,000,000 Aggregate \$ 2,000,000	GLO2925094-02	1/1/2023-2024
Business Auto Liability Zurich (Insurer)	Coverage Symbol 1 Combined Single Limit \$ 1,000,000	BAP2925095-02	1/1/2023-2024
Umbrella Liability Westchester Fire (Insurer)	Occurrence/Aggregate \$ 10,000,000 Retention \$ 10,000	G22034339 018	1/1/2023-2024
Worker's Compensation Zurich (Insurer)	Employer's Liability \$ 1,000,000 Statutory (states) WI, IL, IN, MO \$ 1,000,000 \$ 1,000,000	WC2925093-02	1/1/2023-2024
Professional/Other Liability (Insurer)	Per Claim/Other \$ Aggregate \$		

The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL)..... YES NO

The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects:

(a) activities performed for the Municipality by or on behalf of the insured, .....

(b) products and completed operations of the Named Insured, and .....

(c) premises owned, leased or used by the Named Insured.....

Products and completed operations. ....

The undersigned will mail to the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.....

Contractual Liability Coverage applying to this Contract .....

This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

M3 Insurance Solutions  
 Agency or Brokerage  
 828 John Nolen Drive, Madison, Wi 53713  
 Address/City/State/Zip Code  
 Zurich  
 Insurance Company  
 \_\_\_\_\_  
 Authorized Signature\*

Trisha Stark  
 Name of Contact Person  
 608-288-2805  
 Telephone Number FAX Number  
 trisha.stark@m3ins.com  
 Email  
 3-16-2023  
 Date

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

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**City of Madison Risk Management**  
 Attn: Risk Manager  
 210 Martin Luther King, Jr. Blvd., Rm. 406  
 Madison, WI 53703-3345  
 608-267-8705 (FAX)  
 608-266-5965 (PHONE)

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INS OK 3-22-23 MCL SO

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**Madison, Wisconsin**



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Products and completed operations. ....

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M3 Insurance Solutions  
 Agency or Brokerage  
 828 John Nolen Drive, Madison, WI 53713  
 Address/City/State/Zip Code  
 Zurich  
 Insurance Company  
 \_\_\_\_\_  
 Authorized Signature\*

Trisha Stark  
 Name of Contact Person  
 608-288-2805  
 Telephone Number FAX Number  
 trisha.stark@m3ins.com  
 Email  
 3-16-2023  
 Date

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

\$3,500,461.00  
ORIGINAL

BID OF C. G. SCHMIDT, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DOOR CREEK PARK SHELTER

CONTRACT NO. 9326

PROJECT NO. 14334

MUNIS NO. 14334

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 25, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

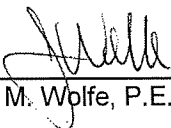
**DOOR CREEK PARK SHELTER  
CONTRACT NO. 9326**

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This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_  
James M. Wolfe, P.E., City Engineer

RFP: wm



## 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:	DOOR CREEK PARK SHELTER
CONTRACT NO.:	9326
SBE GOAL	16%
BID BOND	5%
SBE PRE BID MEETING	See SBE Pre Bid Meeting info below
PRE-BID MEETING (VIRTUAL)	6/7/2023 11 AM (Zoom)
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/15/2023
BID SUBMISSION (2:00 P.M.)	6/22/2023
BID OPEN (2:30 P.M.)	6/22/2023
PUBLISHED IN WSJ	5/18, 5/25, 6/1, 6/8 & 6/15/2023

PRE-BID MEETING (VIRTUAL): The City of Madison Engineering Division is hosting virtual live (and later recording posted) sessions called "Bid Talks." This is an opportunity for you to learn about the project to help with your bid and estimating numbers. During our "Bid Talks" session for this project, the project staff will present information about the project specific to your bidding process. Staff will answer any questions you have. You will also be able to see who is attending. This meeting will be held in a more informal format, where you'll be able to ask questions and have a conversation. Please send your estimators and bidders to these Bid Talks, as they take the place of in-person site visits for specific projects. Registration prior is required. A recording link will also be posted to the project page after the meeting.

Door Creek Park Shelter Project Page: <https://www.cityofmadison.com/engineering/projects/door-creek-park-shelter>

REQUEST FOR SUBSTITUTIONS: Any requests for product or equipment substitution shall be submitted directly to the Project Architect and City Project Managers via email.

- See the contract information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 9326 – Request for Substitution**" in the subject line.

All requestors shall review Specification 00 43 25 Substitution Request Form (During Bidding) prior to submitting their substitution request.

- All request for substitution shall meet one of the three criteria in Section 1.1.B of the specification. Requests that do not meet the criteria will not be considered.
- All requests for substitution shall be complete in a single PDF document as described in Section 3.1 of the Specification. Requests that do not provide sufficient information, multiple documents, etc. will not be considered.
- Sales solicitations (including solicitations of products and equipment that are not in the plans and specification) and requests to other than the Project Architect and City Project Managers will not be considered.

The **deadline** for receiving substitution requests shall be **5:00 PM on Friday, June 16, 2023**. No additional substitution requests will be received after this deadline.

All approved substitutions shall be published in the form of an addendum.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the Project Architect and the City Project Managers via email.

- See the contract information at the end of Section D-Special Provisions for names and email addresses.

- Emails shall have "**Contract 9326 – Request for Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **5:00 PM on Friday, June 16, 2023**. No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

PUBLISHING ADDENDUMS: The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or about 12:00PM, Tuesday, March 07, 2023 to give all contractors sufficient time to review the addenda before bids are due. 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.

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). 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

### DOOR CREEK PARK SHELTER CONTRACT NO. 9326

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

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

#### SECTION 102.4: PROPOSALS

This bid consist of a BASE BID and ALTERNATE BID ITEM #1 (BID ITEM 90001). The contractor must do all of the following.

- Provide a total bid for each bid item
- Provide a GRAND TOTAL of the BASE BID plus ALTERNATE BID ITEM #1

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

- Prior to bid opening the City will establish a Construction Budget Dollar Value (CBDV) for the overall project.
- The City will award the contract based on the Grand Total of the Base Bid plus Alternate Bid Item #1 if lower than the CBDV.
- If the Grand Total exceeds the CBDV the City will award the contract based on the Base Bid Item only.

The City shall have the right to proceed or not proceed with any alternate regardless of how the bid was awarded.

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

#### SECTION 102.9: BIDDER'S UNDERSTANDING

All Contractors are reminded that this is a Public Works contract for The City of Madison and is exempt from State Sales Tax. Refer to this section of the City Standard Specification for Public Works and Specification 00 62 76.13 in Exhibit B for more information.

#### 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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, July 27, 2023**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, July 26, 2023**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

**ARTICLE 104**            **SCOPE OF WORK**

This contract is for the construction of a new Park Shelter at Door Creek Park located at 7035 Littlemore Drive. The work includes, but is not limited to, general building construction including mechanical, electrical, plumbing, site and utility work including connections from the new building to existing water/sewer laterals. Additional site work includes the installation of new lighting and landscaping islands in the existing parking lot and a storm water infiltration basin. This contract includes a potential alternate for a roof mounted solar photovoltaic system.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

**SECTION 104.1**            **LANDS FOR WORK**

General outlines for the Lands for Work for this contract are represented on the Civil Drawings in Exhibit A. All use of City Lands for Work shall be reviewed and approved by the City's Project Managers.

Vehicles can only be parked on site in the area indicated as the Lands for Work during construction business hours.

No tobacco product use is allowed on the Lands for Work

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

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

- The City Standard Specification, 2023 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits list below  
EXHIBITS FOR BIDDING PURPOSES:  
    EXHIBIT A – Plans dated 5/10/2023  
    EXHIBIT B – Specifications dated 5/10/2023  
EXHIBITS FOR BIDDING REFERENCE:  
    REF DOC 1 – Geotechnical Report  
    REF DOC 2 – Wetland Delineation Report
- All Addendums to the bidding documents

**SECTION 105.5:**            **INSPECTION OF WORK**

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

All Contractors shall be familiar with Specification 01 45 16 – Field Quality Control Procedures regarding City of Madison policies and procedures for Quality Assurance and Quality Control.

**SECTION 105.6:**            **CONTRACTORS RESPONSIBILITY FOR WORK**

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

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

**SECTION 105.7: CONTRACT DOCUMENTS**

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors. The Contractor shall keep one copy of all drawings and Specifications on the project site, in good order, available to the Project Designers and all City representatives.

**SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTIONS**

The General Contractor is responsible for providing all survey, benchmarks, points, and elevations required for this project.

**SECTION 105.12: COOPERATION BY THE CONTRACTOR**

Door Creek Park will remain open to the public during construction outside of the fenced area indicated on the Civil Drawings in Exhibit A. The Contractor shall expect vehicular traffic in the parking lot and pedestrian traffic throughout the park and shall be prepared to accommodate park users. Additionally the Contractor shall be aware of the following facilities/activities, for which they may need to make special accommodations.

- The parking lot for the park and shelter shall not be used for construction staging unless otherwise specified in the plans. The Contractor shall be responsible for ensuring at the end of each day, that the work site is left clean, orderly, free of construction debris, barricades, etc. The Contractor may have to work around park reservation dates, and may be required to change schedules depending on special events and reserved dates.
- Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. The Contractor may contact Spencer Werner, Parks East Operations Supervisor at [swerner@cityofmadison.com](mailto:swerner@cityofmadison.com) with questions regarding maintenance.

The site location shall remain fully operational to City of Madison staff, work crews, and local residents utilizing the site.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

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

All excessive noisy activities will need to be coordinated and scheduled with the CPM for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday and Sunday 10:00 AM to 7:00 P.M. in such a manner as to unreasonable interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

Construction operations shall be limited to the hours between 7:30 A.M. and 6:00 P.M. Mondays through Fridays, except for holidays. A request must be made to the owner forty-eight hours in advance for approval of work days or hours other than those stated above.

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

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc. as necessary. Temporary facilities shall include any fuel or service require to operate or maintain the temporary facility. Review Specification 01 50 00 Temporary Facilities and Controls.

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

#### **SECTION 107.2            PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work according to Specification 01 76 00 – PROTECTING INSTALLED CONTRUCTION

#### **SECTION 108.2            PERMITS AND LICENSING**

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

The Contractor shall obtain and pay for permits and private utility installation fees for this project unless otherwise provided. These costs will include but not be limited to: gas service/meter set, electric, telephone, and water service/meter set.

The Contractor shall be responsible for compliance with all required permits including the City of Madison erosion Control permit and the Wisconsin Department of Natural Resources WRAPP Storm Water NOI permit.

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

Prior to beginning work in the public right of ways the Contractor shall obtain and pay for the City of Madison's "Application to Excavate in Public Right-Of-Way Connect to City Sanitary And/Or Storm Sewer". The application is located at <http://www.cityofmadison.com/engineering/permits.cfm>. The City will provide inspections and pay for all City inspections in the public right-of-way. The City inspectors will use Munis code 14334 to charge staff time for public right-of-way inspections.

#### **SECTION 109.7            TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about July 31st, 2023.

The Contractor shall have reached a level of Substantial Completion/Certificate of Occupancy on or before **May 31, 2025**. The total time for completion of contract shall be **nine (9) months** from the actual start of onsite construction work. This shall include all minor punch list items, final inspections and all final copies of contract deliverables being submitted to the appropriate agency. The Contractor shall notify the City Construction Manager three (3) weeks in advance of the selected onsite construction start date.

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

#### **SECTION 109.9            LIQUIDATED DAMAGES**

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

## NON STANDARD BID ITEMS

### BID ITEM 90000 – BASE BID

**DESCRIPTION:** The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

**METHOD OF MEASUREMENT:** The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73 - Schedule of Values and 01 29 76 – Progress Payment Procedures.

**BASIS OF PAYMENT:** The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as describe in the above referenced specifications.

### BID ITEM 90001 – ALTERNATE 1

**DESCRIPTION:** ALTERNATE 1: Provide all work to furnish and install the roof mounted solar photovoltaic system as shown on Drawing Sheet(s) ES101.2 and in Specification section 26 31 00.

**METHOD OF MEASUREMENT:** The ALTERNATE 1 shall be measured as Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73 - Schedule of Values and 01 29 76 – Progress Payment Procedures.

**BASIS OF PAYMENT:** The ALTERNATE 1 shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as describe in the above referenced specifications.

## POINTS OF CONTACT

Contractors with questions and concerns regarding the bidding documents shall contact the Project Architect and/or City Project Managers by e-mail so we may properly log, track and respond to all issues. Please reference Door Creek Park Shelter 9326 in the subject line of the email.

The Project Architect for this contract is:

Doug Pahl, AIA  
Aro Eberle Architects  
433 West Washington Ave, Suite 400  
Madison, WI 53703  
PH: (608) 204-7464  
Email: [pahl@aroerberle.com](mailto:pahl@aroerberle.com)

The City Construction Manager for this contract is:

Maria Delestre  
210 Martin Luther King Jr Blvd  
Madison, WI 53703  
PH: (608) 243-5891  
Email: [mdelestre@cityofmadison.com](mailto:mdelestre@cityofmadison.com)

The Project Manager for City Engineering Division for this contract is:

William McMahon  
210 Martin Luther King Jr Blvd  
Madison, WI 53703

PH: (608) 261-9654  
Email: [wcmahon@cityofmadison.com](mailto:wcmahon@cityofmadison.com)

The Project Manager for City Parks Division for this contract is:

Mike Sturm  
330 E. Lakeside St  
Madison, WI 53715  
PH: (608) 267-4921  
Email: [msturm@cityofmadison.com](mailto:msturm@cityofmadison.com)





Department of Public Works  
**Engineering Division**

James M. Wolfe, P.E., City Engineer

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

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.

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

June 20, 2023

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 9326  
Door Creek Park Shelter**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Door Creek Park Shelter, City of Madison Project 14334, Contract #9326, as issued on May 12, 2023*. This addendum is hereby made a part of the contract documents, represents clarifications of the previously released documents, consists of two (2) pages, and the referenced exhibits.

This addendum does not include a change to the bid due date.

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

An electronic version of these documents can be found on the Bid Express website at  
<https://www.infotechinc.com/bidexpress/>

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

**For questions regarding this bid, contact:**

William McMahan  
City of Madison Engineering  
Phone: 608-261-9654  
Email: [wcmcmahan@cityofmadison.com](mailto:wcmcmahan@cityofmadison.com)

Sincerely,

*Bryan Cooper* For:  
James M. Wolfe, P.E., City Engineer

Cc: Bryan Cooper

1. **GENERAL CONTRACT CONDITIONS**

No additional changes to General Contract Conditions or Section D Special Provisions.

2. **GENERAL QUESTIONS/ANSWERS AND CLARIFICATIONS**

There have been no general questions or document clarifications requested.

3. **ACCEPTABLE EQUIVALENTS**

A. Water Softeners. Please add the following information to Specification 22 30 00, Part 2 – Products, Water Softeners, Manufacturers.

1. Water Control Corporation

B. Faucets and Flush Valves. Please add the following information to Specification 22 42 00, Part 2 – Products, Plumbing Fixtures, Faucets and Flush Valves.

1. American Standard

C. Lighting Fixtures. Please add the following information to Sheet E600, Lighting Fixture Schedule, Type SA, Acceptable Alternative Fixtures.

1. Manufacturer: How Digital. Model No: HDL-PL4-40W-40K.

4. **SPECIFICATIONS**

A. Specification Table of Contents – Add section 07 42 13.23 Metal Composite Material Wall Panels

B. 07 41 13.16 Standing Seam Metal Roof Panels - Revised specification has been reprinted in its entirety.

C. 07 42 13.23 Metal Composite Material Wall Panels –specification has been printed in its entirety.

D. 31 20 00 Earth Moving, Part 2, Section 2.4 Topsoil, A, 1, a – Revised “Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least **6-inchs deep**: do not obtain from agricultural land, bogs, or marshes.”

E. 31 20 00 Earth Moving, Part 2, Section 2.4 Topsoil, A, 2, a – Revised “Topsoil Depth for lawns and grasses: **6 inches required**.”

5. **DRAWINGS**

A. The following sheets have been added

1. Sheet CP003

- Site Restoration Plan

B. The following sheets have been modified. Clouds and notes identify the changes on each sheet.

1. Sheet C900

- Detail 8: Infiltration Basin. Biodegradable mat revised to Urban Class I, Type A or B Erosion Matting for the storm water management area.

2. Sheet A201

- Change “Prefinished Aluminum Fascia” to “Prefinished Sheet Metal Fascia”

3. Sheet A202

- Change “Prefinished Aluminum Fascia” to “Prefinished Sheet Metal Fascia”

4. Sheet A311

- Change RA03 to RA01

5. Sheet A314

- Update Missing Keynote Numbers, revise keynote numbers on sheet, update keynote list changes resulting from repopulating blank keynotes

6. Sheet A502

- Change “Prefinished Aluminum...” to “Prefinished Sheet Metal...”

6. **PROPOSAL**

There are no changes to the proposal page.

End of Contract 9326 Addendum 1

**SECTION 07 41 13.16 - STANDING-SEAM METAL ROOF PANELS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes prefinished standing-seam metal roof panels and accessories.

**1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
  - 1. Product Test Reports: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirements.
  - 2. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.
- C. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- D. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.
- E. Samples: For each type of metal panel and color indicated.
- F. LEED Submittals
  - 1. Product Test reports for Credit SS 7.2. For roof panels, indicating that the panels comply with Solar Reflective Index requirement
  - 2. Product data for Credit MR 4.1 and credit MR 4.2: Indicating the percentages by weight of postconsumer and preconsumer recycled content for products having recycled content.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Product test reports.
- B. Warranties: Sample of warranties

**1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

**1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed.
- C. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

**1.7 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  - 1. Warranty Period: 20 years from date of Substantial Completion.

1 PART 2 - PRODUCTS

2 **2.1 PERFORMANCE REQUIREMENTS**

- 3 A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20  
4 percent.
- 5 B. Solar Reflectance Index (SRI): Three-year-aged SRI not less than [64] [32] or initial SRI not less than [82] [39] when  
6 calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- 7 C. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for low  
8 /steep-slope roof products.
- 9 D. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:  
10 1. Three-year, aged solar reflectance of not less than 0.55 and emissivity of not less than 0.75  
11 2. Three-year, aged Solar Reflectance Index of not less than 64 when calculated according to ASTM E 1980.
- 12 E. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based  
13 on testing according to ASTM E 1592:  
14 1. Wind Loads: As indicated on Drawings.  
15 2. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- 16 F. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to  
17 ASTM E 1680 or ASTM E 283 at the following test-pressure difference:  
18 1. Test-Pressure Difference: 1.57 lbf/sq. ft. (75 Pa)
- 19 G. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646 there shall be no uncontrolled water  
20 penetration or air infiltration through the panel joints.
- 21 H. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- 22 I. Wind-Uplift Resistance: Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL  
23 standard 580 and panel system shall be ASTM 1592 Tested and approved.
- 24 J. UL 2218 - Impact Resistance rated
- 25 K. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in  
26 FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or  
27 noncombustible construction, as applicable. Identify materials with FM Global markings.  
28 1. Fire/Windstorm Classification: Class 1A-90 (45lbs per sq ft roof wind uplift)  
29 2. Hail Resistance: SH (severe hail)
- 30 L. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing  
31 buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other  
32 detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-  
33 sky heat loss.  
34 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces  
35

36 **2.2 STANDING-SEAM METAL ROOF PANELS (MT-1)**

- 37 A. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and a flat pan  
38 between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips  
39 located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels  
40 together.
- 41 B. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised  
42 side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed  
43 clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.  
44 1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.  
45 2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.
- 46 C. Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and a flat smooth pan between ribs;  
47 designed for sequential installation by mechanically attaching panels to supports using  
48
- 49 Basis of Design: PAC-CLAD Tite-Loc Panel, smooth panel Tite-Loc in 12" widths with 2" high seams that are  
50 mechanically seamed together @ 90 degrees.
- 51 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that  
52 may be incorporated into the Work include, but are not limited to the following:
- 53 a. Advanced Architectural Products.
- 54 b. AEP Span; A BlueScope Steel Company.
- 55 c. Architectural Building Components.
- 56 d. Architectural Metal Systems.

- 1 e. Berridge Manufacturing Company.
- 2 f. CENTRIA Architectural Systems.
- 3 g. Dimensional Metals, Inc.
- 4 h. Drexel Metals.
- 5 i. Englert, Inc.
- 6 j. Everlast Metals.
- 7 k. Fabral.
- 8 l. Garland Company, Inc. (The).
- 9 m. IMETCO.
- 10 n. MBCI.
- 11 o. McElroy Metal, Inc.
- 12 p. Merchant and Evans.
- 13 q. Metal Sales Manufacturing Corporation.
- 14 r. Morin - A Kingspan Group Company.
- 15 s. PAC-CLAD; Petersen Aluminum Corporation.
- 16 t. Ultra Seam Incorporated.
- 17 u. Union Corrugating Company.
- 18 v. VICWEST.
- 19 2. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting  
20 raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports  
21 using concealed clips inside laps. Include clips, cleats, pressure plates and accessories required for a  
22 weathertight installation.
- 23 3. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer  
24 to provide for both positive and negative design loads, while allowing for the expansion and contraction of  
25 the entire roof system resulting from variations in temperature.
- 26 4. Forming: Use continuous end rolling method. No end laps on panels. No portable rollforming machines will  
27 be permitted on this project, no installer-owned or installer-rented machines will be permitted. It is the intent  
28 of the Architect to provide Factory-Manufactured panel systems only for this project.
  - 29 a. Panels to be fabricated of 22 gage Steel
  - 30 b. Finish: Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil  
31 over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA  
32 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall  
33 conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000  
34 finish supplier.
  - 35 c. Color: Silver (Basis of Design PAC-CLAD) – Use for all trim and accessories labeled (MT-1)
  - 36 d. Texture: Smooth
- 37 5. Panel width: 12 inches O.C.
- 38 6. Panel Height: 2.0 inch high
- 39 7. Not acceptable: snap on standing seam panels

### 41 2.3 UNDERLAYMENT MATERIALS

- 42 A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a  
43 minimum of 40 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or  
44 SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment  
45 manufacturer.
- 46 B. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6, and well secured  
47 along laps and at ends as necessary to properly hold the felt in place. All underlayment shall be preserved unbroken  
48 and whole.
- 49 C. Peel and Stick Underlayment shall lap all hips and ridges at least 12 to form double thickness and shall be lapped 6  
50 over the metal of any valley or built-in gutters and shall be installed as required by the Standing Seam Panel  
51 Manufacturer to attain the desired 20 Year Weathertightness Warranty.
  - 52 1. Basis of Design: Carlisle WIP 300 HT High Temperature Protection Self Adhering Roofing Underlayment (Peel  
53 and Stick membrane)
  - 54 2. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
  - 55 3. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
  - 56 4. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that  
57 may be incorporated into the Work include, but are not limited to the following:

- 1 a. Carlisle Residential; a division of Carlisle Construction Materials.
- 2 b. Drexel Metals.
- 3 c. GCP Applied Technologies Inc.
- 4 d. Henry Company.
- 5 e. Kirsch Building Products, LLC.
- 6 f. Owens Corning.
- 7 D. Felt Underlayment: ASTM D 226/D 22M, Type II (No. 30), asphalt-saturated organic felts.
- 8 E. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.
- 9 F. Sealants
- 10 1. Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or
- 11 2. one part polysulfide not containing pitch or phenolic extenders or
- 12 3. Exterior grade silicone sealant recommended by roofing manufacturer or
- 13 4. One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer.

#### 2.4 MISCELLANEOUS MATERIALS

- 16 A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- 17 B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
- 18 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
- 19 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- 20 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- 21 C. Flashing and Trim (**MT-1**): Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- 22 D. Gutters and Downspouts: Formed from same material as roof panels according to SMACNA's "Architectural Sheet Metal Manual." Finish to match: Refer to Materials finish Schedule.
- 23 E. Roof Curbs: Fabricated from same material as roof panels, **[0.048-inch (1.2-mm)]** <Insert dimension> nominal thickness; with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch- (1.52-mm-) nominal thickness, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.
- 24 F. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- 25 G. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
- 26 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- 27 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
- 28 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

#### 2.5 FABRICATION

- 49 A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- 50 B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- 51 C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- 52 D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1 PART 3 - EXECUTION

2 **3.1 PREPARATION**

- 3 A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages  
4 according to ASTM C 754 and metal panel manufacturer's written recommendations.  
5

6 **3.2 DELIVERY, STORAGE, AND HANDLING**

- 7 A. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed.  
8 Package metal roof panels for protection during transportation and handling.  
9 B. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.  
10 C. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store  
11 metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause  
12 staining, denting or other surface damage.  
13 D. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity,  
14 except to the extent necessary for material installation.  
15

16 **3.3 UNDERLAYMENT INSTALLATION**

- 17 A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions  
18 of underlayment manufacturer for installation. Apply at locations indicated below wrinkle free, in shingle fashion to  
19 shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses.  
20 Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.  
21 1. Apply over the entire roof surface.  
22 B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.  
23 C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet  
24 Metal Flashing and Trim."  
25

26 **3.4 METAL PANEL INSTALLATION**

- 27 A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each  
28 standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.  
29 1. Install clips to supports with self-tapping fasteners.  
30 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.  
31 3. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof  
32 panel, and factory-applied sealant are completely engaged.  
33 4. Watertight Installation:  
34 a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as  
35 recommend in writing by manufacturer as needed to make panels watertight.  
36 b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.  
37 c. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with sealant and fastened  
38 together by interlocking clamping plates.  
39 B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide  
40 for thermal expansion. Coordinate installation with flashings and other components.  
41 C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and  
42 SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line  
43 and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather  
44 resistant.  
45 D. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector  
46 must have at least five years successful experience with similar applications.  
47 E. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be  
48 required for a weather-tight installation.  
49 F. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.  
50

51 **3.5 CLEANING AND PROTECTION**

- 52 A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise  
53 indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished  
54 surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

55 END OF SECTION 074113.16





- 1 B. Aluminum-Faced Composite Wall Panels Formed with 0.020-inch- (0.50-mm-) thick, anodized aluminum sheet facings.
- 2 1. Panel Thickness: 0.157 inch (4 mm).
- 3 2. Core: **Fire retardant**.
- 4 3. Exterior Finish: **Two-coat fluoropolymer**.
- 5 4. Color: Colorweld 500 Classic Bronze
- 6
- 7 C. Attachment Assembly Components: Formed from extruded aluminum.
- 8 D. Attachment Assembly: Manufacturer's standard.
- 9

## 10 2.2 MISCELLANEOUS MATERIALS

- 11 A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet ASTM A 653/A 653M,  
12 G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) aluminum-zinc-  
13 alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support  
14 and alignment of metal composite material panel system.
  - 15 1. Panel Accessories: Provide components required for a complete, weathertight panel system including trim,  
16 copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar  
17 items. Match material and finish of metal composite material panels unless otherwise indicated.
- 18 B. Flashing and Trim: Provide flashing and trim formed from same material as metal composite material panels as required  
19 to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills,  
20 jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim  
21 with same finish system as adjacent metal composite material panels.
- 22 C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching  
23 color of metal composite material panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing  
24 washers for exposed fasteners.
- 25 D. Panel Sealants: ASTM C 920; as recommended in writing by metal composite material panel manufacturer. Provide sealant  
26 types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel  
27 finish.
- 28

## 29 2.3 FABRICATION

- 30 A. General: Fabricate and finish metal composite material panels and accessories at the factory, by manufacturer's standard  
31 procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing.  
32 Comply with indicated profiles and with dimensional and structural requirements.
- 33 B. Fabricate metal composite material panel joints with factory-installed captive gaskets or separator strips that provide a  
34 weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- 35 C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and  
36 recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other  
37 characteristics of item indicated.
- 38

## 39 2.4 FINISHES

- 40 A. Panels and Accessories:
  - 41 1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by  
42 weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and  
43 resin manufacturers' written instructions.
  - 44 2. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by  
45 weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to  
46 comply with coating and resin manufacturers' written instructions.

## 47 PART 3 - EXECUTION

### 48 3.1 PREPARATION

- 49 A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages  
50 according to ASTM C 754 and metal composite material panel manufacturer's written recommendations.
- 51

- 1    **3.2    METAL COMPOSITE MATERIAL PANEL INSTALLATION**
- 2    A.    Attachment Assembly, General: Install attachment assembly required to support metal composite material wall panels
- 3        and to provide a complete weathertight wall system, including subgirts, perimeter extrusions, tracks, drainage channels,
- 4        panel clips, and anchor channels.
- 5        1.    Include attachment to supports, panel-to-panel joinery, panel-to-dissimilar-material joinery, and panel-system
- 6        joint seals.
- 7    B.    Installation: Attach metal composite material wall panels to supports at locations, spacings, and with fasteners
- 8        recommended by manufacturer to achieve performance requirements specified.
- 9        1.    Wet Seal Systems: Seal horizontal and vertical joints between adjacent metal composite material wall panels with
- 10        sealant backing and sealant. Install sealant backing and sealant according to requirements specified in
- 11        Section 079200 "Joint Sealants."
- 12        2.    Dry Seal Systems: Seal horizontal and vertical joints between adjacent metal composite material wall panels with
- 13        manufacturer's standard gasket system.
- 14        3.    Rainscreen Systems: Do not apply sealants to joints unless otherwise indicated.
- 15    C.    Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for
- 16        thermal expansion. Coordinate installation with flashings and other components.
- 17    D.    Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and
- 18        SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and
- 19        level as indicated. Install work with laps, joints, and seams that are permanently watertight.
- 20
- 21    **3.3    CLEANING**
- 22    A.    Remove temporary protective coverings and strippable films, if any, as metal composite material panels are installed,
- 23        unless otherwise indicated in manufacturer's written installation instructions. On completion of metal composite material
- 24        panel installation, clean finished surfaces as recommended by metal composite material panel manufacturer. Maintain in
- 25        a clean condition during construction.

26    END OF SECTION 074213.23

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**DOOR CREEK PARK SHELTER  
CONTRACT NO. 9326**

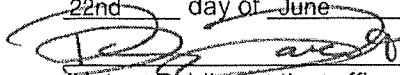
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of CG Schmidt (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 Milwaukee State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
\_\_\_\_\_  
SIGNATURE

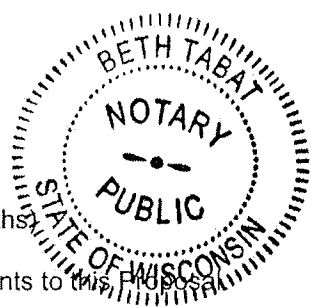
President  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
22nd day of June, 2023.

  
\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 5/1/2026

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



## SECTION F: BEST VALUE CONTRACTING

### DOOR CREEK PARK SHELTER CONTRACT NO. 9326

#### Best Value Contracting

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

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2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
  - Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
  - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
  - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
  - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
  - Contractor has been in business less than one year.
  - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
  - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
  
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
  - The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

DOOR CREEK PARK SHELTER  
CONTRACT NO. 9326

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: CG Schmidt  
Address: 11 777 West Lake Park Drive Milwaukee WI 53224  
Telephone Number: 414 577 1140 Fax Number: \_\_\_\_\_  
Contact Person/Title: James Crichton Director of Hard Bid

Prime Bidder Certification

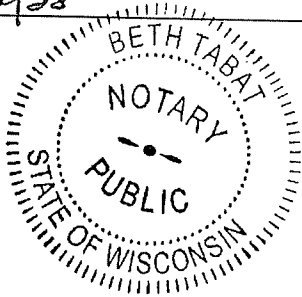
I, James Crichton Name, Director of Hard Bid Title of  
CG Schmidt Company certify that the information

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

[Signature]  
Witness Signature

[Signature]  
Bidder's Signature

6/22/23  
Date





**SECTION B - PROPOSAL PAGE**  
**DOOR CREEK PARK SHELTER**  
**CONTRACT NO. 9326**

ITEM	DESCRIPTION			TOTAL BASE BID
90000	DOOR CREEK PARK SHELTER BASE BID	1.00	Lump Sum	\$ 3,437,469

ALTERNATE (SEE NOTE BELOW)				TOTAL ALTERNATE
90001	ALTERNATE NO. 1 - PROVIDE ALL WORK TO FURNISH AND INSTALL THE ROOF MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AS SHOWN ON DRAWING SHEET(S) ES101.2 AND IN SPECIFICATION SECTIONS 26 31 00	1.00	Lump Sum	\$ 62,992

**GRAND TOTAL** \$ 3,500,461

NOTE: The bidder must completely fill in the base bid and the alternate. After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. If any single responsible bidder submits a base bid plus alternate one (1) that is below the Construction Budget Dollar Value, the City will recommend award of the contract based on the base bid plus alternate one (1). If no single responsible bidder submits a base bid plus alternate one (1) that is below the Construction Budget Dollar Value, the City will recommend award of the contract based on the base bid only. The City shall have the right to proceed or not proceed with alternate one (1) regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted. In the event that a single bid is submitted, opened, but rejected, the City will not publish the dollar amount of the bid submitted.

C. G. Schmidt, Inc.  


---

**FIRM NAME**

6/22/2023  


---

**DATE**

Eric Schmidt  


---

**BIDDER'S PRINTED NAME**


---

**BIDDER'S SIGNATURE**



## **SECTION G: BID BOND**

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

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

### **DOOR CREEK PARK SHELTER CONTRACT NO. 9326**

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

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

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

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

Seal

PRINCIPAL

C. G. Schmidt, Inc.

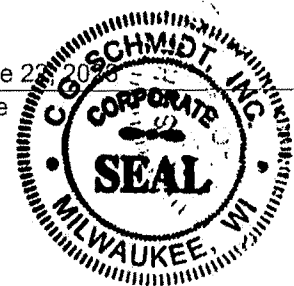
Name of Principal

By

Name and Title

*[Handwritten signature of Todd Rakowski]*  
Todd Rakowski, CFO

June 22, 2023  
Date



Seal

SURETY

Liberty Mutual Insurance Company

Name of Surety

By

*[Handwritten signature of Christopher K. Hovden]*

Christopher K. Hovden Attorney-in-Fact

Name and Title

June 22, 2023  
Date



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 17131121 for the year 2023-24, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

June 22, 2023

Date

*[Handwritten signature of Christopher K. Hovden]*

Agent Signature Christopher K. Hovden Attorney-in-Fact

PO Box 510925, New Berlin WI 53151

Address

City, State and Zip Code

920-225-6881

Telephone Number



NOTE TO SURETY & PRINCIPAL

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209199-346042

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angelica M. Lopez; Christopher K. Hovden; Nicole Meylor; Roxanne L. Dougherty

all of the city of New Berlin state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of December, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2023.



By: Renee C. Llewellyn, Assistant Secretary



## SECTION H: AGREEMENT

THIS AGREEMENT made this 31<sup>st</sup> day of July in the year Two Thousand and Twenty-Three between C. G. SCHMIDT, 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 JULY 25, 2023, 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:

### DOOR CREEK PARK SHELTER CONTRACT NO. 9326

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE MILLION FIVE HUNDRED THOUSAND FOUR HUNDRED SIXTY-ONE AND NO/100 (\$3,500,461.00) 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.


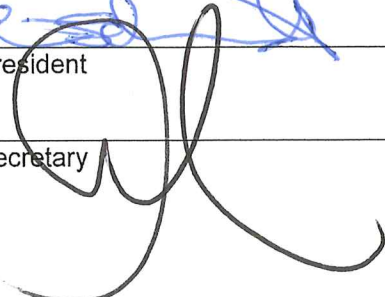
**DOOR CREEK PARK SHELTER  
CONTRACT NO. 9326**

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:


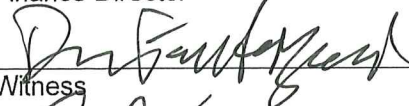

	8/1/23
_____ Witness	_____ Date
	8/1/23
_____ Witness	_____ Date

**C. G. SCHMIDT, INC.**

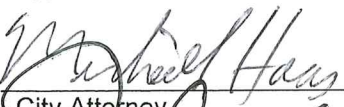
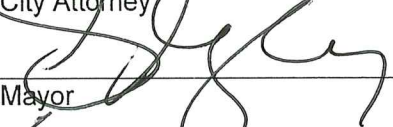

_____ Company Name	
	8/1/23
_____ President	_____ Date
	8-1-23
_____ Secretary	_____ Date

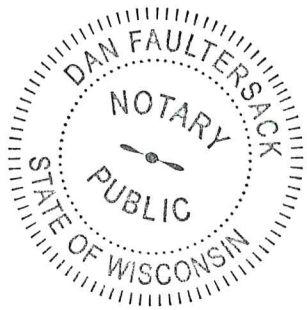
CITY OF MADISON, WISCONSIN

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

	8/14/2023
_____ Finance Director	_____ Date
	8/17/23
_____ Witness	_____ Date
	8/18/23
_____ Witness	_____ Date

Approved as to form:

	8-16-23
_____ City Attorney	_____ Date
	8/17/23
_____ Mayor	_____ Date
	8.8.23
_____ City Clerk	_____ Date





**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we C. G. SCHMIDT, INC., as principal, and Liberty Mutual Insurance Company Company of Massachusetts as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE MILLION FIVE HUNDRED THOUSAND FOUR HUNDRED SIXTY-ONE AND NO/100 (\$3,500,461.00)** 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:

**DOOR CREEK PARK SHELTER  
CONTRACT NO. 9326**

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.

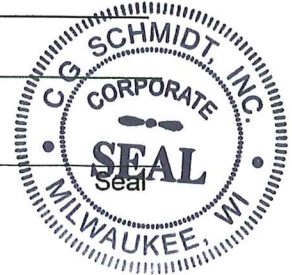
Signed and sealed this 31st day of July, 2023

Countersigned:

C. G. SCHMIDT, INC.

Company Name (Principal)

President



Witness

Secretary

Approved as to form:

Liberty Mutual Insurance Company

Surety

Salary Employee

Commission

By

Christopher K. Hovden  
Attorney-in-Fact Christopher K. Hovden



City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17131121 for the year 2023-24, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 31, 2023

Date

Agent Signature

Christopher K. Hovden



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209199-346042

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angelica M. Lopez; Christopher K. Hovden; Nicole Meylor; Roxanne L. Dougherty

all of the city of New Berlin state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of December, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of July, 2023.



By: Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.