

Contract Routing Form

ROUTING: Routine

printed on: 03/16/2017

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

Project: Library Maintenance and Support Center Remodel

Contract No.: 7564
 Enactment No.: RES-17-00189
 Dollar Amount: 2,233,000.00

File No.: 46147
 Enactment Date: 03/10/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-17-2017	3-17-2017
Director of Civil Rights	3-17-17	3-23-2017 ^{MS}
Risk Manager	3-23-17	3/23/17
Finance Director	3-24-17	3-27-17
City Attorney	386 3-29-17	3-29-17
Mayor	3-29-17	3-30-17

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

Original + 2 Copies

03/16/2017 09:39:46 enknb - Matt Gall- 267-0743

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: ~~\$ 2,233,000~~ 2,233,000
 AA Plan: APPROVED
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



City of Madison

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

Legislation Details (With Text)

File #: 46147 **Version:** 1 **Name:** Awarding Public Works Contract No. 7564 Library Maintenance and Support Center Remodel.

Type: Resolution **Status:** Passed

File created: 2/15/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 3/7/2017 **Final action:** 3/7/2017

Enactment date: 3/10/2017 **Enactment #:** RES-17-00189

Title: Awarding Public Works Contract No. 7564 Library Maintenance and Support Center Remodel.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7564.pdf

Date	Ver.	Action By	Action	Result
3/7/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/22/2017	1	BOARD OF PUBLIC WORKS		
2/15/2017	1	Engineering Division	Refer	

The adopted capital budget includes \$2,869,106 available budget authority for the Library Maintenance Support Center (MUNIS Project #10001). The total estimate project cost is \$3,957,983. The proposed resolution authorizes \$2,411,640 for remodeling services associated with the project. Legistar file 46155, Awarding Public Works Contract No. 7869, Library Maintenance and Support Center Hazmat, authorizes an additional \$19,768 for Hazmat services for the project.

Awarding Public Works Contract No. 7564 Library Maintenance and Support Center Remodel.
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7564) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7564
LIBRARY MAINTENANCE AND SUPPORT CENTER REMODEL

KENNETH F. SULLIVAN CO.

\$2,233,000.00

Acct. No. 10001-50-140:54210(91065)
Contingency 8%±

\$2,233,000.00
178,640.00

GRAND TOTAL

\$2,411,640.00

Name: BLUM, SHEILA L
 NPN: 6517202
 Domicile State: Wisconsin
 Domicile Country: United States
 Resident? Yes
 Business Address: MC FARLAND, WI 535589660

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

\$2,233,000.00
FILE

BID OF KENNETH F. SULLIVAN CO.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

CONTRACT NO. 7564

MUNIS NO. 10001-50-140

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL
CONTRACT NO. 7564**

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EXHIBITS AND REFERENCE DOCUMENTS POSTED IN BID EXPRESS:

- Exhibit A – Complete Architectural and Engineering Plan Set (~18 MB)
- Exhibit B – Project Specifications (~10MB)

REF DOC 1 – 7564_Site survey

REF DOC 2 – 7564_Geotechnical Exploration Report_20160330

REF DOC 3 – 7564_Temporary Land Use Permit_Roadster Madison LLC_20160728

REF DOC 4 – 7564_Temporary Land Use Permit_VP Properties LLC_20160719

REF DOC 5 – 7564_A+A Environmental Inspection Letter 161109

REF DOC 6 – 7564_A+A Environmental Lead Supplemental Report 161109

REF DOC 7 – 7564_A+A Environmental Inspection Letter 161102

REF DOC 8 – 7564_A+A Environmental Roofing Inspection

This Proposal, and Agreement have
been prepared by:

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



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

RFP: mg

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:	LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL
CONTRACT NO.:	7564
SBE GOAL	12%
BID BOND	5%
PRE BID (SBE) MEETING (1:00 P.M.)	FRIDAY, JANUARY 20, 2017
PRE BID BUILDING TOUR (11:00 A.M. to 1:00 P.M.)	WEDNESDAY, JANUARY 18, 2017
FINAL BIDDER QUESTIONS	FRIDAY, JANUARY 27, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FRIDAY, FEBRUARY 3, 2017
BID SUBMISSION (1:00 P.M.)	FRIDAY, FEBRUARY 10, 2017
BID OPEN (1:30 P.M.)	FRIDAY, FEBRUARY 10, 2017
PUBLISHED IN WSJ	JANUARY 13, 20, 27 & FEBRUARY 3, 2017

PRE-BID WALK THROUGH: A single pre-bid walk through will be conducted and all bidding contractors are encouraged to attend. The meeting will be held on Wednesday, January 18 2017 and the agenda will begin at 11:00am. This will be the only opportunity for bidding contractors to walk through the site. Please meet at the Library Maintenance and Support Center, 1301 Badger Road. Parking is available in front of the building.

- Representatives from OPN Architects, and City Staff will be on hand to conduct the building walk through, discuss the plans, specifications, and expectations of the contract.

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

QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, OPN Architects and City Staff shall publish one (1) all inclusive addendum no later than Friday, February 3, 2017 to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the Project Architect at OPN Architects. The Project Architect will further distribute questions to the appropriate consultant or City Staff as needed. All responses will be held and published by the City of Madison in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Library Maintenance & Support Center Remodel, Contract 7564.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be 12:00pm (noon) on Friday, January 27, 2017.** No additional questions, clarifications, or requests for substitutions will be received after this deadline.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of

which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover
 110 Building Demolition

Street, Utility and Site Construction

- | | |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete |
| 205 <input type="checkbox"/> Blasting | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 276 <input type="checkbox"/> Sawcutting |
| 215 <input type="checkbox"/> Concrete Paving | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work | 285 <input type="checkbox"/> Sewer Lining |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 222 <input type="checkbox"/> Concrete Removal | 295 <input type="checkbox"/> Soil Borings |
| 225 <input type="checkbox"/> Dredging | 300 <input type="checkbox"/> Soil Nailing |
| 230 <input type="checkbox"/> Fencing | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 310 <input type="checkbox"/> Street Construction |
| 240 <input type="checkbox"/> Grading and Earthwork | 315 <input type="checkbox"/> Street Lighting |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 320 <input type="checkbox"/> Traffic Signals |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 332 <input type="checkbox"/> Tree pruning/removal |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 333 <input type="checkbox"/> Tree, pesticide treatment of |
| 252 <input type="checkbox"/> Pavement Marking | 335 <input type="checkbox"/> Trucking |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 399 <input type="checkbox"/> Other _____ |
| 262 <input type="checkbox"/> Playground Installer | |
| 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units | |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals |
| 402 <input type="checkbox"/> Building Automation Systems | 440 <input type="checkbox"/> Painting and Wallcovering |
| 403 <input type="checkbox"/> Concrete | 445 <input type="checkbox"/> Plumbing |
| 404 <input type="checkbox"/> Doors and Windows | 450 <input type="checkbox"/> Pump Repair |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 455 <input type="checkbox"/> Pump Systems |
| 410 <input type="checkbox"/> Elevator - Lifts | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 412 <input type="checkbox"/> Fire Suppression | 464 <input type="checkbox"/> Tower Crane Operator |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input checked="" type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry/Tuck pointing | |

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL CONTRACT NO. 7564

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

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, March 9, 2017. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than Wednesday, March 8, 2017.

ARTICLE 104: SCOPE OF WORK

This contract is for the renovation of the existing Library Maintenance and Support Center building at 1301 West Badger Road (former location of Graybar). The summary of the scope of work for the Library Maintenance and Support Center is comprehensive; including, but not limited to,

- Complete replacement of the HVAC/electrical/plumbing/fire sprinkler system.
- Roof replacement, replace canopies, repair brick work, installation of new windows and doors and overhead doors
- Interior architectural remodel, new mechanical mezzanine, new vehicle bays.
- Selective demolition of existing concrete floor slab to accommodate vehicle bay floors, mezzanine column footings and plumbing.
- Selective demolition of existing canopies and walls for new openings.
- Replace parking lot and retaining wall. Install new sidewalk, storm water bioinfiltration device and landscape planting.

The contractor shall refer to specification 01 10 00 – Summary for additional project summary details.

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

Lands for work shall include all area within the property boundaries. Temporary construction easements have been secured with owners of the adjoining properties to the east and west, VP Properties LLC and Roadster Madison LLC, respectively, for ingress and egress during construction. Street occupancy permits (if required) will need to be coordinated with Traffic Engineering / Parking Utility. All fees (street occupancy permits, street occupancy use, parking meter fees) associated with the street occupancy are the responsibility of the Contractor and shall be coordinated with Traffic Engineering / Parking Utility.

Contact Michael Duhr, Department of Transportation Traffic Engineering Division, (608) 267-1158, mduhr@cityofmadison.com).

SECTION 104.2: INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2016 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits listed below.
- All Addenda to the bidding documents.

The following exhibits are for bidding purposes, all exhibits are PDF readable file.

Exhibit A – Complete Architectural and Engineering Plan Set ~18 MB

Exhibit B – Project Specifications ~10MB

REF DOC 1 – 7564_Site survey

REF DOC 2 – 7564_Geotechnical Exploration Report_20160330

REF DOC 3 – 7564_Temporary Land Use Permit_Roadster Madison LLC_20160728

REF DOC 4 – 7564_Temporary Land Use Permit_VP Properties LLC_20160719

REF DOC 5 – 7564_A+A Environmental Inspection Letter 161109

REF DOC 6 – 7564_A+A Environmental Lead Supplemental Report 161109

REF DOC 7 – 7564_A+A Environmental Inspection Letter 161102

REF DOC 8 – 7564_A+A Environmental Roofing Inspection

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 Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the Project Architect and City Project Manager 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.

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

The Contractor must coordinate with the City Project Manager and other City Officials as applicable to confirm the work of this contract will not adversely affect or interrupt major civic activities/events in the area.

Contractor must coordinate with Hazardous Waste Removal Contractor (see BPW Contract No. 7869, and REF DOC 5, REF DOC 6, REF DOC 7, and REF DOC 8). Contractor will be responsible for removing any non-hazardous debris that results and remains from Hazardous Waste Removal.

The Madison Public Library currently occupies the building, and will be responsible for removing all furniture, non-building equipment, stored items, shelving and racking by March 31, 2017.

The Contractor shall notify adjacent property owners for any work affecting neighboring facilities. Contractor shall provide sufficient notification time to avoid any disruption to neighboring facility operations.

Periodically there will be request for tours of the LM&SC, by persons not directly related to the design/construction project, while it is under construction. The City will coordinate/lead the tours and intends to schedule only after major construction elements are in place. Generally the tours will be scheduled on one day per week (typically Friday) from 1-2 PM. Contractor shall accommodate these tour requests.

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 CONSTRUCTION.

SECTION 108.2: PERMITS AND LICENSING

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

SECTION 109.7: TIME OF COMPLETION

Work shall only begin 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 March 20, 2017.

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.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN November 17, 2017**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.

SECTION 109.9: LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages for failure to complete Construction Closeout by the above specified shall be \$1510 per calendar day for each calendar day in which the work remains incomplete.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, 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 described in the above referenced specifications.

BID ITEM 90002 – INTRODUCTION OF NEIGHBORHOOD RESIDENTS INTO THE CONSTRUCTION WORKFORCE THROUGH THE EMPLOYMENT OF TWO (2) APPRENTICES OR PRE-APPRENTICES

The City of Madison has determined that this contract would advance the goals of the City through the introduction of neighborhood residents into the construction workforce. To accomplish that goal, the City is supplying funds (lump sum) to provide Apprentices and/or Pre-Apprentices to the Contractor for this project. In addition to the Contractor's regular workforce, the Contractor or the Contractor's subcontractors shall establish a goal of employing at least two (2) Apprentices or Pre-Apprentices from City of Madison residents within aldermanic district 14 for an approximate total of 1040 hours. The Contractor shall coordinate the hiring of these Apprentices and / or Pre-Apprentices through the City Project Manager and the Construction Workforce Diversity Alliance of South Central Wisconsin (CWDA).

The Contractor or Contractor's subcontractors also shall make a good faith effort to find additional jobs for City of Madison residents in the district, beyond the two (2) specified above, consistent with other requirements.

The preset bid amount for this item is not tied to any specific wage and / or benefit ratio. Payment shall be based upon the actual hours worked by the Apprentices or Pre-Apprentices on this contract, undertaken by the Contractor or subcontractor, that provides the Apprentices or Pre-Apprentices with work consistent with the apprenticeship, and for classroom training. The work on this project and classroom shall be documented by payroll summaries and submitted for the project, showing actual costs incurred (hours worked, wage and benefit cost). Total payment under this item shall be equal to the actual costs documented, not to exceed \$42,000.

POINTS OF CONTACT

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

* Reference Library Maintenance and Support Center Remodel, Contract 7564 in the subject line of all emails

The City Project Managers for City Engineering; Facility Management for this contract is:

Dave Schaller, Construction Manager
Department of Public Works
Engineering Division – Facilities Management
PH: (608) 243-5891
dschaller@cityofmadison.com

Alternate:
Matt Gall, Engineer II
Department of Public Works
Engineering Division – Facilities Management
PH: (608) 267-0743
mgall@cityofmadison.com

The Project Architect for this contract is:

Tate Walker
OPN Architects
PH: (608) 819-0844
twalker@opnarchitects.com

Alternate:
Wesley Reynolds
OPN Architects
PH: (608) 819-0260
wreynolds@opnarchitects.com



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

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

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

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

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

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

January 24, 2017

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 7564
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL**

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

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

ADDENDUM NO. 1
City of Madison, Engineering Department

CONTRACT NO. 7564
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents of the subject contract and is hereby made a part of the contract documents.

A. GENERAL CONTRACT CONDITIONS –

1. Pre-bid contractor access to the Library Maintenance & Support Center may be scheduled with David Schaller or Matt Gall (contact info below).

B. GENERAL QUESTIONS AND ANSWERS –

1. There were requests during the PRE BID BUILDING TOUR for the meeting sign-in sheets. Please see attached two page sign-in document from the PRE BID BUILDING TOUR completed on Wednesday, January 18, 2017.
2. The Small Business Enterprise (SBE) Compliance package is reviewed separately from the bid proposal. After bids are opened, and the low bidder determined, only the SBE package for the low bid will be reviewed. Per SECTION C: SMALL BUSINESS ENTERPRISE, Page C-1, 2.1 Policy and Goal, "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 the award of the contract." Per SECTION C: SMALL BUSINESS ENTERPRISE, Page C-4, 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." If the SBE appeal is rejected, the SBE Compliance package for the next lowest bid will be opened and reviewed, and so on, until a responsible bidder is found.

C. ACCEPTABLE EQUIVALENTS – No change for ADDENDUM No. 1.

D. SPECIFICATIONS – No change for ADDENDUM No. 1

E. DRAWINGS – No change for ADDENDUM No. 1

F. PROPOSAL – No change for ADDENDUM No. 1.

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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>

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

For questions regarding this bid, contact:

David Schaller
City of Madison Engineering (Facilities)
Phone: (608) 243-5891
Email: dschaller@cityofmadison.com

Matt Gall
City of Madison Engineering (Facilities)
Phone: (608) 267-0743
Email: mgall@cityofmadison.com

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

Contract # 7564

PRE-BID SITE BUILDING TOUR

WEDNESDAY, JANUARY 18, 2017 (11:00 am - 1:00 PM)

ATTENDEES PLEASE SIGN-IN

NAME	COMPANY	EMAIL	PHONE
Travis Sawyer	MENONIA Plumbing + F.P.	tsawyer@menoniaplpp.com	608-220-6863
Darro Obede	S.F. Aherm	dobe,le@sfaaherm.com	608-371-3100
Mark Elmer	A&M Masonry	am-masonry335@gmail.com	715-340-8787
Jeff Austerbuck	Ideal Builders	jausterbuck@idealbuildersinc.com	608-729-2370
Claire Rowin	G.B.R. Corp	Claire@garybrownroating.com	608-279-5105
DAVID SUTTON	IKM	dsutton@ikmmechanical.com	608-222-9196
JEFF PETET	NICKLES ELECTRIC	jpette@nickleselectric.com	608-722-3456
Chris BARNETT	PIETEC ELECTRIC	chriskbarnett@pietec.com	608-824-4496
KENT HOFFMAN	S.F. AHERM	khoffman@sfaaherm.com	603-223-7900
Reiko Johnson	WALT	reikojohnson@walmart.com	(608) 842-3740
Seth Madson	Kraus-Anderson Const	seth.madson@krausanderson.com	608-838-5414
JEREMY VASKE	SULLIVAN DESIGN BUILD	JEREMY@SULLIVANDESIGNBUILD.COM	257-2289
RL HOLDEN	PAUL Reilly	RHolden@PaulReilly.com	286 9089
KEN KAELI	Service Spk	55Ken@tds.net	279-7481

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

Contract # 7564

PRE-BID SITE BUILDING TOUR

WEDNESDAY, JANUARY 18, 2017 (11:00 am - 1:00 PM)

ATTENDEES PLEASE SIGN-IN

NAME	COMPANY	EMAIL	PHONE
Travis Wellington	Hooper Corp.	twellington@hoopercorp.com	209-7421 615-654-7449
BRAD HART	Automatic Fire	BRAD@AutomaticFireSystems.com	
Nate Graney	Sullivan	nate@sullivan-design-build.com	608-661-6811
TORY MILLER	MPFP	tmiller@mononeptf.com	608-220-7920
Jason SCHULTZ	"	"	"
MIKE TOLLEY	"	"	"
JEFF WATKINS	"	"	"
Matt Hoeffner	ATS	mhoeffner@airtemperature.com	608-438-5280
Brandon Neitzel	ATS	brandon@airtemperature.com	608-669-8608
Tyler Lovitz	Harker	tyler@harkerheating.com	608-260-1595
Kyle Reynolds	COULTE	keeyreynolds@coult.com	608-345-7154
Steve Messick	Thermo Dynamics	stevem@tdhvac.com	608-588-7079
Dave Schultz	Hooper Corp	dschultz@hoopercorp.com	608-212-4894
James Sawyer	Monone Plumbing + F.P.	jsawyer@mononeptf.com	608-220-6863
Mike Braun	Braun Painting	Mike@braunpainting.com	770-1070



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

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

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

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

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

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

February 3, 2017

**NOTICE OF ADDENDUM
ADDENDUM NO. 2**

**CONTRACT NO. 7564
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL**

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

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

ADDENDUM NO. 2
City of Madison, Engineering Department

CONTRACT NO. 7564
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents of the subject contract and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **See attached documents by Architect and Engineer for full list of addendum documents.** Please attach these Addendum documents to the Drawings and Project manual in your possession.

A. **GENERAL CONTRACT CONDITIONS** – No change for ADDENDUM No.2

B. **GENERAL QUESTIONS AND ANSWERS** –

We have received questions about whether the Library would be moving out of the building before start of construction. From Section D, Special Provisions, Section 105.12 of the Bid Specs:

“The Madison Public Library currently occupies the building, and will be responsible for removing all furniture, non-building equipment, stored items, shelving and racking by March 31, 2017.”

C. **ACCEPTABLE EQUIVALENTS** – No change for ADDENDUM No.2

D. **SPECIFICATIONS** See attached document by Architect and Engineer for full list of addendum documents.

E. **DRAWINGS** – See attached document by Architect and Engineer for full list of addendum documents.

F. **PROPOSAL** – No change for ADDENDUM No. 2.

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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>

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

For questions regarding this bid, contact:

David Schaller
City of Madison Engineering (Facilities)
Phone: (608) 243-5891
Email: dschaller@cityofmadison.com

Matt Gall
City of Madison Engineering (Facilities)
Phone: (608) 267-0743
Email: mgall@cityofmadison.com

Madison Public Library Support Center

Addendum #2

2/1/2017

Item	Sheet
Code review sheet number conflict – A001 in sheet index, sheet number is AG001	A000 or AG001
Replace landscape timbers with curb and gutter	C101, C202
Indicated scale is 1:20, appears that it should be 1:10	C201, C202
Increase aggregate depth to 6" on detail 8/C300 and 5/C300 (see attached mark-up). No change to detail 6/300 per 1/27 discussion with Scott Anderson.	C300
Boiler Exhaust duct will be removed and roof patched under BPW Hazmat Abatement contract 7869 (see attached mark-up).	MD101.1, MD101.2
Indicate OA control damper location for Friends Storage 116 and Conference Room 111 (see attached mark-up). Also add to schedule.	MV101.1, M501
Exterior Break Area Concrete thickness specified at 8"	C101
Revise KEYED NOTES #5 to: RAIN GARDEN BIO INFILTRATION BED PLUGS. PLUG TO PLANTS TO MEET WI DNR APPROVED SPECIES LIST. SEE C202 FOR PLANT SPACING AND DETAILS.	L100
Roof Hatch revision to L-50 TB, thermally broken hatch with railings to meet OSHA requirement	Specs 07 72 00 - 2
Reuse Existing Dock Shelter	AD101, AD201, A201, Specs 11 13 16
Revised Loading Dock Levelers to EOD type	Spec 11 13 19.13
Eliminated spec section on bumpers - they are integral to EOD leveler	Spec 11 13 13

1. Provide sliding channel welded along top edge with adjustable height steel bracket, manufactured to fit item supported.
2. Height Above Finished Roof Surface: 8 inches, minimum.
3. Height Above Roof Deck: 16 inches, minimum.

2.02 ROOF HATCHES

- A. Manufacturers - Roof Hatches:
1. Basis-of-Design: Bilco Co., Enhanced Performance L-50TB Series.
 - a. Provide basis-of-design product or a comparable product approved during the bid process. Characteristics that comparable products must match include, but are not necessarily limited to, color, form, aesthetics, performance and texture.
- B. Roof Hatches, General: Factory-assembled steel frame and cover, complete with operating and release hardware.
1. Style: Provide flat metal covers unless otherwise indicated.
 2. Mounting: Provide frames and curbs suitable for mounting on flat roof deck.
 3. Thermally Broken Hatches: Added insulation to frame and cover; available in all manufacturer's standard, single leaf sizes; special sizes available upon request
 4. Size: As indicated on drawings.
 5. Loads: Fabricate roof hatches to withstand 40-lbf/sq. ft. external and 20-lbf/sq. ft. internal loads.
 6. For Stair Access: Single leaf; 30 by 96 inches.
 7. Finish: Manufacturer's factory applied powder coat finish.
 - a. Color: To be selected from manufacturer's standard colors.
- C. Frames/Curbs: One-piece curb and frame with integral cap flashing to receive roof flashings; extended bottom flange to suit mounting.
1. Material: Type 304 stainless steel, 14 gage, 0.0747 inch thick.
 2. Insulation: 2 inch thick polyisocyanurate board with R-value of 12.
 3. Interior Lid Liner: Manufacturer's standard metal liner of same material and finish as metal curb.
 4. Exterior Curb Liner: Manufacturer's standard metal liner of same material and finish as metal curb.
 5. Curb Height: 12 inches from surface of roof deck, minimum.
- D. Metal Covers: Flush, insulated, hollow metal construction.
1. Capable of supporting 40 psf live load.
 2. Material: Type 304 stainless steel; outer cover .090 inch thick.
 3. Insulation: Manufacturer's standard 1 inch rigid glass fiber.
 4. Gasket: EPDM, continuous around cover perimeter.
- E. Safety Railing System: Manufacturer's standard accessory safety rail system mounted directly to curb.
1. Comply with 29 CFR 1910.23, with a safety factor of two.
 2. Posts and Rails: Steel tube.
 3. Gate: Same material as railing; automatic closing with latch.
 4. Finish: Manufacturer's standard, factory applied finish.
- F. Hardware: Type 316 stainless steel, unless otherwise indicated or required by manufacturer.
1. Lifting Mechanisms: Compression or torsion spring operator with shock absorbers that automatically opens upon release of latch; capable of lifting covers despite 10 psf load.
 2. Hinges: Heavy duty pintle type.
 3. Hold open arm with vinyl-coated handle for manual release.
 4. Latch: Upon closing, engage latch automatically and reset manual release.
 5. Manual Release: Pull handle on interior.
 6. Locking: Mortise lock with cylinder to match cylinders specified in Section 08 71 00 Door Hardware. Key to match Owner's building keying system. Provide four keys per hatch.

2.03 NON-PENETRATING ROOFTOP ASSEMBLIES

- A. Manufacturers - Non-Penetrating Rooftop Assemblies:

SECTION 11 13 16 - LOADING DOCK SEALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Stationary dock shelters.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Installation Instructions: Indicate special requirements.
- C. Operation Data: Provide operating instructions, identify unit limitations.
- D. Maintenance Data: Provide unit maintenance information, lubrication cycles, spare parts manual.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Loading Dock Seals and Shelters:
 - 1. Reuse Existing Dock Shelter.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough-in wall opening and anchors are acceptable, correctly sized and aligned to tolerances.

3.02 INSTALLATION

- A. Install seal components in accordance with manufacturer's instructions.
- B. Set plumb and level.

3.03 ADJUSTING

- A. Adjust installed unit for smooth and balanced operation.

END OF SECTION

SECTION 11 13 19.13 - LOADING DOCK LEVELERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prefabricated steel leveler.
- B. Operating hardware.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories: Placement of leveler frame into concrete loading dock.
- B. Section 11 13 16 - LOADING DOCK SEALS.

1.03 ADMINISTRATION

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide materials and finish, installation details, roughing-in measurements, and operation of unit and safety lock device.
- C. Shop Drawings: Indicate required opening dimensions, tolerances of opening dimensions, placement dimensions of safety lock device, perimeter conditions of construction.
- D. Manufacturer's Installation Instructions: Indicate special requirements.
- E. Operation Data: Provide operating instructions, identify unit limitations.
- F. Maintenance Data: Provide unit maintenance information, lubrication cycles, spare parts manual.
- G. Contractor(s) to be responsible for coordinating submittal information and review comments from separate contracts for related work in other disciplines. No extension of Contract Time will be authorized because of out of sequence submittals resulting in lack of coordination.

1.05 PREINSTALLATION CONFERENCE

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Representative of scheduled meeting dates.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. Dock Leveler: Comply with MH 30.1 except for structural testing to establish rated capacity.
 - 1. General: Recessed, hinged-lip-type dock levelers designed for permanent installation in the edge of loading platform; of type, function, operation, capacity, size, and construction indicated; and complete with controls, safety devices, and accessories required.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide Rite-Hite Corporation, Edge-O-Dock Leveler or comparable product by one of the following:
 - 1) Blue Giant Equipment Corporation.
 - 2) Chalfant Dock Equipment.
 - 3) Poweramp
 - 4) Copperloy
 - 2. Operation: Manual.
 - 3. Leveler Width: 72 inch.
 - 4. Deck Length: 12 inch.
 - 5. Rated Capacity: Capable of supporting total gross load of 20000 lbs without permanent deflection or distortion.
 - 6. Hinged Lip: Nonskid steel plate.
 - a. Hinge: Full width, piano-type hinge with heavy-wall hinge tube, with gussets on lip and ramp for support.

7. Function: Dock levelers shall compensate for differences in height between truck bed and loading platform.
 - a. Vertical Travel: Operating range above platform level of sufficient height to enable lip to extend and clear truck bed before contact with the following minimum working range:
 - 1) Above Adjoining Platform: 3 inches.
 - 2) Below Adjoining Platform: 3 inches.
 - B. Construction: Fabricate dock-leveler frame, platform supports, and lip supports from structural- or formed-steel shapes. Weld platform and hinged lip to supports. Fabricate entire assembly to withstand deformation during both operating and stored phases of service. Chamfer lip edge to minimize obstructing wheels of material-handling vehicles.
 1. Cross-Traffic Support: Manufacturer's standard method of supporting ramp at platform level in stored position with lip retracted. Provide a means to release supports to allow ramp to descend below platform level.
 2. Maintenance Strut: Integral strut to positively support ramp in up position during maintenance of dock leveler.
 - C. Accessories:
 - D. Finish: Manufacturer's standard galvanized finish
 - E. Deck: 1/4 inch steel checker plate deck, reinforced on underside, welded to fabricated steel frame; counter balanced with 16 inch long automatically operated plate lip; lip to lock in downward vertical position when leveler is at rest at dock level.

2.02 TRUCK RESTRAINTS

- A. General: Truckers shall chock their wheels.

2.03 ACCESSORIES

- A. Dock Bumpers: Specified in Section 11 13 13.
- B. Loading Dock Seals and Shelters: Specified in Section 11 13 16.

2.04 FINISHES

- A. Leveler Platform: Factory enameled finish.
- B. Leveler Frame: Factory enameled finish.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough-in openings are acceptable.

3.02 INSTALLATION

- A. Install dock leveler unit in prepared opening in accordance with manufacturer's instructions.
- B. Set square and level.

3.03 ADJUSTING

- A. Adjust installed unit for smooth and balanced operation.
- B. Test dock levelers for vertical travel within operating range indicated.
- C. After completing installation of exposed, factory-finished loading dock equipment, inspect exposed finishes and repair damaged finishes.

3.04 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain loading dock equipment.

3.05 WASTE MANAGEMENT

- A. Separate and dispose of waste in accordance with the Project's Waste Management Plan.

END OF SECTION



Department of Public Works

Engineering Division

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Facilities & Sustainability

Jeanne E. Hoffman, Manager

Operations Manager

Kathleen M. Cryan

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

February 8, 2017

NOTICE OF ADDENDUM ADDENDUM NO. 3

CONTRACT NO. 7564 LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

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

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

ADDENDUM NO. 3

City of Madison, Engineering Department

**CONTRACT NO. 7564
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents of the subject contract and is hereby made a part of the contract documents.

This addendum consists of the following documents:

• **See attached documents by Architect and Engineer for full list of addendum documents.**
Please attach these Addendum documents to the Drawings and Project manual in your possession.

- A. **GENERAL CONTRACT CONDITIONS** – No change for ADDENDUM No.3
- B. **GENERAL QUESTIONS AND ANSWERS** – No change for ADDENDUM No.3
- C. **ACCEPTABLE EQUIVALENTS** – See attached document by Architect and Engineer for full list of addendum documents.
- D. **SPECIFICATIONS** See attached document by Architect and Engineer for full list of addendum documents.
- E. **DRAWINGS** – No change for ADDENDUM No.3
- F. **PROPOSAL** – No change for ADDENDUM No.3

For questions regarding this bid, contact:

David Schaller
City of Madison Engineering (Facilities)
Phone: (608) 243-5891
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Matt Gall
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Madison Public Library Support Center

Addendum #3

2/7/2017

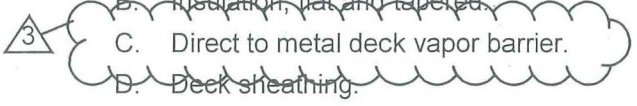
Item	Sheet
Sectional Doors: 2" specified (Sec 2.02), but 3" door (OH Door Co model 850) called out. See Sec 2.01 . Removed reference to Overhead Door product. Doors that meet the specifications are allowable. Clopay 3220 door is basis of design.	Specification 08 36 13
Sheet metal flashing: Sections revised to require 0.05" thich pre-finished aluminum.	Specification 07 62 00 (section 2.04)
Included Vapor Barrier definition in roof specs	Specification 07 53 00

SECTION 07 53 00 - ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, adhered conventional application.
- B. Insulation, flat and tapered.
- C. Direct to metal deck vapor barrier.
- D. Deck sheathing.
- E. Flashings.
- F. Fascia.



1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 01 50.19 - Preparation for Re-Roofing.
- C. Section 07 62 00 - SHEET METAL FLASHING AND TRIM: Counterflashings and copings.
- D. Section 07 72 00 - Roof Accessories: Roof-mounted units.
- E. Section 07 90 05 - Sealants.
- F. Section 08 62 00 - Unit Skylights: Skylight frame, integral curb, and counterflashing.

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension; 2006a.
- C. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers; 2000 (Reapproved 2012).
- D. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2013.
- E. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of associated counterflashings installed under other sections.

1.05 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience. Additionally, provide surety that roofing materials are compatible with adjacent weather and water barrier membrane systems.
- C. Comply with all local code requirements.
- D. Prevent chemical contaminants from coming into direct contact with the roofing membrane. If resistance to specific chemicals is required, contact the manufacturer/supplier for recommendations.

1.06 SUBMITTALS

- A. Product Data: Provide data indicating membrane materials, flashing materials, insulation, fasteners, and sealants.
- B. Shop Drawings: Include plans, elevations, sections and details which indicate joint or termination detail conditions, setting plan for tapered insulation, mechanical fastener layout, and

conditions of interface with other materials adjacent to the roofing system. Shop drawings must be signed and certified as meeting requirements of roofing warranty indicated; prior to beginning installation.

- C. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- E. Manufacturer's Certification: Certify that project has been reviewed by roofing system manufacturer prior to installation and installation detailed in shop drawings is approved by manufacturer as meeting warranty requirements indicated.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.07 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Source Limitations: Products used in the work included in this section shall be produced or supplied by the manufacturer and must have a history of successful production acceptable to the Owner.
- D. All products (including insulation, fasteners, fastening plates and edgings) must be manufactured and/or supplied by the roofing system manufacturer and covered by the warranty.
- E. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- F. Preinstallation Roofing Conference: A pre-installation conference shall be held two weeks prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Attendance shall include the contractors of adjacent systems and substrates, and the roofing system manufacturer representative. Agenda for meeting shall include but not be limited to the following:
 - 1. Review of approved submittals.
 - 2. Review of surface preparation, minimum curing period and installation procedures.
 - 3. Review of special details and flashings.
 - 4. Sequence of construction, responsibilities and schedule for subsequent operations.
 - 5. Review of mock-up requirements.
 - 6. Review of inspection, testing, protection and repair procedures.
- G. Manufacturer Account Reps must be notified at project initiation
 - 1. Pre-Installation Notice (PIN) must be submitted

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Store products in weather protected environment, clear of ground and moisture, moisture, soiling, and other sources.
- C. Protect foam insulation from direct exposure to sunlight.
- D. Handle and store roofing materials and place equipment in a manner to avoid overloading and /or permanent deflection of deck.

1.09 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.

- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F without manufacturer's approval specific to this project.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Only as much of the new roofing as can be made weather-tight each day including all flashings and detail work, shall be installed.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.10 WARRANTY

- A. Warranty: Total System Warranty, no dollar limit, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks from incidental membrane punctures.
 - 1. Warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, and other components of membrane roofing system.
 - 2. Warranty shall include peak wind speed of 72 mph and 2" hail coverage.
 - 3. Warranty Period: 30 years from date of Substantial Completion.
 - 4. Warranty shall include labor and materials.
- B. Pro-rated System Warranties shall not be accepted.
- C. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the Architect and building owner seventy-two (72) hours prior to the manufacturer's final inspection.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Systems: Provide one of the following:
 - 1. Firestone.
 - 2. Johns Manville: www.specjm.com
- B. Fascia
 - 1. Firestone Building Products; Anchored Platinum Extended Fascia APEF-130, Black

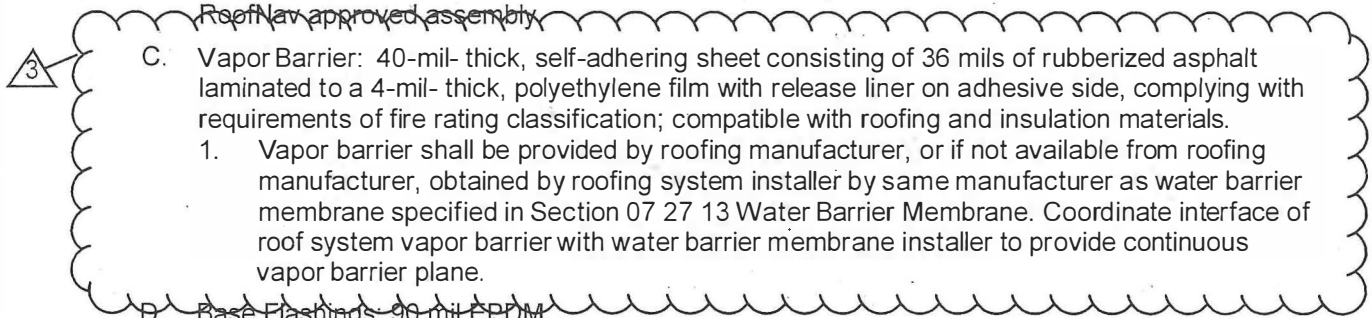
2.02 ROOFING

- A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing Assembly Requirements:
 - 1. Insulation Thermal Value (R), minimum: 30; provide insulation of thickness required.
- C. Acceptable Insulation Types - Constant Thickness Application:
 - 1. Minimum 2 layers of polyisocyanurate board.
 - 2. Provided by membrane manufacturer.
- D. Acceptable Insulation Types - Tapered Application:
 - 1. Provide factory-tapered polyisocyanurate insulation boards fabricated to slope of 1/2 inch per 12 inches unless otherwise indicated.
 - 2. Provided by membrane manufacturer.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non-reinforced; complying with minimum properties of ASTM D 4637.
 - 1. Thickness: 0.090 inch.
 - 2. Color: Black.
 - 3. Tensile Strength: 1300 psi, measured in accordance with ASTM D412.
 - 4. Ultimate Elongation: 300 percent, measured in accordance with ASTM D412.
 - 5. Tear Strength: 150 lbf/in, measured in accordance with ASTM D624.

- B. Seaming Materials: Manufacturer's standard pre-manufactured synthetic-rubber polymer primer and butyl splice tape with release film or as required by manufacturer's warranty and FM Global RoofNav approved assembly.

- 3 

C. Vapor Barrier: 40-mil- thick, self-adhering sheet consisting of 36 mils of rubberized asphalt laminated to a 4-mil- thick, polyethylene film with release liner on adhesive side, complying with requirements of fire rating classification; compatible with roofing and insulation materials.

1. Vapor barrier shall be provided by roofing manufacturer, or if not available from roofing manufacturer, obtained by roofing system installer by same manufacturer as water barrier membrane specified in Section 07 27 13 Water Barrier Membrane. Coordinate interface of roof system vapor barrier with water barrier membrane installer to provide continuous vapor barrier plane.

- D. Base Flashings: 90-mil EPDM.

- E. Flexible Flashing Material: Same material as membrane.

2.04 DECK SHEATHING AND COVER BOARDS

- A. Faced Polyisocyanurate Cover Board: High compressive strength board, complying with ASTM C1289, Type II, Class 4, glass fiber mat both faces, and with the following characteristics:

1. Compressive Strength: 80 psi.
2. Board Size: 48 by 96 inch.
3. Board Thickness: 0.5 inch.
4. Thermal Resistance: R-value of 2.0 min..

2.05 INSULATION

- A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type II, Class 2, polymer bonded glass fiber mat both faces and with the following characteristics:

1. Compressive Strength: 16 psi nominal.
2. Board Thickness: 5 inch. Install in two layers with staggered joints.
3. Board Edges: Square.
4. Tapered Units: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.

2.06 ACCESSORIES

- A. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, thickness as required by manufacturer's warranty and per FM Global RoofNav approved assembly, but not less than 1/2 inch, factory primed.
- B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- C. Pre-Cut Tapered Insulation:
- D. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- G. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- H. Fasteners: Factory-coated steel fasteners and 18-20 ga. metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer to obtain specified warranty.
- I. Expansion Joints: Provide roofing manufacturer's standard expansion joint assemblies with prefabricated units for corner and joint intersections and horizontal and vertical transitions including those to other building expansion joints, splicing units, adhesives, coatings and other components as recommended by roofing manufacturer for a complete installation covered under the specified warranty.

1. Curb-to-Curb and Cant-to-Wall expansion joint covers to be manufactured units similar to Johns Manville Expand-O-Flash expansion joint covers.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
- K. Sealants: As recommended by membrane manufacturer.
- L. Minimize roof penetrations. If structural penetrations are unavoidable, use round structural steel shapes to facilitate flashing. Means of thermal break shall be accounted for. Equipment supports for rooftop mounted equipment shall be a minimum 18 inches height. Use prefabricated equipment supports where possible. Equipment support frames or stands shall provide following working clearances:

Width of Equipment	Height of Legs (above Finished Roof)
1. Up to 37"	18"
2. 37 - 49"	24"
3. 49 - 61"	30"
4. Over 60"	48"
- M. Walkway Pads: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick, and acceptable to membrane roofing system manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.
- F. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- G. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast. Place temporary roof drain grates when roof drain plugs are not in place.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Install nailers as specified in Section 06 10 00 - Rough Carpentry and as required by manufacturer's approved shop drawings.
- E. Handle and store roofing materials and place equipment in a manner to avoid overloading and /or permanent deflection of deck.

3.03 SLOPE AND DRAINAGE

- A. The roof shall have a minimum design slope of 1/4 inch per foot. Provide tapered insulation as required to achieve required slope. Use crickets, saddles and edge strips (tapered at 2 times slope) to direct water from penetrations and parapet walls.

B. Locate roof drains at projected low points. All roofs shall have overflow systems.

3.04 VAPOR RETARDER AND INSULATION - UNDER MEMBRANE

A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Apply vapor barrier to substrate board surface with adhesive in accordance with manufacturer's instructions.

1. Extend vapor barrier under cant strips and blocking to deck edge.
2. Install flexible flashing from vapor barrier to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.

D. Ensure vapor barrier is clean and dry, continuous, and ready for application of insulation.

E. Tapered Insulation:

1. Install tapered insulation with slope direction as indicated on the approved shop drawings. Miter cut all panels at valleys for tight fit and alignment throughout valley length.
2. Install tapered saddles in valleys, where indicated on the approved drawings in the sizes shown. End of saddle shall provide or slope into the sump at the drainage device. End of saddle shall be of sufficient width at sump such that flat spots do not occur in valley. Saddle slope shall be twice the field slope, unless otherwise noted on the drawings.
3. Utilize tapered insulation panels and tapered edge strips to construct sumps at roof drains and scuppers, where detailed. Size shall be as shown in approved shop drawings. Delete thermal insulation within sumps, as required, for installation of tapered panels, so as to provide continuous slope to drainage device, without creating a sharp/steep sloped transition. At no time shall slope within drain sump exceed 1:12, unless otherwise noted in drawings.
4. Install tapered crickets on the upslope sides of all rectangular penetrations with a dimension greater than 18" perpendicular to slope. Cricket slope shall be twice the field's slope, unless otherwise noted on drawings.
5. Utilize tapered edge strip at transitions in construction of more than 1/4 inch, and in other specified locations, to provide a smooth transition and proper support for the membrane system or subsequent insulation layer. Field cut and shape edge strip as required. Direct slope of edge strip so as to provide for proper drainage.
6. Verify that tapered insulation is properly installed according to the approved shop drawings and that no irregularities exist that will result in ponding water in the finished roof system.

F. Attachment of Insulation:

1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions. Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - a. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
 - b. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck to resist uplift pressure at corners, perimeter, and field of roof.
 - c. Install fasteners in upper flutes of metal deck.
 - 1) Where it is not possible to install fasteners in upper flutes of deck, trim fastener 3/8" from surface of deck flute.

G. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.

H. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

I. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.

- J. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- K. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- L. At roof drains, use boards cut to slope to slope down to roof drains over a distance of not less than 18 inches.
- M. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck.
 - 1. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.
 - 2. Provide supplemental fasteners as required by manufacturer's warranty.
- N. Do not apply more insulation than can be covered with membrane in same day.

3.05 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate required by manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeters.
 - 1. Provide supplemental membrane securement as required by manufacturer's warranty.
- E. Overlap edges and ends and seal seams by contact tape or adhesive, minimum 5.5 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- F. Base Flashing Installation:
 - 1. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
 - 2. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
 - 3. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
 - 4. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
 - 5. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.
 - 6. Termination bars to be covered with a reglet and counterflashing even if not required by manufacturer's warranty.
- G. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 6 inches onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
 - 3. Install in accordance with manufacturer's warranty requirements.
- H. Around roof penetrations, seal flanges and flashings with flexible flashing.
 - 1. Install in accordance with manufacturer's warranty requirements.
- I. Install roofing expansion joints where indicated. Make joints watertight.
 - 1. Install in accordance with manufacturer's warranty requirements.
- J. Coordinate installation of roof drains and related flashings.
 - 1. Install in accordance with manufacturer's warranty requirements.
- K. Install walkway pads in accordance with manufacturer's instructions.

3.06 FIELD QUALITY CONTROL

- A. Pre-Installation Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roof deck prior to installation and submit report to Architect.
 - 1. Notify Architect or Contracting Officer one week in advance of date and time of inspection.

- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
 - 1. Notify Architect or Owner a week in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.07 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, and gutters.
- B. Reglets and accessories.

1.02 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- B. Samples for Verification: For each type of exposed finish required, prepared on samples of size below:
 - 1. Sheet Metal Flashing: 12 inches long. Include fasteners, closures, and other attachments.
 - 2. Trim: 12 inches long. Including fasteners and other exposed accessories.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 0.050 inch thick; plain finish shop pre-coated with fluoropolymer coating.
 - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: Black.
- B. Stainless Steel: ASTM A666, Type 304, soft temper, 0.025 inch thick; smooth No. 4 finish.

2.02 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolt, and other suitable fasteners designed to withstand design loads.
 - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed with hex washer heads.

3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
4. Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws. Use stainless steel fasteners.
- C. Underlayment: ASTM D226/D226M, organic roofing felt, Type I ("No. 15").
- D. Slip Sheet: Rosin sized building paper.
- E. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- F. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- G. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- H. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound.
- I. Protective Backing Paint: Zinc molybdate alkyd.

2.03 FABRICATION, GENERAL

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.

2.04 SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96 inch long, but not exceeding 10 foot long sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg. Miter corners, seal watertight. Fabricate from the following material:
 1. Pre-finished Aluminum: 0.050 inch.
- B. Roof Penetration Flashing: Fabricate from the following material:
 1. Stainless Steel: 0.025 inch.
- C. Roof-Drain Flashing: Fabricate from the following material:
 1. Stainless Steel: 0.025 inch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement and to comply with SMACNA's "Architectural Sheet Metal Manual". Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
- B. Secure flashings in place using concealed fasteners.
- C. Apply plastic cement compound between metal flashings and felt flashings.

- D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar materials.
- E. Install exposed sheet metal flashing and trim without excessive oil canning, buckling and tool marks.
- F. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds and elastomeric sealant.
- G. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- H. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49.
 - 1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 16 inch centers.
 - 2. Anchor interior leg of coping with screw fasteners at washers at 18 inch centers.
- I. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof.
- J. Miscellaneous Trims: Install with concealed fastener. Install work with laps, joints and seams that will be permanently watertight.
- K. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

CITY OF MADISON
LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL
MADISON, WI

OPN PROJECT NO. 15617000
CONTRACT NO. 7564
MUNIS NO. 10001-50-140

SECTION 08 36 13 - SECTIONAL DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Overhead sectional doors, electrically operated.
- B. Operating hardware and supports.
- C. Electrical controls.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Steel channel opening frame.
- B. Section 07 90 05 - Joint Sealers: Perimeter sealant and backup materials.
- C. Section 26 05 34 - Conduit: Empty conduit from control units to door operator.
- D. Section 26 27 17 - Equipment Wiring.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- C. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2002 (Reapproved 2010).
- D. DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors; Door & Access Systems Manufacturers' Association, International; 2004.
- E. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association; 2014.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Product Data: Show component construction, anchorage method, and hardware.
- D. Manufacturer's Installation Instructions: Include any special procedures required by project conditions.
- E. Operation Data: Include normal operation, troubleshooting, and adjusting.
- F. Maintenance Data: Include data for motor and transmission, shaft and gearing, lubrication frequency, spare part sources.
- G. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 3 years of experience.
- C. Conform to applicable code for motor and motor control requirements.
- D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for warranty requirements.

- B. Correct defective Work within a 5 year period after Date of Substantial Completion.
- C. Warranty: Include coverage for electric motor and transmission.
- D. Provide five year manufacturer warranty for electric operating equipment.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- 3
- A. Basis-of-Design: The design for sectional overhead doors is based on the products indicated. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
 1. Clopay Corporation; 3220: www.clopaydoor.com.

2.02 STEEL DOOR COMPONENTS

- A. Steel Doors: Flush steel, insulated; standard clearance operating style with track and hardware.
 1. Performance: Withstand positive and negative wind loads equal to 1.5 times design wind loads specified by local code without damage or permanent set, when tested in accordance with ASTM E330, using 10 second duration of maximum load.
 2. Door Assembly: Metal/foam/metal sandwich panel construction, with 1-3/4 inch wide PVC thermal break and patents pending weather-tight Dual Barrier tongue-in-groove meeting joints.
 3. Door Nominal Thickness: 2 inches thick.
 4. Exterior Steel: .015 inch, hot-dipped galvanized.
 5. Exterior Finish: Factory finished with acrylic baked enamel; color as selected from manufacturers standard line.
 6. Interior Finish: Factory finished with acrylic baked enamel; color as selected from manufacturers standard line.
 7. End Stiles: 18 gauge single end stiles. Provide with thermal break to prevent heat/cold transfer.
 8. Glazed Lights: Full panel width, 3 row; set in place with resilient glazing channel.
 9. Thermal Values: Calculated R-value of 9 min.
 10. Hardware: Galvanized steel hinges and fixtures. Ball bearing rollers with hardened steel races.
 11. Weatherstripping:
 - a. Weatherstripping:
 - 1) PVC retainer with dual durometer PVC bulb seal.
 - 2) Factory installed Flexible Header seal.
 - 3) EPDM bottom bulb seal.
 - 4) Exclusive Advanced Performance Jamb seals.
 12. Partial Glazing of Steel Panels: Color match frame with color of door, 1/2 inch insulated glazing.
 13. Finish and Color: Two coat baked-on polyester, color to be selected by Architect from manufacturer's full range of colors.
- B. Glazing: Fully tempered glass; single pane; clear; 1/2 inch thick.

2.03 DOOR COMPONENTS

- A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration indicated, sized for door size and weight, designed for lift type and clearances indicated on Drawings. Provide complete track assembly including brackets, bracing, and reinforcement for rigid support of ball-bearing roller guides for required door type and size. Slot vertical sections of track spaced 2 inches apart for door-drop safety device. Slope tracks at proper angle from vertical or design tracks to ensure tight closure at jambs when door unit is closed. Powder coat all tracks and brackets for aluminum doors, white color. Track to extend vertically to underside of structure before turning horizontally - ensure all mechanicals are functional and do not interfere with existing structure.
- B. Hinge and Roller Assemblies: Heavy duty (14 gage) double hinges and adjustable roller holders of galvanized steel; floating hardened steel bearing rollers, located at top and bottom of each panel, each side.

- C. Lift Mechanism: Torsion spring on cross head shaft, with braided galvanized steel lifting cables. Connect to door with galvanized aircraft-type lift cables with cable safety factor of at least 7 to 1. Provide springs calibrated for a minimum of 50,000 cycles. Provide spring bumpers.
 - 1. Cable Safety Device: Include a spring-loaded, steel or bronze cam mounted to bottom door roller assembly on each side and designed to automatically stop door if either cable breaks.
 - 2. Bracket: Provide anchor support bracket as required to connect stationary end of spring to the wall and to level shaft and prevent sag.
- D. Sill Weatherstripping: Resilient hollow rubber strip, one piece; fitted to bottom of door panel, full length contact.
- E. Jamb Weatherstripping: Roll formed steel section full height of jamb, fitted with resilient weatherstripping, placed in moderate contact with door panels.
- F. Head Weatherstripping: EPDM rubber seal, one piece full length.
- G. Panel Joint Weatherstripping: Neoprene foam seal, one piece full length.
- H. Chain Lock Keeper: Suitable for padlock.
- I. Provide safety interlock switch to disengage power supply when door is locked.

2.04 MATERIALS

- A. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G60/Z180 coating, plain surface.
- B. Float Glass: Provide float glass glazing, unless noted otherwise.
 - 1. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
- C. Insulation: CFC-free and HCFC-free polyurethane, fully encapsulated.

2.05 ELECTRICAL OPERATION

- A. Operator, Controls, Actuators, and Safeties: Comply with UL 325; provide products listed by a testing agency acceptable to authorities having jurisdiction.
- B. General: Provide heavy-duty, electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycle requirements specified to move door in either direction at not less than 2/3 foot nor more than 1 foot per second; with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
- C. Comply with NFPA 70.
- D. Disconnect Device: Hand-operated disconnect device for automatically engaging operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount disconnect device and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- E. Electrical Characteristics:
 - 1. Provide hp as recommended by manufacturer for door size, but not less than 1/2 hp.; manually operable in case of power failure, transit speed of not less than 12 inches per second.
 - 2. 115 volts, single phase, 60 Hz.
- F. Motor: NEMA MG 1, Type 1.
- G. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.
- H. Disconnect Switch: Factory mount disconnect switch in control panel.
- I. Electric Operator: Side mounted on cross head shaft, adjustable safety friction clutch; brake system actuated by independent voltage solenoid controlled by motor starter; enclosed gear driven limit switch; enclosed magnetic cross line reversing starter; mounting brackets and hardware.

- J. Safety Edge: At bottom of door panel, full width; electro-mechanical sensitized type, wired to stop door upon striking object; hollow neoprene covered to provide weatherstrip seal.
- K. Safety Beams: Manufacturer's photoelectric safety sensors to reverse door. Provide two on each side of every sectional door. Locate at two different heights as directed by Owner.
- L. Control Station: Standard three button (open-close-stop) momentary type control for each electric operator.
 - 1. 24 volt circuit.
 - 2. Surface mounted.
 - 3. Locate at inside door jamb.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- B. Verify that electric power is available and of the correct characteristics.

3.02 PREPARATION

- A. Prepare opening to permit correct installation of door unit to perimeter air and vapor barrier seal.

3.03 INSTALLATION

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Anchor assembly to wall construction and building framing without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware.
- E. Coordinate installation of electrical service. Complete power and control wiring from disconnect to unit components.
- F. Accessibility: Install sectional doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.
- G. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07 90 05.

3.04 TOLERANCES

- A. Maximum Variation from Plumb: 1/16 inch.
- B. Maximum Variation from Level: 1/16 inch.
- C. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch from 10 ft straight edge.
- D. Maintain dimensional tolerances and alignment with adjacent work.

3.05 ADJUSTING

- A. Adjust door assembly for smooth operation and full contact with weatherstripping.
- B. Have manufacturer's field representative present to confirm proper operation and identify adjustments to door assembly for specified operation.

3.06 CLEANING

- A. Clean doors and frames.
- B. Remove temporary labels and visible markings.

3.07 PROTECTION

- A. Protect installed products from damage during subsequent construction.
- B. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

END OF SECTION

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE: LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL

CONTRACT NO. 7564

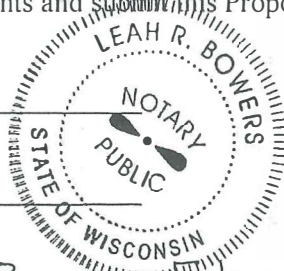
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 3 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Kenneth F. Sullivan Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin, a partnership consisting of N/A; an individual trading as N/A; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

[Handwritten Signature]
RESIDENT

TITLE, IF ANY



Sworn and subscribed to before me this 8 day of February, 2017.

[Handwritten Signature]

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/28/19

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

Contract 7564 – Kenneth F. Sullivan Co, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

None

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

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

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

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

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

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

CONTRACT NO. 7564

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company:	Kenneth F. Sullivan Co., Inc.
Address:	1314 Emil St, Madison, WI 53713
Telephone Number:	6082572289
Fax Number:	6082572906
Contact Person/Title:	Jeremy Vaske / Sr Project Manager

Prime Bidder Certification

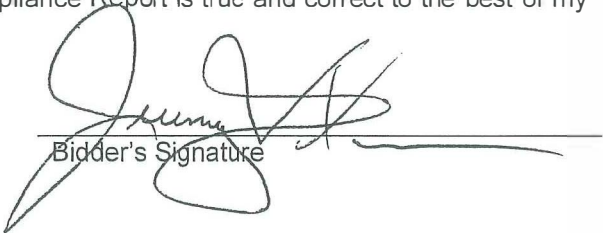
Name:	Jeremy Vaske
Title:	Sr. Project Manager
Company:	Kenneth F. Sullivan Co., Inc.

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



Witness' Signature
2-10-17

Date



Bidder's Signature

LIBRARY MAINTENANCE AND SUPPORT CENTER REMODEL

CONTRACT NO. 7564
DATE: 2/10/17

Kenneth F. Sullivan Co.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL - LUMP SUM	1.00	\$2,191,000.00	\$2,191,000.00
90002 - ALLOWANCE. See Special Provisions, Section D for bid item description (Neighborhood Workforce) - LUMP SUM	1.00	\$42,000.00	\$42,000.00
2 Items	Totals		\$2,233,000.00

SECTION G: BID BOND

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

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

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL CONTRACT NO. 7564

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

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

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

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

Seal PRINCIPAL

Kenneth F. Sullivan Co.

Name of Principal



By

JOHN FINLEY PRESIDENT

Name and Title

2/22/17

Date

Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety



By

Sheila Blum, Attorney-in-fact

Name and Title

2/22/17

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6517202 for the year 2017, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

2/22/17

Date



Agent Signature

9701 Brader Way #100

Address

Middleton, WI 53562

City, State and Zip Code

608-830-5805

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 225411

Certificate No. 006954343

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

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

of the City of Madison, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of August, 2016.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 20 17


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 8th day of March in the year Two Thousand and Seventeen between KENNETH F. SULLIVAN CO., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 7, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL CONTRACT NO. 7564

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO MILLION TWO HUNDRED THIRTY-THREE THOUSAND AND NO/100 (\$2,233,000.00) 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 Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(1), 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.

**LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL
CONTRACT NO. 7564**

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

Countersigned:

Paul Bowes 3-8-17
Witness Date
Paul Bowes 3-8-17
Witness Date

KENNETH F. SULLIVAN CO.
Company Name
[Signature] 3/8/17
President Date
[Signature] 3/8/17
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature]
Finance Director
Signed this 30th day of March, 2017
[Signature]
Witness
[Signature]
Witness

Approved as to form:
[Signature]
City Attorney
[Signature] 30 March 2017
Mayor Date
[Signature] 3-17-2017
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we KENNETH F. SULLIVAN CO. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO MILLION TWO HUNDRED THIRTY-THREE THOUSAND AND NO/100 (\$2,233,000.00) 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:

**LIBRARY MAINTENANCE & SUPPORT CENTER REMODEL
CONTRACT NO. 7564**

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 8th day of March

Countersigned:

[Signature]
Witness

[Signature]
Secretary

KENNETH F. SULLIVAN CO.
Company Name (Principal)

[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact Sheila Blum

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6517202 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/8/17
Date

[Signature]
Agent Signature





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 225411

Certificate No. 006954347

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

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

of the City of Madison, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of August, 2016.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 20 17.


Kevin E. Hughes, Assistant Secretary



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