

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

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

Project: Public Health Office Remodel

Contract No.: 8182
 Enactment No.: 18-00540
 Dollar Amount: 1,474,158.00

File No.: 52199
 Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8.2.18 FNJ
Risk Manager	8/6/18	8/6/18 RN
Finance Director	07-07-2018	8/14/18 MCR
City Attorney	8-17-18	8-21-18
Mayor	08.21.18	08.22.18

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

Original + 2 Copies

07/31/2018 11:58:57 enjls - Mike Schuchardt 261-9249

Dis Rights: OK (N/A) Problem - Hold
 Prev Wage: (N/A) Agency / No
 Contract Value: 1,474,158⁰⁰
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / (PW) Goal / Loan / Agrmt

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File #:	52199	Version: 1	Name:	Awarding Public Works Contract No. 8182, Public Health Office Remodel.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00540
Title:	Awarding Public Works Contract No. 8182, Public Health Office Remodel. (4th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8182.pdf</u>			

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

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8182, Public Health Office Remodel. The total estimated cost of the project is \$1,592,090. The Public Health Capital Budget includes \$2,199,328 for Remodel of Office Space (Munis project 17047) funded by GO Borrowing. Funding is available in this project for the contract.

Title

Awarding Public Works Contract No. 8182, Public Health Office Remodel. (4th AD)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low 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. 8182) for itemization of bids.



PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8182
PUBLIC HEALTH OFFICE REMODEL

JOE DANIELS CONSTRUCTION CO., INC.

\$1,474,158.00

Acct. No. 17047-32-140:54210 (91065)
Contingency 8%±

\$1,474,158.00
117,932.00

GRAND TOTAL

\$1,592,090.00

Jurisdiction: Wisconsin

Demographics

Company Name: Cincinnati Insurance Company, The
Short Name:
SBS Company Number: 54220104
NAIC CoCode: 10677
FEIN: 31-0542366
Domicile Type: Foreign
State of Domicile: Ohio
Country of Domicile: United States
NAIC Group Number: 244 - CINCINNATI FIN GRP
Organization Type: Stock
Date of Incorporation: 08/02/1950
Merger Flag: No

Address

Business Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Mailing Address

PO BOX 145496
 CINCINNATI, OH 45250
 United States

Statutory Home Office Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Main Administrative Office Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(513) 603-5500
Business Primary Phone	(513) 870-2000

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

Status: Active

Status Reason:

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Effective Date: 10/01/1974
Legacy State ID: 112170
Issue Date: 10/01/1974
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

mckenna

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	03/16/2018	03/15/2019
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	03/16/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

Filter

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

First Previous 1 Next Last

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date				
	Cincinnati Insurance Company, The					
		First	Previous	1	Next	Last

\$1,474,158.00
FILE

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PUBLIC HEALTH OFFICE REMODEL

CONTRACT NO. 8182

MUNIS NO. 17047

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182**

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RD-3 CCB ASBESTOS TESTING RESULTS

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: bc

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:	PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO.:	8182
SBE GOAL	5%
BID BOND	5%
PRE-BID WALKTHROUGH (1:30 P.M.)	MAY 30, 2018
SBE PRE BID MEETING (10:30 A.M.)	JUNE 22, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 21, 2018
BID SUBMISSION (2:00 P.M.)	JUNE 28, 2018
BID OPEN (2:30 P.M.)	JUNE 28, 2018
PUBLISHED IN WSJ	MAY 17, 24, 31 & JUNE 7, 14, 21, 2018

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

PRE-BID WALKTHROUGH: A pre-bid walkthrough will be conducted at the existing Public Health suite located on the 5th floor (room 507) of the City-County Building at 210 Martin Luther King Jr Blvd. per time and date above.

This will be the only opportunity for bidding contractors to walk through the site. All bidders are encouraged to attend.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted via email to the Project Manager for City Engineering, Facilities Management. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email to bcooper@cityofmadison.com and reference Public Health Office Remodel in the subject line.

The deadline for receiving bidder questions and clarifications shall be 12:00pm (noon) on Friday June 15, 2018. No additional questions or requests for clarifications will be received after this deadline.

Responses to bidder questions and clarifications to be posted to City bidding website by Friday, June 22.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)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 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS
PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182

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.

ARTICLE 102.9 **BIDDER'S UNDERSTANDING**

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

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

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

SECTION 102.12 **BEST VALUE CONTRACTING**

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

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, July 26, 2018**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, July 25, 2018.

ARTICLE 104 **SCOPE OF WORK**

The Public Health Department of Madison & Dane County is currently located on the 5th floor (room 507) of the City-County Building at 210 Martin Luther King Jr. Blvd. This contract is for a comprehensive remodel of the Public Health Suite. The Owner for this project is the City of Madison. The summary of work for this project includes, but is not limited to,

- Comprehensive demolition of the existing office suite
- Interior architectural remodel of suite
- Expansion of suite to incorporate public corridor, purchased by public health as part of the project
- Replacement of HVAC/electrical/plumbing distribution systems
- Replacement of existing fire sprinkler system
- Replacement of low-voltage wiring

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

This project is an interior office remodel of a vacant office suite(s) inside of an otherwise occupied building (the City-County Building for City of Madison and Dane County, Wisconsin). The City of Madison Mayor's Office, Finance Office, and Attorney's office are directly below the Public Health suite, and the Dane County jail is located directly above the Public Health suite. The building operator for the City-County Building is Dane County Facilities Management.

Access to the Public Health suite shall be through designated construction paths. No material transport shall occur in the public and/or occupied areas without coordination with the Construction Manager for City Engineering. Work requiring access to locations not included in the general area for work shown on the bid documents shall be coordinated with the Construction Manager for City Engineering.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2018 Edition
- These Special Provisions including all plans and specifications as noted below
- All Addenda to the bidding documents

PLANS AND SPECIFICATIONS:

Bid Document Plan Set dated May 17, 2018

Bid Document Specification (Divisions 00-28) dated May 17, 2018

DSPS Conditional Approval Letter

The following reference documents are provided

Available Project Information:

REF DOC 1 – CCB Original CD Documents –existing building information, including structural details

REF DOC 2 – Lands for Work

REF DOC 3 – A&A Asbestos/Lead Inspection Report; December 8, 2017

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with 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 the Project Manager for City Engineering 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 Project Manager for City Engineering 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, and 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

As indicated in section 104.1 LANDS FOR WORK this project is surrounded by occupied office spaces and a county jail.

- All excessive noisy activities will need to be coordinated and scheduled with the Construction Manager for City Engineering. Trenching work for the installation of the electrical/data floor duct must be completed outside normal hours (i.e. Monday through Friday 7:00 AM to 4:30 PM).
- Access to spaces outside the primary work zones and paths shall be coordinated and scheduled with the Construction Manager for City Engineering.
 - Provide an anticipated work schedule including number of people, type of access, equipment, and duration. Schedule shall be supplied at least five (5) working days prior to the date access will be required.
 - All tools, equipment, and materials shall be mobile and shall be moved back to the Public Health suite at the end of each work day.
 - All adjacent spaces will be hermetically sealed to minimize dust and debris from entering adjacent office spaces. Any common areas including but limited to hallways, freight elevator, and roof access (if utilized) shall be cleaned of dust and debris at the end of each work day.
- The Contractor shall coordinate building access, elevator access, and dumpster locations with the Construction Manager for City Engineering. No off-street parking will be available. Only temporary street offloading will be acceptable. The freight elevator will be available for contractor use on a non-exclusive basis. Public elevators are not available for contractor use.
- Periodically, there may be requests for tours of the building project by persons not directly related to the design/construction project while under construction. The City will coordinate/lead the tours. Generally, the tours will be scheduled on one day per week (typically Friday) from 1-2 PM. Contractor shall accommodate these tour requests.
- The City of Madison will hold a separate contract for asbestos removal. The asbestos containing material is primarily above ceiling on fittings on piping. After – Contractor for this contract – removes the ceilings, Contractor will provide access to asbestos removal company to complete their work.
- Dane County Facilities Management intends to replace valves on radiators servicing the jail above the Public Health suite. Contractor for this contract will provide access to Dane County Facilities Management to complete this work.

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.
- All damage not consistent with requirements of the contract documents shall be repaired or replaced to the original or better condition at the Contractor's expense.
- The Contractor shall be responsible for protecting all mature trees including limbs and branches during exterior construction activities. This shall include, but not be limited to, locating and removing dumpsters, making deliveries of materials and other related work. The Contractor shall

replace any damaged tree with similar specimen size as directed by the City of Madison at the Contractor's expense.

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 provided in August or September with a construction start date of October 1, 2018.

The Contractor shall review Specifications 01 29 76 Progress Payment Procedure 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 Friday, June 1, 2019**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.

SECTION 109.9

LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, shall be calculated at a rate of \$375 per calendar day.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, and utility components; the accepted testing, and balancing 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 Procedure.

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.

POINTS OF CONTACT

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

The Project Architect for this contract is:

Corey Lapworth, Architect
Continuum Architects & Planners
PH: (608) 819-0846
Email: clapworth@continuumarchitects.com

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

Bryan Cooper
City of Madison
PH: (608) 261-5533
Email: bcooper@cityofmadison.com

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

Mike Schuchardt
City of Madison
PH: (608) 261-9249
Email: mschuchardt@cityofmadison.com



Office of City Engineering
City Engineering
Room 115, City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275
Website: www.cityofmadison.com/engineering.html

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8182, PROJECT NO. 17047
PUBLIC HEALTH OFFICE 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.

This addendum consists of the following documents:

- RD-4 CCB 5th Floor Project + Staging Area
- Pre-Bid Walkthrough (5/30) Sign-in sheet
- Specification Section 27 41 23

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

1. GENERAL CONTRACT CONDITIONS

- Addition of second Pre-Bid Walkthrough: Scheduled for Wednesday June 13th, 2018 at 3:00pm
- Reference document added to bid package – RD-4 indicates allowable areas for material staging and contractor use.

2. GENERAL QUESTIONS AND ANSWERS

- What are the extents of Acoustic Spray-On Insulation application?
 - Acoustic Spray-On Insulation, or Acoustical Finish System (AFS) should be applied throughout to the deck throughout the project area, with the only exception being the existing public corridor (500). This is noted on the room finish schedule (A900) in the ceiling finishes column.
- Bidder requested access to Pre-Bid Walkthrough sign-in sheet from 5/30.
 - Sign-in sheet attached to addendum



3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

Updates to Section 27 41 23

- Clarifies what A/V equipment is owner-furnished.
- Gives locations for Vertical Tilt/Articulating wall mounts.

5. **DRAWINGS**

No Change.

6. **PROPOSAL**

No Change.

For questions regarding this bid, contact:

Bryan Cooper
City of Madison Engineering
Phone: 608-261-5533
Fax: 608-264-9275
Email: bcooper@cityofmadison.com

Lucas Wardell
City of Madison Engineering
Phone: 608-243-5894
Fax: 608-264-9275
Email: lwardell@cityofmadison.com

Mike Schuchardt
City of Madison Engineering
Phone: 608-261-9249
Fax: 608-264-9275
Email: mschuchardt@cityofmadison.com

Sincerely,

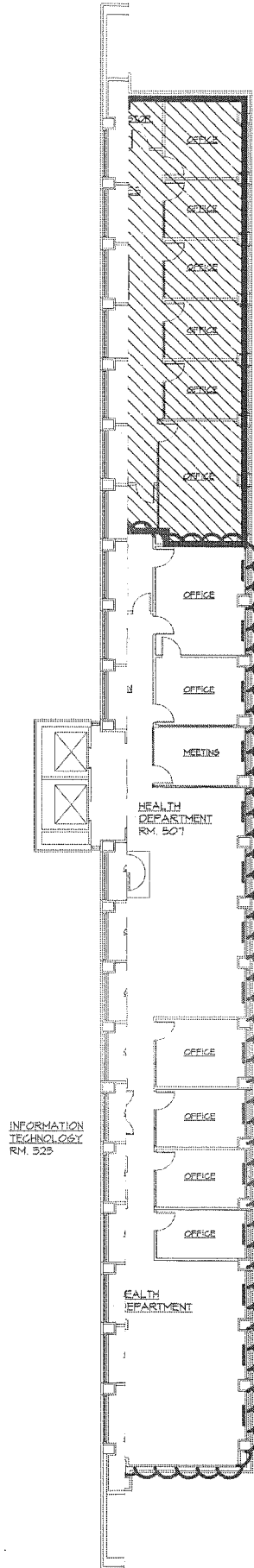
A handwritten signature in black ink, appearing to read "Robert Phillips", written over a horizontal line.

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

Cc: Greg Fries, Kathy Cryan

ADD-1

RD-4



**SECTION 27 41 23
AUDIO-VIDEO ACCESSORIES**

PART 1 – GENERAL

1.1. SUMMARY

- A. This specification shall identify equipment components and accessories required for to complete Audio-Video (A/V) installations not previously identified in other Division 27 specifications. It does not include materials such as cables, boxes, connectors, conduit, supports and other ancillary equipment required to complete the installation.
- B. This specification shall clearly identify responsibilities of various contractors and the Owner including project coordination, installation, and testing of installed components.
- C. For the purposes of this specification the term Contractor shall refer to the person(s) responsible for installing and integrating the A/V components and equipment described herein, and may or may not be the same contractor installing other Division 27 and 28 related equipment. Other contractors having related work shall be referred to by full title (Electrical Contractor).

1.2. RELATED SPECIFICATIONS

- A. 01 31 23 Project Management Web Site
- B. 01 33 23 Submittals
- C. 01 78 23 Operation and Maintenance Data
- D. 01 78 36 Warranties
- E. 01 78 39 As-Built drawings
- F. All Division 27 specifications that may apply to this installation
- G. Other division specifications that may apply to this work for coordination

1.3. AREAS OF RESPONSIBILITY

- A. The General Contractor shall be responsible for ensuring all of the following:
 - 1. Coordinate with the Contractor and the Owner or Owners Representative the scheduling, purchasing, and receiving of all Owner provided products and equipment.
 - 2. Coordinate all Contractor related work with the construction schedule.
 - 3. Coordinate all required Work with the Contractor and other trades during pre-installation meetings and resolve installation issues as needed.
- B. The Contractor shall be responsible for all of the following:
 - 1. Direct coordination with the Owner or Owners Representatives for all equipment being provided and/or configured by the Owner.
 - 2. Verification of Owner installation requirements prior to installing equipment and accessories.
- C. The Owner or Owners Representatives shall be responsible for all of the following:
 - 1. Coordinating all purchases and deliveries of the Owner provided equipment to the project site with the GC and Contractor so as not to delay the installation or project schedule.
 - 2. Coordinate the pre-installation configuration of any A/V equipment so as not to delay the installation or project schedule.

1.4. SUBMITTALS

- A. The Contractor shall not be required to provide submittals for equipment being provided by the Owner but shall provide submittals for ancillary equipment as needed under this specification or other Division 27 specifications.
- B. The Contractor shall provide submittals of the following:
 - 1. All applicable certifications and licenses of the Contractor and the Contractor's installation team. Applicable certifications and licenses shall be current from the start of the contract through the end of the warranty period.
 - 2. One (1) submittal for all ancillary A/V and A/V Contractor provided equipment required for a complete A/V installation as follows:
 - a. Product information sheets and shop drawings indicating each type/size/model of A/V accessory required for a complete A/V installation. Information sheets shall include the following information:
 - i. Performance data for the item
 - ii. Plan identification number(s) where applicable
 - iii. Quantity required for each model

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1.5. WARRANTY

- A. The Contractor shall warrant for one year the complete installation of equipment and components associated with this contract and installation. Contractors warranty shall be in the form of a written letter on company letterhead referring to the contract information, dates of installation and acceptance, signed by an authorized representative of the Contractors Company.
 - 1. The Contractors warranty shall include but not be limited to the following:
 - a. Transportation to and from the location as often as needed during the warranty period.
 - b. All labor and materials necessary to properly and thoroughly trouble shoot the system.
 - c. All fees associated with the shipping of any component that needs to be returned or supplied by the manufacturer for repair or replacement.
 - d. All labor and materials required to remove, repair, replace, or re-install of any component.
- B. The Contractor shall also provide all manufacturers warranties/guarantees associated with installed components of the completed installation.

PART 2 - PRODUCTS

2.1. PRODUCTS FURNISHED BY OWNER

- A. The following products shall be furnished by the owner under this specification.
 - 1. Wall monitors as indicated in the plans and specifications (see section 2.3 below).
 - 2. IPTV cable boxes
 - 3. PTZ Cameras
 - 4. Ceiling Mounted Microphones
 - 5. Table Top Mount Touchpanel
 - 6. Background/Foreground Music/Paging speaker

2.2. PRODUCTS FURNISHED BY CONTRACTOR

- A. The Contractor shall furnish all material and equipment required for a complete A/V installation per the plans and specifications except where indicated as furnished by Owner.
- B. All products, materials and equipment furnished by the contractor shall be new and meet all applicable codes.
- C. The Contractor shall provide the following equipment as noted within this specification:
 - 1. All monitor wall mounts
 - 2. Press Box

2.3. WALL MONITORS

- A. New wall monitors furnished by Owner shall be of like kind and quality to the monitors listed in the Technology Equipment Schedule on sheet T-000 of the plan set.
- B. Existing wall monitors furnished by the Owner shall be similar in quality to those listed in the Technology Equipment Schedule on sheet T-000 of the plan set.
- C. Monitor sizes, quantities, and room locations shall be as listed in the Monitor Schedule on sheet T-000 of the plan set.
 - 1. Sizes shall include 30", 39", 42", 60", and 80" monitors.

2.4. WALL MOUNTS (MONITOR)

- A. The Contractor shall provide wall mount brackets for all wall monitor installations noted in the construction documents.
- B. Wall mount brackets shall be appropriately sized to support the monitor sizes described in the construction documents.
- C. Each monitor in ganged monitor applications shall have its own mounting bracket, shared brackets will not be allowed. All mounting brackets in ganged monitor applications shall be similar models by the same manufacturer.
- D. Wall mount brackets for monitors shall meet the following requirements regardless of size:
 - 1. Black powder coat finish
 - 2. Minimum vertical tilt +15/-5 degrees
 - 3. Thin profile to minimize wall clearance when installation is complete
 - 4. The following list of locations shall have fully articulating arms with a minimum 18" horizontal extension to provide a wide range of motion and/or to facilitate the removal of the monitor without having to remove adjacent monitors.

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- a. Office 507D
- b. Office 507M
- c. Office 507W

5. The following list of locations shall have vertical tilt only.

- a. Conference Room 507A
- b. Conference Room 507B
- c. Conference Room 507T
- a. Huddle Room 507V
- b. Huddle Room 507K

6. Models as manufactured by:

- a. Peerless-AV
- b. Chief Manufacturing
- c. Omnimount
- d. Premier Mounts
- e. Video Mount Products
- f. No other substitutions will be allowed

2.5. IP CABLE BOX

A. IP Cable Boxes shall be provided by the Owner and installed by the Contractor. This section is being provided as informational only. The Contractor shall be responsible for providing/installing the input to the cable box and the output to the monitor.

- 1. Amino Communications, Aminet A140, cable box (with no DVR)
 - a. Input = Ethernet 10/100 BaseT via RJ-45 shielded connector
 - b. Output = HDMI 1.3A with HDCP
 - c. Power = 120V
 - d. Decodes up to 720p and 1080i; displays up to 1080p
 - e. HD graphics up to 1280x720
- 2. Amino Communications, Aminet A540, cable box (with DVR)
 - a. Input = Ethernet 10/100 BaseT via RJ-45 shielded connector
 - b. Output = HDMI 1.3A with HDCP
 - c. Power = 120V
 - d. Decodes up to 720p and 1080i; displays up to 1080p
 - e. HD graphics up to 1280x720

B. The Owner shall designate which model is required at each location.

2.6. PRESS BOX

A. Provide and install one (1) portable press feed distribution box.

- 1. PressPower2 as manufactured by U.S.Audio, WhirlwindUSA
 - a. Substitutions shall not be allowed

PART 3 - EXECUTION

3.1. CONTRACTOR COORDINATION

A. The Contractor shall coordinate with the General Contractor (GC) and all other trade contractors as needed for the installation of the A/V Accessories. Coordination shall include a pre-installation meeting during rough-in to ensure blocking, power outlets, and data outlets are properly located.

B. The Contractor shall review all plans and specifications indicating wall and position requirements for accessory A/V equipment and install all required equipment accordingly.

- 1. The Contractor shall coordinate all connection and installation requirements with other trade contractors doing Division 27 Work.

3.2. GENERAL INSTALLATION REQUIREMENTS

A. Cables/cords shall be properly plugged in. Excess cable/cord shall be neatly looped and bundled using Velcro cable ties. Zip ties, wire ties, and other rigid, semi-permanent restraints will not be allowed.

- 1. Excess cables/cords shall not be visible after the installation is complete.
 - a. Example: Cables/cords behind wall monitors shall be neatly bundled behind the monitor and fastened to the monitor wall mount so as not to be visible from the front of the monitor.

- 1 B. Equipment mounts shall be properly sized for the equipment being supported. Fasteners shall be of sufficient
2 strength to support the finished installation including required equipment.
- 3 1. Fasteners shall be firmly attached to blocking where provided.
- 4 2. Fasteners in solid materials such as concrete, brick, etc shall use appropriate sleeves and anchors for the
5 material, weight being supported, and fastener being used.
- 6 3. All drop ceiling mount locations shall have tile bridge supports.
- 7 C. Final testing of A/V components shall be performed only after all A/V equipment and components within
8 Division 27 have been completely installed to ensure all components have been properly integrated with each
9 other as needed.

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11 **3.3. EQUIPMENT INSTALLATION, TESTING, AND ACCEPTANCE**

- 12 A. Any required system programming (by CoM-IT or Contractor) shall be completed prior to doing any installation
13 testing and acceptance.
- 14 B. It is the sole responsibility of the Contractor to notify CoM-IT no less than two (2) weeks in advance of
15 completing the installation to coordinate all final testing of the completed system.
- 16 C. Wall Mounts:
 - 17 1. Wall mounts shall be securely fastened to the wall and blocking per the manufacturer's supplied
18 instructions and mounting hardware. Wall mounts shall be located horizontally and vertically on the
19 designated wall as indicated in plans and details for each room receiving monitors.
 - 20 2. Monitors shall be securely installed on the wall mount.
 - 21 3. The mounting bracket shall be tested with the completed monitor and cable/cords properly installed.
22 The completed installation and successful testing of the mounting bracket installation shall provide the
23 following:
 - 24 a. All cords/cables are properly plugged in, excessive cable is bundled but not stretched tight,
25 cords/cables are not pinched or impede the mounting brackets range of motion.
 - 26 b. Full range of motion in all directions as per the specifications above.
- 27 D. Monitor testing shall be part of the overall Division 27 installation of all A/V equipment and requirements. This
28 shall include but not be limited to the following:
 - 29 1. Remote control is fully functional at each monitor location
 - 30 a. A single remote is used and properly programmed to control monitors, IPTV cable boxes and
31 other devices as needed.
 - 32 i. Controls on/off/volume and other related functions as a TV with an IP Cable Box.
 - 33 ii. Controls various input modes as a monitor as described in other Division 27 specifications.
 - 34 iii. Works with other video/audio feeds as described in other Division 27 specifications.
 - 35 2. Monitor (each location) functions in all modes and inputs as designated in the contract documents.
 - 36 a. Test with portable devices (laptop, etc)
 - 37 E. The IP Cable Box shall be tested at each location installed. Testing shall include verifying all intended functions
38 perform as expected including the DVR options on models with DVR capabilities. Troubleshoot and re-test as
39 necessary. Contact Owners Representative if a bad unit is suspected for immediate replacement.
 - 40 F. The portable Press Box shall be functionally tested per manufacturer's recommendations at each designated
41 connection location.
 - 42 G. A completed and accepted installation shall pass all of the above tests for each location where equipment will be
43 installed.
 - 44 H. The warranty period for the completed and accepted installation shall not begin until the date of the accepted
45 general contract. The Contractor shall coordinate this date with the General Contractor.

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END OF SECTION



Office of City Engineering
City Engineering
Room 115, City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275
Website: www.cityofmadison.com/engineering.html

**NOTICE OF ADDENDUM
ADDENDUM NO. 2**

**CONTRACT NO. 8182, PROJECT NO. 17047
PUBLIC HEALTH OFFICE 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.

This addendum consists of the following documents:

- **Pre-Bid Walkthrough (6/13) Sign-in sheet**
1. **GENERAL CONTRACT CONDITIONS**
 - Addition of second Pre-Bid Walkthrough: Scheduled for Wednesday June 13th, 2018 at 3:00pm
 2. **GENERAL QUESTIONS AND ANSWERS**
 - Bidder requested access to Pre-Bid Walkthrough sign-in sheet from 6/13.
 - Sign-in sheet attached to addendum
 - Clarify detail for GWB soffit in open office. See sheet A301.
 - Use detail 9 and note 2 as indicated for soffit work in open office areas. Existing soffit to remain, but contractor to extend to deck. From RD-1 Page 19, existing ceiling height is at 9'-3" and deck height is 11'-8" (field verify) so contractor should plan to extend GWB soffit ~ 2'-2'6" where open ceilings are used.
 - Is additional walkthrough time available for contractors who did not attend pre-bid walkthrough 1 or 2?
 - Yes. If contractors would like access to the project area prior to bidding, please contact any of the 3 names listed at the bottom of this addendum.
 3. **ACCEPTABLE EQUIVALENTS**

This section is not used.
 4. **SPECIFICATIONS**

No new Specifications
 5. **DRAWINGS**

No new drawings.



6. PROPOSAL

No Change

For questions regarding this bid, contact:

Bryan Cooper
City of Madison Engineering
Phone: 608-261-5533
Fax: 608-264-9275
Email: bcooper@cityofmadison.com

Lucas Wardell
City of Madison Engineering
Phone: 608-243-5894
Fax: 608-264-9275
Email: lwardell@cityofmadison.com

Mike Schuchardt
City of Madison Engineering
Phone: 608-261-9249
Fax: 608-264-9275
Email: mschuchardt@cityofmadison.com

Sincerely,

A handwritten signature in black ink, appearing to read "R. Phillips", written over a horizontal line.

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

Cc: Greg Fries, Kathy Cryan

SECTION E: BIDDERS ACKNOWLEDGEMENT

PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182

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

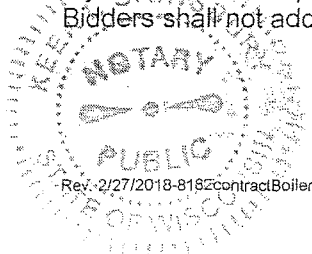
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued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

Joseph A. Daniels
 SIGNATURE Joseph A. Daniels
 President
 TITLE, IF ANY

Sworn and subscribed to before me this
28th day of June, 2018.

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

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



Contract 8182 – Joe Daniels Construction Co., Inc.

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

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

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

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

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

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1 *

Addendum 2 *

Addendum 3

Addendum 4

Addendum 5

Addendum 6

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

Trucking

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

PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Joe Daniels Construction Co., Inc.

Address: 919 Applegate Road, Madison, WI 53713

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

Contact Person/Title: Joseph A. Daniels - President

Prime Bidder Certification

I, Joseph A. Daniels, President of
Name Title

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

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

Keena L. Sainsbury
Witness' Signature

Joseph A. Daniels
Bidder's Signature

June 28, 2018
Date

**PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Integral Building Systems	Cabling	3.71%	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		<u>3.71</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:	<u>-0-</u>	% x 0.6 =	<u>-0-</u> % (discounted to 60%)
Total Percentage of SBE Utilization:	<u>3.71</u>	%.	

DANIELS

General Contractors

June 28, 2018

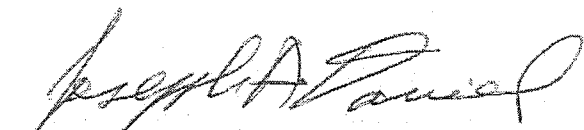
Affirmative Action Department
Madison Municipal Building
215 Martin Luther King Jr. Blvd.
Madison, WI 53701-1626

Re: Public Health Office Remodel
Contract #8182

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

Acoustical Ceiling, Flooring, Painting & Wall Covering, Tiling,
Storefronts, Cabling, Access Control, Fire Protection/Alarm System,
Electrical, HVAC and Plumbing

Sincerely,



Joseph A. Daniels
President

kis

PUBLIC HEALTH OFFICE REMODEL

CONTRACT NO. 8182
DATE: 6/28/18

Joe Daniels Construction
Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - BASE BID - LUMP SUM	1.00	\$1,474,158.00	\$1,474,158.00
1 Items	Totals		\$1,474,158.00



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

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

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

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

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

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.

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

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

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

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

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

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

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

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


PRINCIPAL

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

By: 
SIGNATURE AND TITLE
Joseph A. Daniels - President

SURETY

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

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

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

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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



THE CINCINNATI INSURANCE COMPANY
[Signature]
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



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

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

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



[Signature]
Secretary

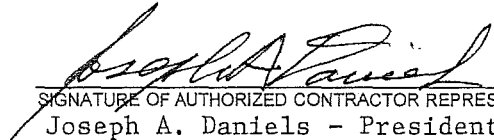
CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE
Joseph A. Daniels - President

November 16, 2017
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 25th day of July in the year Two Thousand and Eighteen between **JOE DANIELS CONSTRUCTION CO., INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **JULY 24, 2018**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

PUBLIC HEALTH OFFICE REMODEL CONTRACT NO. 8182

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT AND NO/100 (\$1,474,158.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182**

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:

Kea I. Sainsbury 7/25/18
Witness Kea I. Sainsbury Date
Kea I. Sainsbury 7/25/18
Witness Kea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO., INC.

Company Name
Joseph A. Daniels 7/25/18
President Joseph A. Daniels Date
Samuel J. Daniels 7/25/18
Secretary Samuel J. Daniels Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Michael Decker
Finance Director

Patricia Fauten
City Attorney

Signed this 22nd day of August

2018

Dou Ciri
Witness

Paul [Signature] 22 AUG 2018
Mayor Date

[Signature]
Witness

Maibeth Witzel-Behl 8-1-2018
City Clerk Date

Bond No. B1242680

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT AND NO/100 (\$1,474,158.00)** 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:

**PUBLIC HEALTH OFFICE REMODEL
CONTRACT NO. 8182**

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 25th day of July 2018

Countersigned:

Kea I. Sainsbury
Witness Kea I. Sainsbury
Samuel J. Daniels
Secretary Samuel J. Daniels

JOE DANIELS CONSTRUCTION CO., INC.
Company Name (Principal)
Joseph A. Daniels
President Joseph A. Daniels Seal No Seal

Approved as to form:

Patricia Lauten
for City Attorney

THE CINCINNATI INSURANCE COMPANY
Surety Seal
 Salary Employee Commission
By Patrick A. McKenna
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25, 2018
Date

Patrick A. McKenna
Agent Signature Patrick A. McKenna

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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



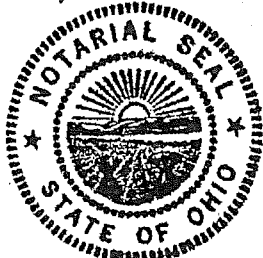
THE CINCINNATI INSURANCE COMPANY

Signature of Stephanie A. Clark

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



Signature of Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 25th day of July, 2018



Signature of Steven D. Dan

Secretary

