

Contract Routing Form

ROUTING: Routine

printed on: 09/11/2018

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

Project: Breese Stevens Field - Concession And Restroom Building

Contract No.: 8222
 Enactment No.: RES-18-00641
 Dollar Amount: 1,793,936.00

File No.: 52750
 Enactment Date: 09/07/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-11-18	9-11-18
Director of Civil Rights	9-11-18	9-12-18 FNS
Risk Manager	9-19-18	9/20/18 ran
Finance Director	09-20-2018	9/20/18 MCR
City Attorney	9-21-18	9-24-2018
Mayor	9/24/18	9-25-2018

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

Original + 2 Copies

09/11/2018 08:40:13 enhjf - Mike Sturm 608-267-4921

Dis Rights: OK / ~~N/A~~ / Problem - Hold
 Prev Wage: ~~A~~ / Agency / No
 Contract Value: 1,793,936.00
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / ~~PW~~ / Goal / Loan / Agrmt



City of Madison

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

Master

File Number: 52790

File ID: 52790	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
		File Created Date : 08/09/2018
File Name: Awarding Public Works Contract No. 8222, Breese Stevens Field - Concession and Restroom Building.		Final Action: 09/04/2018

Title: Awarding Public Works Contract No. 8222, Breese Stevens Field - Concession and Restroom Building. (2nd AD)

Notes:

Sponsors: BOARD OF PUBLIC WORKS	Effective Date: 09/07/2018
Attachments: Contract 8222.pdf	Enactment Number: RES-18-00652
Author: Rob Phillips, City Engineer	Hearing Date:
Entered by: mhacker@cityofmadison.com	Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	08/09/2018	Refer	BOARD OF PUBLIC WORKS	08/15/2018	08/15/2018	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 8/15/2018						
	Notes:						
1	BOARD OF PUBLIC WORKS	08/15/2018	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text: Rob Phillips, City Engineer, presented the bids.						
	A motion was made by Clausius, seconded by Adams, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
	Notes:						
1	COMMON COUNCIL	09/04/2018	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass
	Action Text: A motion was made by Baldeh, seconded by Carter, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.						

Notes:

Text of Legislative File 52790

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8222, Breese Stevens Field - Concession and Restroom Building. The total estimated cost of the project is \$1,937,450. The Parks Division 2018 capital budget includes \$2,425,000 for Breese Stevens Improvements (Munis project 17158) funded by GO Borrowing (\$1,200,000), Impact Fees (\$1,225,000), and Private Contributions (\$100,000). Budget authority is available in the project for this contract.

Title

Awarding Public Works Contract No. 8222, Breese Stevens Field - Concession and Restroom Building. (2nd AD)

Body

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

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

See attached document (Contract No. 8222) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8222
BREESE STEVENS FIELD – CONCESSION AND RESTROOM BUILDING
(BASE BID PLUS ALT. 1 & ALT. 3)

JOE DANIELS CONSTRUCTION CO., INC.

\$1,793,936.00

Acct. No. 17158-51-140:53310(90924)	\$1,793,936.00
Contingency 8±	<u>143,514.00</u>
 GRAND TOTAL	 <u>\$1,937,450.00</u>

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

mcke

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

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

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

\$1,793,936.00
CONTRACTOR'S OFFICE COPY

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BREESE STEVENS FIELD – CONCESSION AND RESTROOM BUILDING

CONTRACT NO. 8222

MUNIS NO. 17158-51-140

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 4, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

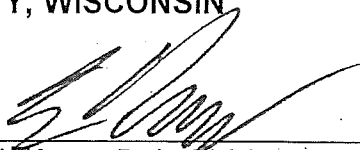
**BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING
CONTRACT NO. 8222**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Division Superintendent

EK: MS

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:	BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING
CONTRACT NO.:	8222
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	07/27/18
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	07/26/18
BID SUBMISSION (2:00 P.M.)	08/02/18
BID OPEN (2:30 P.M.)	08/02/18
PUBLISHED IN WSJ	07/12/18,07/19/18 & 07/26/18

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)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

BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING CONTRACT NO. 8222

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

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

SECTION 102.4 PROPOSALS

This bid consists of a BASE BID (Bid Item 90000) and three (3) ADD ALTERNATES (Bid Items 90001, 90002 and 90003).

The Contractor must completely fill in the LUMP SUM totals for the BASE BID, ADD ALTERNATE 1, ADD ALTERNATE 2 and ADD ALTERNATE 3.

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

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATES in sequential order until the sub total exceeds the predetermined Construction Budget Dollar Value.

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

ARTICLE 104: SCOPE OF WORK

The Work includes construction of a new concession and restroom building, repairs to concrete grandstands and field walls, construction of an accessible ramp, repairs to the exterior masonry and installation of roof gutters and downspouts at the 1925 grandstand, and restoration of the affected artificial turf.

The below project scope descriptions are intended as a general overview of the work associated with the BASE BID and each ADD ALTERNATE. The descriptions not indicative of the full measure of the work and the Contractor shall thoroughly review the contract plans and specifications for a complete understanding of the BASE BID and each ADD ALTERNATE scope.

BASE BID:

- Construction of a new concession and restroom building with a new fire suppression system.
- Modifications to the tie-in to the athletic field drainage system.
- Repairs to concrete grandstands and field walls.
- Modifications to existing safety railing.
- Construction of an accessible ramp from bleachers to field.
- Restoration of affected artificial turf.

ADD ALTERNATE 1 – Façade and Gutters, 1925 Grandstand

- Repairs to the exterior masonry and installation of roof gutters and downspouts.

ADD ALTERNATE 2 – North Dugout Repair/Restoration

- Fully complete repairs to E. Mifflin Street dugout area per Drawings and Specifications.

ADD ALTERNATE 3 – Alternate Connection to Existing Sanitary Service

- Alternate sanitary sewer connection to service in N. Paterson Street.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor shall be responsible for setting all other lines and/or grades required to complete the work. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

SECTION 105.12: COOPERATION BY THE CONTRACTOR

Breese Stevens Field will continue to operate as a multi-use, athletic and performance venue during construction operations.

The Contractor shall coordinate site access, project staging, fencing, material storage, and any additional construction activities as to not hinder access to events being held at the facility. The work is phased to avoid disruption to the infield area during the peak event season. See Sections 105.13 ORDER OF COMPLETION and 109.2 PROSECUTION OF WORK for work sequence and start dates.

The Contractor shall:

- Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- Keep driveways and entrances serving premises clear and available to Owner and Operator, their employees, and emergency vehicles.
- Coordinate deliveries to minimize use of driveways and entrances.
- Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- Maintain existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations.
- Protect the building and its occupants during construction period.
- Assume Operator will occupy site and building during construction period.
- Cooperate with Operator during construction operations to minimize conflicts and facilitate Operator usage.
- Perform the Work so as not to interfere with Operator's day-to-day operations.
- Maintain existing exits, unless otherwise indicated.
- Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- The Contractor shall not interrupt utilities serving facilities occupied by Operator or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than five (5) days in advance of proposed utility interruptions.

Project Contacts

City of Madison Parks Division

Project Manager:

Mike Sturm

phone (608) 267-4921

email: msturm@cityofmadison.com

Supervising Design Consultant

Isthmus Architecture, Inc.

Peter Rott

phone (608) 294-0206

email: rott@is-arch.com

Facility Operator

Big Top Events, LLC

Vern Stenman

email: vern@bigtopbaseball.com

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the

ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608) 658-3087.

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

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The City has available for the Contractor's use 6,000 sf of FieldTurf Armour HU athletic turf protective tiles. The system is rated for 25,000 lbs per square foot load capacity (Appendix B). Tiles will be inspected for damage prior to issuance to the Contractor and when received by the City after use. The Contractor shall be responsible for replacement of any damaged tiles.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed constructed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of construction operations. The Contractor shall complete the work in the below order with each phase substantially complete before beginning the next phase:

1. Construction of new concession and restroom building. Including selective removal and repairs to concrete grandstands and field walls, modifications to safety railings and installation of accessible ramp.
2. If accepted, ADD ALTERNATE 3 Alternate Connection to Existing Sanitary Service
3. If accepted, ADD ALTERNATE 1 Façade and Gutters, 1925 Grandstand
4. If accepted, ADD ALTERNATE 2 North Dugout Repair/Restoration

The Contractor shall submit a project schedule showing the sequence, commencement and completion dates, for all phases of the work a minimum of seventy-two (72) hours prior to the preconstruction conference.

SECTION 107.7: MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the preconstruction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain an approved Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. Please contact Thomas Mohr at tmohr@cityofmadison.com or (608) 267-1969.

The Contractor has the option to use the north parking lane on E. Washington Ave. and the east parking lane on N. Paterson Street for construction staging. The parking area on E. Washington Ave. shall begin at the intersection of N. Paterson Street and extend east, along E. Washington Ave., for approximately 125 ft. The parking area on N. Paterson Street shall begin at the intersection of E. Washington Ave. and extend north, along N. Paterson, for approximately 125 ft. The Contractor must keep the adjacent sidewalk and bicycle lanes clear of any obstructions at all times. The Contractor shall identify details on how the occupied parking areas will be protected in the submitted Traffic Control Plan.

The Contractor also has the option to close one lane of N. Paterson Street for crane operations for a period of fourteen (14) consecutive calendar days. The closure can occur any time between October 30, 2018, and March 15, 2019, but the days must be consecutive. The Contractor shall provide details on how a single lane of traffic will be managed with barricades and flaggers during the lane closure period in the submitted Traffic Control Plan.

The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events". Contact John Villarreal, 608-267-8756, in Parking Utility to obtain NO PARKING signs.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the traffic control plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall be required to maintain traffic during all construction operations that occur in the right of way.

All traffic control shall conform to Part VI of the Federal Highways Administration's "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for Sidewalk and Bikeway closures.

SECTION 108.2 PERMITS

The following permits have been applied for by the City of Madison:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Engineer or his designees. The Contractor shall keep a copy of each individual permit on site at all times throughout construction. This work shall be considered incidental to this contract.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project.

It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2: PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of

completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

It is anticipated the City of Madison will issue a Start to Work letter on or about October 5, 2018.

Completion of the Base Bid work shall be substantially complete by March 15, 2019.

- If accepted, Add Alternate 1 work shall be substantially complete by September 15, 2019.
- If accepted, Add Alternate 2 work shall be substantially complete by March 15, 2019.
- If accepted, Add Alternate 3 work shall be substantially complete by March 15, 2019.

BID ITEM 90000 – CONSTRUCTION OF CONCESSION AND RESTROOM BUILDING, DECKING IMPROVEMENTS AND ACCESSIBLE RAMP

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to complete the Base Bid construction as specified in Appendix A and shown in the plans. Work includes, but is not limited to:

- Construction of a new concession and restroom building with a new fire suppression system.
- Modifications to the tie-in to the athletic field drainage system.
- Repairs to concrete grandstands and field walls.
- Modifications to existing safety railing.
- Construction of an accessible ramp from bleachers to field
- Restoration of affected artificial turf. Contractor shall restore existing artificial turf per details on Sheet C900, Appendix C, and the contract specifications. Drawing C400 of full-field drain tile layout is include in Appendix C for Contractor reference.

MATERIALS

Refer to Appendix A and Plans.

CONSTRUCTION

Refer to Appendix A and Plans.

METHOD OF MEASUREMENT

Construction of Concession and Restroom Building, Decking Improvements and Accessible Ramp as described above and in the plans shall be measured as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Construction of Concession and Restroom Building, Decking Improvements and Accessible Ramp shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90001 ADD ALTERNATE 1 – FAÇADE AND GUTTERS, 1925 GRANDSTAND

DESCRIPTION

- Work under this item shall include all work, materials, equipment, and incidentals required to complete repairs to the exterior masonry and installation of roof gutters and downspouts as specified in Appendix A and on the plans. See sheets A4.0 and P5.0 for ADD ALTERNATE 1 work.

MATERIALS

Refer to Appendix A and Sheets A1.0, A4.0 and P5.0.

CONSTRUCTION

Refer to Appendix A and Sheets A1.0, A4.0 and P5.0.

METHOD OF MEASUREMENT

Add Alternate 1 – Façade and Gutters, 1925 Grandstand as described above and in the plans shall be measured as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Add Alternate 1 – Façade and Gutters, 1925 Grandstand shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90002 ADD ALTERNATE 2 – NORTH DUGOUT REPAIR / RESTORATION

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to construction the dugout repairs in the E. Mifflin section of the stadium as specified in Appendix A and on the plans. See sheets S1.2 and S8.2 for ADD ALTERNATE 2 work.

MATERIALS

Refer to Appendix A and Sheets S1.2 and S8.20.

CONSTRUCTION

Refer to Appendix A and Sheets S1.2 and S8.20.

METHOD OF MEASUREMENT

Add Alternate 2 – North Dugout Repair/Restoration as described above and in the plans shall be measured as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Add Alternate 2 – North Dugout Repair/Restoration shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90003 ADD ALTERNATE 3 – ALTERNATE CONNECTION TO EXISTING SANITARY SERVICE

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to connect the proposed sanitary sewer to the existing main sewer service line in N. Paterson Street as specified in Appendix A and on the plans. See sheet C401 for ADD ALTERNATE 3 work.

MATERIALS

Refer to Appendix A and Sheet C401.

CONSTRUCTION

Refer to Appendix A and Sheet C401.

METHOD OF MEASUREMENT

Add Alternate 3 – Alternate Connection to Existing Sanitary Service as described above and in the plans shall be measured as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Add Alternate 3 – Alternate Connection to Existing Sanitary Service shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90004 - BRICK MASONRY REPOINTING UNIT COST

DESCRIPTION

If accepted, Add Alternate 1 will be adjusted for the actual area of brick masonry repointing. The estimated quantity is 3,198 sf. Provide a unit cost for additions/deductions from all work required under the contract for the actual installed quantity above or below the estimated quantity.

MATERIALS

Refer to Appendix A and Plans.

CONSTRUCTION

Refer to Appendix A and Plans.

METHOD OF MEASUREMENT

Brick Masonry Repointing Unit Cost as described above and in the plans shall be measured by square foot and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Brick Masonry Repointing Unit Cost shall be paid for at the contract unit bid price per square foot.

End of Special Provisions



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104
Madison, WI 53703
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**MADISON
PARKS**

July 24, 2018

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 8222

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

REVISE:

1. SECTION A, Page A-1: **BID SUBMISSION (2:00 P.M.) 08/09/18**
2. SECTION A, Page A-1: **BID OPEN (2:30 P.M.) 08/09/18**
3. SECTION A, Page A-1: **CONSTRUCTION PRE-BID CONFERENCE (1:00 P. M.) 07/27/18**
4. SECTION A, Page A-1: **SBE PRE BID MEETING (1:00 P. M.) 08/03/18**
5. SECTION A, Page A-1: **PREQUALIFICATION APPLICATION DUE (2:00 P.M.) 08/02/18**
6. SECTION A, Page A-1: **PUBLISHED IN WSJ 07/12/18, 07/19/18, 07/26/18 AND 08/02/28**

ADD:

1. SECTION A, Page A-1.

'CONSTRUCTION PRE-BID MEETING: There will be a contractor pre-bid site tour at 1:00 p.m., Friday, July 27, 2018 at Breese Stevens Field. A representative from the City of Madison Parks Division will be present to provide contractor access to the project site. Questions from the walk-thru will be answered in written format via addendum to the contract. The project location is 917 E. Mifflin Street, Madison, WI 53703. The walk-thru will start at the entrance gate at the corner of E. Washington Ave. and N. Paterson Street. Contractor attendance is not required but highly encouraged.'

ATTACHED:

1. Revised Contract 8222, page A-1.

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

Electronic version of these documents can be found on 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.

Eric Knepp, Parks Superintendent

Signing for Eric Knepp

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:	BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING
CONTRACT NO.:	8222
SBE GOAL	6%
BID BOND	5%
CONSTRUCTION PRE-BID CONFERENCE (1:00 P.M.)	07/27/18
SBE PRE BID MEETING (1:00 P.M.)	08/03/18
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	08/02/18
BID SUBMISSION (2:00 P.M.)	08/09/18
BID OPEN (2:30 P.M.)	08/09/18
PUBLISHED IN WSJ	07/12/18,07/19/18, 07/26/18 AND 08/02/18

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.

CONSTRUCTION PRE-BID MEETING: There will be a contractor pre-bid site tour at 1:00 p.m., Friday, July 27, 2018 at Breese Stevens Field. A representative from the City of Madison Parks Division will be present to provide contractor access to the project site. Questions from the walk-thru will be answered in written format via addendum to the contract. The project location is 917 E. Mifflin Street, Madison, WI 53703. The walk-thru will start at the entrance gate at the corner of E. Washington Ave. and N. Paterson Street. Contractor attendance is not required but highly encouraged.

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.



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104
PO Box 2987
Madison, WI 53701-2987
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**MADISON
PARKS**

August 6, 2018

NOTICE OF ADDENDUM ADDENDUM 2 CONTRACT NO. 8222

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.



Eric Knepp, Parks Superintendent

This Addendum consists of **3 pages** and these attached documents.

CHANGES TO BIDDING REQUIREMENTS:

NONE

CHANGES TO CONDITIONS OF THE CONTRACT:

NONE

CHANGES TO SPECIFICATIONS (DIVISIONS 2 THRU 16):

1. REPLACE Section 00 01 13 – Table of Contents. Attached.
2. REPLACE Section 00 01 15 – List of Drawings. Attached.
3. CLARIFICATION Section 01 23 00 – Table of Contents: ADD Section 80 91 19 Fixed Louvers. REVISE Section 08 33 23 to 08 33 13.
4. CLARIFICATION Section 01 23 00 – Alternate 1: RE: repointing. Replace joint in kind, mortar with mortar or sealant with sealant.

i.

5. CLARIFICATION Section 01 23 00 – Alternate 2: General Contractor is responsible for removal and reinstallation of existing bleachers.
6. CLARIFICATION Section 01 35 91 – Historic Treatment Procedures. This section pertains to work in Alternate 2.
7. CLARIFICATION Section 01 50 00 – Temporary Facilities. 3.4 G Delete pest control.
8. CLARIFICATION Section 01 50 00 – Temporary Facilities. Part 3.1: CHANGE “allows” to “is not allowed.” See also Clarification to Section 25 05 00.
9. CLARIFICATION Section 04 90 10 – Masonry Restoration. Replace joint in kind, mortar with mortar or sealant with sealant, at brick, Terra Cotta and clay tile masonry. Clean only as called out in spec section.
10. CLARIFICATION Section 07 21 00 – Thermal Insulation. Delete Part 2, 2.1. Product not used.
11. CLARIFICATION Section 07 42 13 – Formed Metal Wall Panels. Part 2, 2.1, B. Air Infiltration, 1. Test Pressure Difference: 1.57 lb/sq.ft. (75 Pa).Part 2, 2.1, C. Water Penetration, 1. Test Pressure Difference: 2.86 lb/sq.ft. (137 Pa).
12. CLARIFICATION Section 07 95 01 – Expansion Joint Systems, Part 2, 2.1, B, ADD 3. Balco, A CSW Industrials Company, 9WC-2. (For use at detail 3/A6.0).
13. CLARIFICATION Section 08 33 13 – Overhead Coiling Doors. Part 2, 2.6, A.2. At door jambs use nylon brush.
14. ADD Section 08 91 19 – Fixed Louvers, consisting of six pages. Attached.
15. CLARIFICATION Section 09 29 01 – Wall Board. Delete vapor barrier.
16. CLARIFICATION Section 09 67 23 – Resinous Flooring. Provide resinous flooring throughout kitchen and service areas except ramp and steps but including floors of cooler and freezer.
17. CLARIFICATION Section 10 28 00 – Toilet Accessories. Refer to quantities designated on Drawings in lieu of spec section.
18. CLARIFICATION Section 26 05 00 – Common Work results for Electrical. REPLACE 1.22 with attached revision of 2 pages “Temporary Electrical Work”.

CHANGES TO DRAWINGS:

1. REPLACE DWG T0.1 – REPLACE drawing with revised drawing included in this addendum. Revised sheet index. Attached.
2. CLARIFICATION DWG S 1.0 – USE detail 4/S1.0 where new meets existing at dugout: near grids R2/Y, and the other at grid Z.
3. CLARIFICATION DWG S 1.0 – F40 column pad: 4'-0" x 4'-0" x 12" with (6) #4 each way, bottom. F50 column pad: 5'-0" x 5'-0" x 12" with (8) #4 each way, bottom.

4. CLARIFICATION DWG S 1.0 – INCLUDE stoops at restroom entries per A2.1, using detail 9/S8.0.
5. CLARIFICATION DWG S 1.0 – DELETE reference to Alternate 1.
6. CLARIFICATION DWG A2.0 –Revise wall type at door infill in Dishwash Rm. 001 to wall Type C in lue of wall Type A.
7. CLARIFICATION - DWG A2.1 – Wall Types: Revise second wall type “C” to wall type “D”.
8. CLARIFICATION - DWG A3.0 – “Roof System” = Traffic Coating System.
9. CLARIFICATION - DWG A4.1 – REVERSE direction of section references calling out 2a/A3.0 and 2b/A3.0. CHANGE note “waterproofing” to “block sealer”.
10. CLARIFICATION - DWG FS1 – The terms: Operator, Vendor and Others indicate scope outside this contract. Rough-in (only) of these items is part of this project scope.

SUPPLEMENTAL INFORMATION

1. The City will commission a survey for asbestos containing materials and provide the results to the Contractor.
2. Soils: No soil borings available. Bearing capacity is assumed to be 2,000 psf as indicated on DWG S0.1.
3. Off Season Definition: October 2018 – April 2019.
4. Grand Stands Existing Concrete Slabs: There are not any known live electrical lines within the slabs.

END OF ADDENDUM

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SECTION 08 91 19

FIXED LOUVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fixed, formed-metal louvers.
- B. Related Requirements:
 - 1. Section 09 90 00 "Painting and Coatings" for field painting louvers.

1.3 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
 - 1. Show weep paths, gaskets, flashing, sealant, and other means of preventing water intrusion.
 - 2. Show mullion profiles and locations.
- C. Samples: For each type of metal finish required.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed according to AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
- B. Windborne-Debris-Impact Resistance: Louvers located within 30 feet (9.1 m) of grade shall pass basic-protection, large-missile testing requirements in ASTM E 1996 for Wind Zone 1 when tested according to ASTM E 1886. Test specimens shall be no smaller in width and length than louvers indicated for use on Project.
- C. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

2.3 FIXED, FORMED-METAL LOUVERS

- A. Horizontal, Drainable-Blade Louver:
 - 1. Acceptable Manufacturers:
 - a. Ametco Manufacturing Company
 - b. Hendrick Architectural Corporation
 - c. Metallic Products Corporation
 - d. Ruskin Louver

2. Louver Depth: 2 inches.
3. Frame and Blade Material and Nominal Thickness: Galvanized-steel sheet, not less than 0.052 inch (1.32 mm) for frames and 0.040 inch (1.02 mm) for blades.
4. Mullion Type: Exposed.
5. Louver Performance Ratings:
 - a. Free Area: Not less than 7.0 sq. ft. (0.65 sq. m) for 48-inch- (1220-mm-) wide by 48-inch- (1220-mm-) high louver.
 - b. Point of Beginning Water Penetration: Not less than 800 fpm (4.1 m/s).
 - c. Air Performance: Not more than 0.10-inch wg (25-Pa) static pressure drop at 700-fpm (3.6-m/s) free-area intake velocity.
 - d. Air Performance: Not more than 0.15-inch wg (37-Pa) static pressure drop at 900-fpm (4.6-m/s) free-area velocity.
6. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.4 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
 1. Screen Location for Fixed Louvers: Interior face.
 2. Screening Type: Bird screening.
- B. Secure screen frames to louver frames with machine screws with heads finished to match louver, spaced a maximum of 6 inches (150 mm) from each corner and at 12 inches (300 mm) o.c.
- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
- D. Louver Screening for Galvanized-Steel Louvers:
 1. Bird Screening: Galvanized steel, 1/2-inch- (13-mm-) square mesh, 0.041-inch (1.04-mm) wire.

2.5 BLANK-OFF PANELS

- A. Uninsulated, Blank-Off Panels: Metal sheet attached to back of louver.
 1. Galvanized-steel sheet for galvanized-steel louvers, not less than 0.040-inch (1.02-mm) nominal thickness.
 2. Panel Finish: Same finish applied to louvers.
 3. Attach blank-off panels with sheet metal screws.

2.6 MATERIALS

- A. Galvanized-Steel Sheet: ASTM A 653/A 653M, **G60 (Z180)** zinc coating, mill phosphatized.
- B. Fasteners: Use types and sizes to suit unit installation conditions.
 1. Use Phillips flat-head screws for exposed fasteners unless otherwise indicated.
 2. For color-finished louvers, use fasteners with heads that match color of louvers.

- C. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal to 4 times the loads imposed, for concrete, or 6 times the load imposed for masonry, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.7 FABRICATION

- A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.
- C. Maintain equal louver blade spacing to produce uniform appearance.
- D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
 - 1. Frame Type: Exterior flange unless otherwise indicated.
- E. Include supports, anchorages, and accessories required for complete assembly.
- F. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or 72 inches (1830 mm) o.c., whichever is less.
 - 1. Fully Recessed Mullions: Where indicated, provide mullions fully recessed behind louver blades. Where length of louver exceeds fabrication and handling limitations, fabricate with close-fitting blade splices designed to permit expansion and contraction.
 - 2. Exterior Corners: Prefabricated corner units with mitered and with fully recessed mullions at corners.

2.8 ALUMINUM FINISHES

- A. Finish louvers after assembly.
- B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Color and Gloss: Color as selected by Architect from manufacturer's full range in gloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Protect unpainted galvanized and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

- A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION

Replace paragraph 26 05 00-1.22 with the following:

1.22 TEMPORARY ELECTRICAL WORK

- A. Use of existing facility power for construction purposes is not permitted.
- B. The General Contractor shall make all arrangements with the local utility company for metered electrical service, pay for the installation of all temporary service to utility point, and upon completion of project, pay for removal of temporary service. The General Contractor shall patch surfaces and structure after services have been removed. The service shall be 120/208 volt, 3 phase, 4 wire, 200 amps
- C. The meter shall be taken out in the General Contractor's name.
- D. The General Contractor shall pay for all electrical energy consumed for construction purposes for all trades including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The General Contractor shall continue to pay for energy used until substantial completion even though equipment has been connected to the permanent wiring.
- E. The Electrical Trade shall provide meter base and wiring to point of utility termination, provide 3R main fused service switch, and 3R fused or 3R breaker distribution panel(s) or power centers. The Electrical Trade shall also provide, at no cost to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until substantial completion. Upon completion of the project, the Electrical Trade shall remove the temporary system.
- F. The General Contractor shall be compensated by those requiring three phase and single-phase energy used for equipment other than fractional horsepower hand tools. Arrangements shall be made with the Lead Contractor before construction equipment is used.
- G. The General Contractor shall post the cost rates at start of construction. Rates may be posted on an hourly use basis or energy may be submetered at the General Contractor's option, but shall be based upon a fair and reasonable estimate of the cost of power used as billed by the Utility.
- H. After Substantial Completion of the permanent electrical system and building wiring, permanent receptacles may be used during finishing work. Permanent wiring for lighting fixtures, switches and receptacles shall be installed only after all masonry and plastering has been completed, but this wiring shall not be used for motors larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits to mains of electrical panels at the expense of those trades requiring them, provided that special permission is obtained from Owner's Project Representative and the installation is made by skilled electricians.
- I. Any Trade that has a temporary office shall provide and pay for installation of temporary service for lighting of such temporary office.
- J. The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable Owner's Project Representative to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations).
- K. Provide at least two duplex outlets for small power tools for each 400 square feet of floor space, 120 volt single phase. Locate duplex outlets so that the power is available at any point of use with not more than 100 ft. power cord. Circuits shall be 20 ampere, single pole.
- L. All Trades shall furnish their extension cords and lamps other than those furnished for general lighting.
- M. All Trades and other separate Contractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost.

- N. *Those trades requiring lighting or other electrical service outside of building shall pay for the installation and removal of service, maintenance charges, and energy consumed.*
- O. *Trades requiring voltage other than basic temporary system specified, three phase power, or a special single phase run, for operation of construction equipment or testing shall make their own arrangements with the General Contractor for cost of energy used, and the Electrical Trade for the cost of installation, and removal when no longer required.*
- P. *Heating and Ventilating Trade shall provide wiring, equipment and connections for portable or temporary heating units.*

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23 11 00	Facility Fuel Piping	23 11 00-6
23 31 00	HVAC Ducts and Casings	23 31 00-8
23 33 00	Air Duct Accessories	23 33 00-3
23 34 00	HVAC Fans	23 34 00-3
23 37 13	Diffusers, Registers and Grilles	23 37 13-2
23 41 00	Particulate Air Filtration	23 41 00-3

DIVISION 26 - ELECTRICAL

Section	Title	Pages Thru
26 05 00	Common Work Results for Electrical	26 05 00-15
26 05 02	Electrical Demolition for Remodeling	26 05 02-3
26 05 04	Cleaning, Inspection and Testing of Electrical Equipment	26 05 04-3
26 05 19	Low-Voltage Electrical Power Conductors and Cables	26 05 19-4
26 05 23	Control-Voltage Electrical Power Cables	26 05 23-3
26 05 26	Grounding and Bonding for Electrical Systems	26 05 26-2
26 05 29	Hangers and Supports for Electrical Systems	26 05 29-3
26 05 33	Raceway and Boxes for Electrical Systems	26 05 33-8
26 05 53	Identification for Electrical Systems	26 05 53-6
26 05 73	Short Circuit/Coordination and Arc Flash Study	26 05 73-6
26 22 00	Low-Voltage Transformers	26 22 00-3
26 24 16	Panelboards	26 24 16-3
26 27 02	Equipment Wiring Systems	26 27 02-2
26 27 26	Wiring Devices	26 27 26-4
26 27 28	Disconnect Switches	26 27 28-2
26 28 13	Fuses	26 28 13-2
26 29 00	Low-Voltage Controllers	26 29 00-3
26 51 13	Interior Lighting Fixtures, Lamps, And Ballasts	26 51 13-4

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section	Title	Pages Thru
28 31 00	Fire Detection and Alarm	28 31 00-27

DIVISION 31 – EARTHWORK

31 20 00	Earthwork	31 20 00-7
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DIVISION 32 – EXTERIOR IMPROVEMENTS

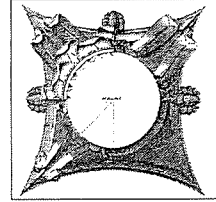
32 12 16	Asphalt Paving	31 12 16-7
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SECTION 00 01 15

LIST OF DRAWINGS

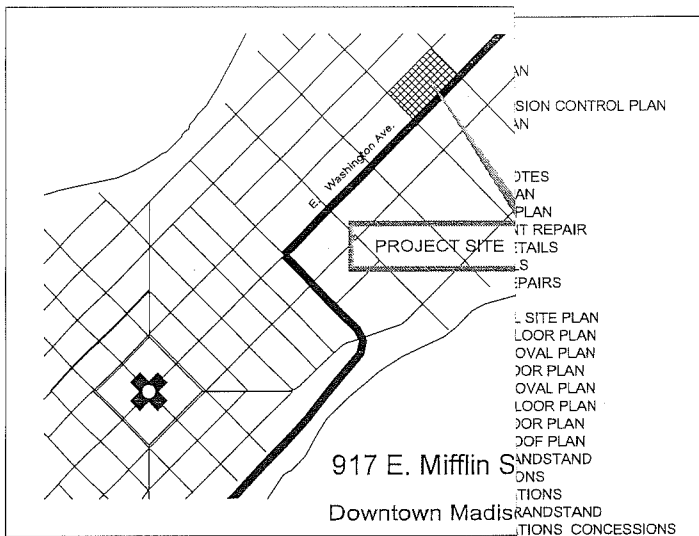
T0.1	Title Sheet
C100	Demolition Plan
C200	Site Plan
C300	Grading & Erosion Control Plan
C400	Utility Site Plan
C401	Alternate 3
S0.1	Structural Notes
S1.0	Foundation Plan
S1.1	Roof Framing Plan
S1.2	Expansion Joint Repair
S8.0	Foundation Details
S8.1	Framing Details
S8.2	Foundation Repairs
A0.1	Architectural Site Plan
A1.0	Lower Level Floor Plan Selective Removal Plan
A1.1	Field Level Floor Plan Selective Removal Plan
A2.0	Lower Level Floor Plan
A2.1	Field Level Floor Plan
A2.2	Upper Level Floor Plan
A2.3	Roof Plan Grandstand
A3.0	Building Sections
A4.0	Building Elevations Exterior of Grandstand
A4.1	Building Elevations Concessions
A5.0	Interior Elevations Restrooms
A6.0	Exterior Details
A6.1	Schedules
P0.1	Plumbing Symbols and Notes
P1.1	Field Level Plan – Demolition
P2.0	Field Level Underslab Plan
P2.1	Field Level Floor Plan
P3.1	Underslab Plan Enlarged
P3.2	Field Level Plan Enlarged
P5.0	Plumbing Details
P6.0	Plumbing Schedules
M0.1	Mechanical Symbols and Notes
M2.1	Field Level Plan
M3.1	Field Level Plan Enlarged
M3.2	Upper Level Plan
M5.0	Mechanical Schedules and Details

E0.1	Electrical Symbols and Notes
E2.1	Field Level Floor Plan
E3.1	Field Level Floor Plan Enlarged
E6.0	Plumbing Schedules
FS1	Foodservice Layout Plan
FS2	Foodservice Electrical Rough-in Plan
FS3	Foodservice Plumbing Rough-in Plan
FS4	Foodservices Building Works Plan
FS5	Food Service MEP Schedule
FS6	Foodservice Elevations and Details



CONC

LOCATION MAP



917 E. Mifflin St.
Downtown Madison












NORTH

GENERAL NOTES

1. IT IS THE RESPONSIBILITY OF EVERY CONTRACTOR/SUB CONTRACTOR TO REVIEW THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PLAN REVIEWS, PERMITS, AND INSURANCE.
3. FIELD VERIFY AND MARK ALL UTILITIES. PRIOR TO CONSTRUCTION, CONTACT DIGGERS HOTLINE AT 608-255-3333.
4. PROVIDE ALL MISCELLANEOUS BLOCKING AND SUPPORTS.
5. CONTRACTORS SHALL FIELD VERIFY ALL DIMENSIONS WITH EXISTING CONDITIONS. NOTIFY ARCHITECT IMMEDIATELY.

SHEET LEGEND

ROOM NAME-ROOM NUMBER		INTERIOR ELEVATION REFERENCE		LAYOUT PLAN
 102		BUILDING SECTION REFERENCE		ELECTRICAL ROUGH-IN PLAN
 102		VERTICAL ELEVATION SYMBOL		PLUMBING ROUGH-IN PLAN
				BUILDING WORKS PLAN MEP SCHEDULE ELEVATIONS AND DETAILS

- FOUNDATION CONTROL PLAN
- FOUNDATION PLAN
- FOUNDATION NOTES
- FOUNDATION PLAN
- FOUNDATION REPAIR
- FOUNDATION DETAILS
- FOUNDATION REPAIRS
- FOUNDATION SITE PLAN
- FOUNDATION FLOOR PLAN
- FOUNDATION OVAL PLAN
- FOUNDATION DOOR PLAN
- FOUNDATION OVAL PLAN
- FOUNDATION FLOOR PLAN
- FOUNDATION DOOR PLAN
- FOUNDATION JOIST PLAN
- FOUNDATION STANDARDS
- FOUNDATION CONNECTIONS
- FOUNDATION STANDARDS
- FOUNDATION CONNECTIONS
- FOUNDATION RESTROOMS
- FOUNDATION DETAILS
- FOUNDATION INTERIOR DETAILS
- FOUNDATION TOOLS & NOTES
- FOUNDATION DEMOLITION
- FOUNDATION SLAB PLAN
- FOUNDATION DOOR PLAN
- FOUNDATION ENLARGED
- FOUNDATION DOOR PLAN ENLARGED
- FOUNDATION DETAILS
- FOUNDATION TOOLS & NOTES
- FOUNDATION ENLARGED
- FOUNDATION CONNECTIONS
- FOUNDATION SCHEDULES & DETAILS
- FOUNDATION TOOLS & NOTES
- FOUNDATION DOOR PLAN
- FOUNDATION DOOR PLAN ENLARGED
- FOUNDATION SCHEDULES

BREESE STEVENS FIELD

CONCESSION AND RESTROOM BUILDING

Project
Proj. No.: 1617.02

Scale:
Drawn By:
Date: 04-16-2018
07-13-2018

Sheet No:

T0.1

- C. Bidders should inspect the site to become familiar with conditions of the site which will affect the Work. Bidders should verify points of connection with utilities, routing of outside piping to include required clearances from any existing structures, or other obstacles.
- D. Extra payment will not be allowed for changes in the Work required because of the successful bidder's failure to make this inspection.

1.21 REQUEST AND CERTIFICATION FOR PAYMENT

- A. Within 10 days after Notice to Proceed, the successful bidder will submit to the Owner's Project representative in a form prescribed by Division 1, a cost breakdown of the proposed values for work performed which, if approved by the Owner's project representative, will become the basis for construction progress and monthly payments. The cost breakdown items shall reflect actual work progress stages as closely as feasible.
- B. In addition, if payment will be requested for approved off-site stored material, then that material shall be listed as a line item in the request and certification for payment cost breakdown.

1.22 TEMPORARY ELECTRICAL WORK

- A. Any Trade that has a temporary office shall provide and pay for installation of temporary service for lighting of such temporary office.
- B. The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable Owner's Project Representative to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, [in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations).] (WI only)
- C. Provide at least two duplex outlets for small power tools for each 400 square feet of floor space, 120 volt single phase. Locate duplex outlets so that the power is available at any point of use with not more than 100 ft. power cord. Circuits shall be 20 ampere, single pole.
- D. All Trades shall furnish their extension cords and lamps other than those furnished for general lighting.
- E. All Trades and other separate Contractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost.
- F. Those trades requiring lighting or other electrical service outside of building shall pay for the installation and removal of service, maintenance charges, and energy consumed.
- G. Trades requiring voltage other than basic temporary system specified, three phase power, or a special single phase run, for operation of construction equipment or testing shall make their own arrangements with the General Contractor for cost of energy used, and the Electrical Trade for the cost of installation, and removal when no longer required.
- H. Heating and Ventilating Trade shall provide wiring, equipment and connections for portable or temporary heating units.

1.23 APPROVED ELECTRICAL TESTING LABORATORIES

- A. The following laboratories are approved for providing electrical product safety testing and listing services as required in these specifications:
 - 1. Underwriters Laboratories Inc.
 - 2. Electrical Testing Laboratories, Inc.

1.24 SLEEVES AND OPENINGS

- A. Openings required in new or existing construction that may be necessary for the installation of new work shall be provided by the respective contractor and all patching and repairing shall be done by workmen competent in the trade required, at the expense of the respective contractor. The respective contractor shall be responsible for arranging the work so that minimum cutting will be required. All rubbish and excess materials involved in such cutting shall be promptly removed from the site and disposed of by the contractor. Cutting through the floor or roof systems or load bearing walls shall be done only with the prior written approval of the Architect/Engineer so as to avoid damaging the structural system.

SECTION E: BIDDERS ACKNOWLEDGEMENT

BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING
CONTRACT NO. 8222

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.

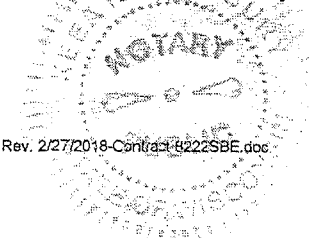
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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
9th day of August, 2018

Keena W. 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 8222 – 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

BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING
CONTRACT NO. 8222

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Joe Daniels Construction Co., Inc.

Address: 919 Applegate Road, Madison, WI 53713

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

Contact Person/Title: Joseph A. Daniels - President

Prime Bidder Certification

I, Joseph A. Daniels, President of
Name Title

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

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

Kevin L. Sainobury
Witness' Signature

Joseph A. Daniels
Bidder's Signature

August 9, 2018
Date

DANIELS

General Contractors

August 9, 2018

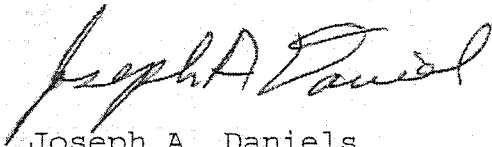
Affirmative Action Department
Madison Municipal Building
215 Martin Luther King Jr. Blvd.
Madison, WI 53701-1626

Re: Breese Stevens Field - Concession and Restroom Building
Contract #8222

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

Precast Concrete, Gutters & Down Spouts, Insulation, Plumbing, Painting, Electrical, Masonry, Roofing, Fire Protection, HVAC, Bleachers, Turf Restoration and Traffic Epoxy Coating

Sincerely,



Joseph A. Daniels
President

kis

BREESE STEVENS FIELD - CONCESSION AND RESTROOM BUILDING

CONTRACT NO. 8222

DATE: 8/9/18

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - CONSTRUCTION OF CONCESSION AND RESTROOM BUILDING, DECKING IMPROVEMENTS AND ACCESSIBLE RAMP - LS	1.00	\$1,642,461.00	\$1,642,461.00
Section B: Alternate 1			
90001 - FAÇADE AND GUTTERS, 1925 GRANDSTAND - LS	1.00	\$118,840.00	\$118,840.00
Section B: Alternate 3			
90003 - ALTERNATE CONNECTION TO EXISTING SANITARY SERVICE - LS	1.00	\$32,635.00	\$32,635.00
3 Items	Totals		\$1,793,936.00



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.

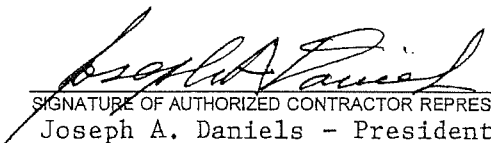
CERTIFICATE OF BIENNIAL BID BOND

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of September 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 SEPTEMBER 4, 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:

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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 SEVEN HUNDRED NINETY-THREE THOUSAND NINE HUNDRED THIRTY-SIX AND NO/100 (\$1,793,936.00) 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, qualification and application procedures

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

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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:

JOE DANIELS CONSTRUCTION CO., INC.

Kea I. Sainsbury 9/5/18
Witness Kea I. Sainsbury Date
Kea I. Sainsbury 9/5/18
Witness Kea I. Sainsbury Date

Company Name
Joseph A. Daniels 9/5/18
President Joseph A. Daniels Date
Samuel J. Daniels 9/5/18
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:

[Signature]
Finance Director
Signed this 26th day of September, 2018
[Signature]
Witness
Jon K. Phelps
Witness

[Signature]
City Attorney
[Signature] 2018
Mayor Date
Maibeth Witzel-Behl 9-11-18
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and THE CINCINNATI INSURANCE COMPANY Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND NINE HUNDRED THIRTY-SIX AND NO/100 (\$1,793,936.00) 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:

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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 5th day of September 2018

Countersigned:

JOE DANIELS CONSTRUCTION CO., INC.
Company Name (Principal)

Keea I. Sainsbury

Witness Keea I. Sainsbury

Joseph A. Daniels
President Joseph A. Daniels Seal

No Seal

Samuel J. Daniels
Secretary Samuel J. Daniels

Approved as to form:

THE CINCINNATI INSURANCE COMPANY
Surety Seal
 Salary Employee Commission

Patrick A. McKenna
City Attorney

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.

September 5, 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 Stephen 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 5th day of September, 2018



Signature of Steven D. Dan

Secretary

