

Contract Routing Form

ROUTING: Routine

printed on: 01/24/2019

Contract between: JWC Building Specialties, Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Monona Terrace Airwall Replacement

Contract No.: 8244 File No.: 53191
 Enactment No.: RES-19-00007 Enactment Date: 01/14/2019
 Dollar Amount: 260,432.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1-25-2019	1-25-2019
Director of Civil Rights	2/1/19	2-4-19 FS
Risk Manager	2-5-19	2-5-19 ml
Finance Director	2-5-19	2/6/19 mcl
City Attorney	103 2-7-19	2/12/19 JAE
Mayor	02.12.19	02.12.19

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

Original + 2 Copies

01/24/2019 09:31:55 enjls - Jon Evans 243-5893

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: A / Agency / No
 Contract Value: 260,432
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
Short Name:
SBS Company Number: 54218780
NAIC CoCode: 31194
FEIN: 06-0907370
Domicile Type: Foreign
State of Domicile: Connecticut
Country of Domicile: United States
NAIC Group Number: 3548 - Travelers Grp
Organization Type: Stock
Date of Incorporation: 07/18/1974
Merger Flag: Yes

Address

Business Address

1 TOWER SQ
 HARTFORD, CT 06183
 United States

Mailing Address

1 TOWER SQ
 HARTFORD, CT 06183
 United States

Statutory Home Office Address

1 TOWER SQ
 HARTFORD, CT 06183
 United States

Main Administrative Office Address

1 TOWER SQ
 HARTFORD, CT 06183
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(860) 277-0111

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 09/10/1975

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Effective Date: 07/01/1997
Legacy State ID: 110846
Issue Date: 09/10/1975
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

trudy

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Casualty	03/04/1992	03/16/2018	03/15/2019
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Property	03/04/1992	03/16/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/29/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

First Previous 1 2 Next Last

Contact

Contact Type Registered Agent for Service of Process	Preferred Name	Name *	E-mail	Phone	Address Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI United States County 53717
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First Previous **1** Next Last

Company Merger

Filter

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

First Previous **1** Next Last

Name Change History

Filter

Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

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File #:	53191	Version: 1	Name:	Awarding Public Works Contract No. 8244, Monona Terrace Airwall Replacement.
Type:	Resolution		Status:	Passed
File created:	9/14/2018		In control:	Engineering Division
On agenda:	1/8/2019		Final action:	1/8/2019
Enactment date:	1/14/2019		Enactment #:	RES-19-00007
Title:	Awarding Public Works Contract No. 8244, Monona Terrace Airwall Replacement. (4th AD)			
Sponsors:	BOARD OF PUBLIC WORKS			
Attachments:	1. Contract 8244.pdf			

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

Fiscal Note

The proposed resolution awards the contract for the Monona Terrace Airwall Replacement project at a total cost of \$281,270. Funding for the project is provided by unspent carryforward Room Tax and GO Borrowing appropriation authorized in the Monona Terrace adopted 2018 capital budget via the Building and Building Improvements capital program.

MUNIS:
80007-80-140

Title

Awarding Public Works Contract No. 8244, Monona Terrace Airwall Replacement. (4th AD)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low 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. 8244) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT
(TOTAL BID ONLY)

JWC BUILDING SPECIALITIES, INC. \$260,432.00

Acct. No. 80007-80-140:54210 (90963) \$260,432.00
Contingency 8± 20,838.00

GRAND TOTAL \$281,270.00

\$260,432.00
CONTRACTOR'S OFFICE COPY

BID OF JWC BUILDING SPECIALTIES, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE AIRWALL REPLACEMENT

CONTRACT NO. 8244

MUNIS NO. 80007

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JANUARY 8, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244**

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Exhibits available in Bid Express:

- Exhibit A: Plans
- Exhibit B: Monona Terrace Airwall Replacement Specifications

This Proposal, and Agreement have
been prepared by:

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



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

RFP: lw

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:	MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO.:	8244
SBE GOAL	10%
BID BOND	5%
PRE BID SITE WALKTHROUGH (1:30 P.M.)	August 30, 2018
SBE PRE BID MEETING (1:00 P.M.)	September 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 13, 2018
BID SUBMISSION (2:00 P.M.)	September 20, 2018
BID OPEN (2:30 P.M.)	September 20, 2018
PUBLISHED IN WSJ	August 23, 30 & September 6, 13

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

PRE-BID WALKTHROUGH: A pre-bid walkthrough will be conducted at the Monona Terrace Convention Center, located at 1 John Nolen Drive, per time and date above.

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

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Monona Terrace Airwall Replacement in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Thursday August 30, 2018. No additional questions or requests for clarifications will be received after this deadline.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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). 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 _____
Folding Partitions

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/aaTBDDir.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/aaTBDDir.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

MONONA TERRACE AIRWALL REPLACEMENT CONTRACT NO. 8244

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

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

ARTICLE 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road. The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

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

SECTION 102.11: 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 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Friday, October 19, 2018**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

ARTICLE 104 SCOPE OF WORK

Monona Terrace convention center, located at 1 John Nolen Drive, would like to replace the operable partition walls (Airwalls) in the Assembly Hall (Hall of Ideas), and Meeting Rooms. The existing walls are showing signs of significant wear, and due to the age of the product used, replacement parts are no longer available. Existing track should be repaired if necessary and reused.

Work to include:

- Removal and disposal of existing Airwalls (dumpster to be provided by owner onsite)
- Inspection of existing track with repairs as necessary

- Delivery and Installation of new Airwalls
- Add Alternate – Remove and Replace existing type 3 pocket doors (per drawings and specifications).

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

SECTION 104.1 LANDS FOR WORK

This project is an airwall replacement only, confined to the Assembly Hall (Hall of Ideas) and Meeting Rooms inside of an otherwise occupied building (Monona Terrace).

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

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

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

Exhibit A - Plan Set dated August 23, 2018

Exhibit B - Specifications (Divisions 0-1,10) dated August 23, 2018

SECTION 105.5 INSPECTION OF WORK

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

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

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

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

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

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

SECTION 105.7 CONTRACT DOCUMENTS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall notify adjacent property owners for any work affecting neighboring facilities. This includes adjoining conference spaces, offices and various rooms on neighboring floors. Contractor shall provide sufficient notification time to avoid any disruption to neighboring facility operations.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

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

SECTION 108.2 PERMITS AND LICENSING

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

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

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be provided in October with a construction start date on or about October 31, 2018.

There are two potential on-site installation timelines to replace the Airwalls. All work must be completed during the same installation timeline. No partial completion of work will be accepted. The first timeline is scheduled to start on December 16, 2018 and end on December 30, 2018. If work cannot be completed during this time, a backup installation timeline is scheduled beginning July 1, 2019 and ending July 6, 2019.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN Friday, July 31, 2019**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.

SECTION 109.9 LIQUIDATED DAMAGES

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

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

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

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

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

BID ITEM 90002 – ALTERNATE BID ITEM 1

Add Alternate 1: Provide all work to remove and replace pocket doors as shown on drawings and in specification section 10 22 39 in lieu of leaving existing pocket doors to remain.

METHOD OF MEASUREMENT: The ALTERNATE NO. 1 shall be measured as Lump Sum of the required construction and installations of alternate items described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT: The ALTERNATE NO. 1 shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

POINTS OF CONTACT

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

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

Lucas Wardell
City of Madison
PH: (608) 243-5894
Email: lwardell@cityofmadison.com

The Monona Terrace Operations contacts for this contract are:

Mike Waters
Monona Terrace Operations
PH: (608) 261-4154
Email: mwaters@mononaterrace.com

Bryan Cator
Monona Terrace Operations
PH: (608) 261-4031
Email: bcator@mononaterrace.com



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

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
City of Madison, Engineering Department**

**CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Monona Terrace Airwall Replacement, City of Madison, Contract #8244, as issued on August 23, 2018* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Specification Section 01 25 13 Substitution Request Procedures**
- **Specification Section 10 22 39 Folding Partition Panel Replacement**
- **Specbook Section A – Advertisement for Bids and Instructions to Bidders**
- **Specbook Section 109.7 – Time Of Completion**

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

1. **GENERAL CONTRACT CONDITIONS**

- A. Page A-1: Questions and Clarifications - Change due date of questions to 9/13.
- B. Page D-3: Section 109.7 - Change language to allow more flexibility in July timeline.

2. **GENERAL QUESTIONS AND ANSWERS**

No new questions.

3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

- A. Section 012513 Substitution Request Procedures - Specification amended to include a sample substitution request form.
- B. Section 10 22 39 Folding Partition Panel Replacement – Owner to be responsible for providing dumpsters, rather than contractor.

5. **DRAWINGS**

No new drawings.

6. **PROPOSAL**

No Change



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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

For questions regarding this bid, contact:

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

Sincerely,

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

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

Cc: Greg Fries, Kathy Cryan

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

1
2
3
4 PART 1 – GENERAL 1
5 1.1. SUMMARY 1
6 1.2. RELATED SPECIFICATIONS 1
7 PART 2 – PRODUCTS 1
8 2.1. SUBSTITUTION REQUEST FORM 1
9 PART 3 - EXECUTION 1
10 3.1. REQUESTING A SUBSTITUTION DURING BIDDING 1
11 3.2. REQUESTING A SUBSTITUTION AFTER AWARD OF CONTRACT 2
12 3.3. UNAUTHORIZED SUBSTITUTIONS 2
13

14 **PART 1 – GENERAL**

15
16 **1.1. SUMMARY**

- 17 A. The City of Madison uses a specific list of preferred products for various specification items to establish
18 standards of quality, utility, and appearance required.
19 B. The City of Madison will not allow substitutions for specified Products except as follows:
20 1. The Product is no longer produced or the product manufacturer is no longer in business.
21 2. The manufacturer has significantly changed performance data, product dimensions, or other such design
22 criteria for the specified Product(s).
23 3. Products specified by naming one or more Products or manufacturer's and "or approved equal" or
24 "approved equivalent."
25 C. The City of Madison will not allow substitutions for specified Products as follows:
26 1. For Products specified by naming only one Product and manufacturer, no substitute product will be
27 considered.
28 2. For Products specified by naming several Products or manufacturers select any one of the products or
29 manufacturers named, which complies with the specifications. No substitute product will be considered.
30 D. Request for substitutions from any party other than the General Contractor (GC) will not be accepted.
31

32 **1.2. RELATED SPECIFICATIONS**

- 33 A. Section 01 26 13 Request for Information (RFI)
34 B. Section 01 33 23 Submittals
35

36 **PART 2 – PRODUCTS**

37
38 **2.1. SUBSTITUTION REQUEST FORM**

- 39 A. During bidding all contractors (General and Sub-contractors) and suppliers of materials or products shall provide
40 hard copy of the Substitution Request form and all required attachments directly to the Project Engineer.
41 B. After bidding only the GC shall submit a request and shall use the form provided by CPM.
42

43 **PART 3 - EXECUTION**

44
45 **3.1. REQUESTING A SUBSTITUTION DURING BIDDING**

- 46 A. In the event that a substitution is requested during the bidding phase the Contractor or Supplier shall meet the
47 substitution request deadline listed in the bidding documents. No substitution request will be considered during
48 the bidding period after the stated substitution request deadline. In general this procedure shall be as follows:
49 1. Submit the Substitution Request Form including all required supporting documentation to the City
50 Project Manager and Project Engineer by the substitution request deadline specified in Section A of the
51 Contract Documents.
52 2. Submit a Substitution Request Form for each product, supported with complete data, drawings and
53 samples as appropriate, including:
54 i. Comparison of qualities of the proposed substitutions with that specified.
55 ii. Changes required in other elements of the Work because of the substitution.
56 iii. Effect on the construction schedule.
57 iv. Cost data comparing the proposed substitution with the Product specified.
58 v. Any required license fees or royalties.

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- vi. Availability of maintenance service and source of replacement materials.
- 3. The Owner and Engineer will review the Substitution Request Form and if approved the City of Madison will publish a bidding addendum authorizing the replacement. The Owner and Engineer may reject any substitution request without providing specific reasons.
- B. Substitutions submitted and approved during the bidding phase shall be announced by the City of Madison by addenda prior to the bid due date.

3.2. REQUESTING A SUBSTITUTION AFTER AWARD OF CONTRACT

- A. A substitution request will only be considered after award of contract if it meets the qualifying provisions as described in 1.1.B.1 above.
- B. The GC shall submit a substitution request using the form provided by CPM.
 - 1. Consulting Staff, Owner and Owners Representatives will review the request and provide the appropriate approvals and feed back to the GC.

3.3. UNAUTHORIZED SUBSTITUTIONS

- A. Any Contractor who substitutes products without proper authorization by the Owner and Engineer will be required to immediately remove and replace the product and all costs required to conform to the Contract Documents shall be borne by the General Prime Contractor.

END OF SECTION



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

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

Substitution Request Form

Today's Date:

Project Title:

Project Number:

Contract Number:

By completing and submitting this form for review, the General Contractor affirms that all of the following statements are correct:

1. The General Contractor affirms that this request is in compliance with the requirements described in Specification 01 25 13 Product Substitution Procedures.
2. The function, appearance, and quality of the proposed substitution are equal or superior to the specified item.
3. The proposed substitution does not affect dimensions shown on the drawings.
4. The proposed substitution will have no adverse affects on other trades, the construction schedule, or any specified warranty requirements.
5. Maintenance and service parts will be locally available for the proposed substitution. (GC shall provide supporting documentation, attached with this form.)
6. The General Contractor shall be responsible for any and all costs associated with this substitution request if approved. This includes but is not limited to fees for building design, engineering design fees, detailing fees, plan review fees, construction costs and inspection fees.

GC Substitution Request

General Title:

Related Specification:

Reason for Substitution:

Proposed Substitution: (Please include Name, Model, etc.)

Submitted By:

Company:

Phone:

Email:

**SECTION 10 22 39
FOLDING PARTITION PANEL REPLACEMENT**

PART 1 – GENERAL 1

 1.1. DESCRIPTION OF WORK 1

 1.2. QUALITY ASSURANCE 1

 1.3. SUBMITTALS 1

 1.4. WARRANTY 2

PART 2 - PRODUCTS 2

 2.1. ACCEPTABLE MANUFACTURERS 2

 2.2. FLAT PANEL TYPE FOLDING PARTITIONS 2

PART 3 - EXECUTION 3

 3.1. INSTALLATION 3

 3.2. ADJUSTMENTS 3

 3.3. ALTERNATES 3

PART 1 – GENERAL

1.1. DESCRIPTION OF WORK

- A. Extent of Folding Doors and Partitions is shown on the drawings. Work includes taking down and disposing of all existing panels in the Meeting Rooms and Hall of Ideas. Install new panels into the existing track meeting the following specifications. See Alternates for replacement of existing pocket doors in each room. Types of Folding doors and partitions required include the following:
1. Flat wall type folding panels only. Existing track to remain.

1.2. QUALITY ASSURANCE

- A. Installer Qualifications: Firm with not less than 5 years of successful experience in installation of units similar to those required for this project and which is acceptable to or licensed by the manufacturer of folding doors and partitions.
- B. Sound Transmission Classification (STC): Where shown, provide folding partition units capable of achieving STC rating indicated, when tested in accordance with procedures of ASTM E90.
- C. Flame Spread Rating: Use only facing materials which have a Flame Spread Rating of 25 or less when tested in accordance with ASTM E84.

1.3. SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for each type of Operable Partition.
- B. Certifications: Submit certifications by independent testing laboratories for the following:
-STC rating.
- C. Submittal drawings: Furnish submittal drawings showing complete sections, details and dimensions. Drawings to be submitted to Owner for review and approval prior to manufacture of panels. Submittal drawings shall fully detail:
1. Panel carriers, locations and operating details.

- 1 2. Top and bottom retractable seals with method of activation and location of operating mechanism.
- 2 3. Vertical seals on panels and expandable jamb attached to last panel for final closure. Show actual nesting
- 3 depth of panel vertical seals.
- 4 4. Panel construction showing gauges and thicknesses of all materials.
- 5 5. Construction of pass doors showing compliance with ADA and latching, hardware, operation, full width
- 6 panic device and accessories per this specification.
- 7 6. Pocket door construction including jambs and concealed operating hardware (for pricing of alternate bid
- 8 item)
- 9 D. Product delivery, storage, and handling: This Contractor is responsible for taking down and disposing of existing panels,
- 10 new panels, all freight charges, receiving, unloading and moving of materials to site. Factory wrap all panels in heavy
- 11 plastic prior to crating and hang panels with protective plastic wrap in place. Remove wrapping to complete installation.
- 12 This Contractor is responsible for disposing of existing materials and packing materials for new panels in dumpsters
- 13 provided by owner.

14
15 **1.4. WARRANTY**

- 16 A. Partitions and installation: Partitions and installation shall be guaranteed under normal usage for a period of two (2)
- 17 years after substantial completion.

18
19 **PART 2 - PRODUCTS**

20
21 **2.1. ACCEPTABLE MANUFACTURERS**

- 22 A. Manufacturer: Provide each type of Partition assembly as a complete unit by one manufacturer including necessary
- 23 hardware, fittings, accessories and anchorages.
- 24 B. Provide Operable Partitions by one of the following modified to be in strict conformance with all aspects of this
- 25 specification:
- 26 HUFCON Model 642 with type 40 carriers and 641 with type 36 carriers.
- 27 C. Other manufacturers may bid in conformance with function, utility, operation and will modify their partitions to be in
- 28 conformance with this specification. Requests for substitution of products should use the form found in specification
- 29 01 25 13 Product Substitution Procedures, and be submitted for review prior to the date listed Existing tracks will not
- 30 be replaced. All bidders must include compatible carriers to fit into existing tracks.

31
32 **2.2. FLAT PANEL TYPE FOLDING PARTITIONS**

- 33 A. Operation shall consist of a series of manually operated panels, top-supported, with mechanically operated bottom
- 34 seals. Type I panels to be center stacked, hinged in groups of two, as shown in the Meeting Rooms. No single panels
- 35 or groups of three panels will be permitted. Type II panels to be individual panels with remote stack as shown as
- 36 shown in the Hall of Ideas.
- 37 B. STC Rating: STC rating of 55 +/-1 STC.
- 38 C. Existing Track and Suspension System: Existing track is Hufcor standard aluminum #40 track for Meeting Rooms and
- 39 #36 for the Hall of Ideas. Provide one (1) four-wheel self-lubricating ball bearing carrier, equal to Hufcor type 40 for
- 40 each Meeting Room panel and two carriers, equal to Hufcor type 36 for each panel in the Hall of Ideas. Replacement
- 41 of track shall not be permitted.
- 42 D. Panels: Partition shall consist of equal size panels, 4" thick and not to exceed 48" wide. Panel faces shall be minimum
- 43 18-gauge steel with 1/2" gypsum board acoustical backer. Faces shall be mounted in full perimeter metal frames to
- 44 enclose and protect all edges of the surface material. Panel faces shall be removable and replaceable on the job site
- 45 for future service, repairs and re-facing.
- 46 E. Panel Quantities and Sizes: See drawings for panel sizes and quantities. No exception from these drawings will be
- 47 accepted.
- 48 F. Panel Frame Finish: Frames shall be steel with lambs wool baked powder coat finish.
- 49 G. Weight of Panels shall not exceed 11 pounds per square foot.
- 50 H. Sound Seals shall be as follows: VERTICAL seals between panels shall be deep nesting tongue and groove type. Both
- 51 top and bottom horizontal mechanical seals shall be operated by a removable handle concealed in the panel edge.
- 52 Top and Bottom retractable seals are required for all panels, including pass door and expandable closure seal panels.
- 53 The seals shall not contact the floor or track during movement of the panels. Operation of the seals shall require no
- 54 more than a 180 degree turn of the handle. Operating mechanism shall be located approximately 42" above finished
- 55 floor. Horizontal floor seals shall provide for minimum 2" floor and 1" top clearance and exert minimum of 40 pounds
- 56 of downward stabilizing pressure when extended. Constant contact sweep style seals, foot bolts, bump or trip-back
- 57 seals or activation of seals from panel face shall not be permitted. Mechanical seals shall allow panels to be locked

- 1 into place anywhere along track runs independent of other panels. Seals for all panels hinged in a group shall operate
2 simultaneously.
- 3 I. Jambs: Panels shall fade into pockets as shown. Pocket doors have gaskets on edges to seal against panel faces and
4 are designed for a minimum 4" thick panel. Provide compressible vinyl seal on lead edge of first panel. Fixed wall
5 jambs shall not be acceptable.
- 6 J. Lead panel in stack position shall be capable of activating bottom seals to lock partition in place and prevent
7 movement of panels by unauthorized persons.
- 8 K. Panel hinges on Meeting Room panels shall integral with or concealed by metal edge frame, such as piano or Soss
9 type hinges. Butt type hinges protruding more than 1/4" from panel face shall not be acceptable.
- 10 L. Pass Door Panels: Provide panels with inset pass doors where shown on plans. Pass door panels shall have same
11 retractable pressure seals at the top and the two bottom legs. Pass door shall have adjustable floating seal at
12 bottom. Pass door panels shall not change top and bottom retractable seals on adjacent panels. Pass doors to be
13 minimum 7'-0" x 3'-0" and include ADA compliant hardware. Provide full width non-locking panic device on push side
14 of all pass doors and pull type latching hardware on opposite side. Roller or magnetic latching shall not be
15 acceptable. Provide photo luminescent exit sign above each inset pass door where noted on drawings.
- 16 M. Pocket Doors (Alternate bid item 1): Provide acoustical pocket doors where shown. All operating hardware to be
17 concealed. Hinges to be piano or Soss type. Butt hinges and face or surface mounted foot or floor bolts shall not be
18 acceptable. Provide one (1) new type 3 pocket door for the Hall of Ideas, and provide seven (7) new type 3 pocket
19 doors for the Meeting Rooms under Alternate 1.
- 20 E. Finishes:
- 21 Panel Frames: Powder coated enamel in lambs wool.
- 22 Panel Faces: Pattern and color to match existing panel faces. Basis of design to be Hufcor Revelations woven polyester
23 fabric. Pattern to be Silk Road. Color to match existing - Raw Silk #22-02.
- 24 Pocket Doors (Alternates 1 & 2): Outside faces to match same Revelations woven fabric as on basic panels. Inside faces
25 to be standard vinyl in color similar to the Revelations fabric.
- 26 B. Attic Stock: Provide one roll of 50 yards of the Revelations fabric to the owner at time of delivery of new panels.
27 Fabric to be wrapped in plastic and marked as "Attic Stock for new Folding Panels 2018".

28 29 **PART 3 - EXECUTION**

30 31 **3.1. INSTALLATION**

- 32 A. General: Comply with manufacturer's recommended installation procedures unless more stringent requirements are
33 indicated elsewhere.
- 34 B. Acoustical Units: Install units with STC rating so that seals are in contact with entire perimeter when unit is in closed
35 position, forming light-tight barrier.
- 36 C. Light-Leakage Test: Illuminate one side of partition installation and observe vertical joints and top and bottom seals
37 for voids. Adjust partitions for alignment and full closure of vertical joints and full closure along top and bottom seals.
- 38 D. Owner Training: Engage a factory-authorized service representative to train Owner's maintenance personnel to
39 adjust, operate, and maintain operable panel partitions.

40 41 **3.2. ADJUSTMENTS**

- 42 A. Adjust units as necessary to assure smooth, quiet operation without warping or binding. Check and readjust
43 operating hardware so that latches engage accurately and positively without forcing and binding.

44 45 **3.3. ALTERNATES**

- 46 A. Alternate #1: Provide price to replace the one (1) existing pair of pocket doors in the Hall of Ideas and seven (7) existing
47 pair of pocket doors in the meeting rooms, and replace with new pocket doors as described in the specifications above.

48
49
50 **END OF SECTION**

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:	MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO.:	8244
SBE GOAL	10%
BID BOND	5%
PRE BID SITE WALKTHROUGH (1:30 P.M.)	August 30, 2018
SBE PRE BID MEETING (1:00 P.M.)	September 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 13, 2018
BID SUBMISSION (2:00 P.M.)	September 20, 2018
BID OPEN (2:30 P.M.)	September 20, 2018
PUBLISHED IN WSJ	August 23, 30 & September 6, 13

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

PRE-BID WALKTHROUGH: A pre-bid walkthrough will be conducted at the Monona Terrace Convention Center, located at 1 John Nolen Drive, per time and date above.

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

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Monona Terrace Airwall Replacement in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Thursday September 13, 2018. No additional questions or requests for clarifications will be received after this deadline.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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

AD-1 REVISIONS

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be provided in October with a construction start date on or about October 31, 2018.

There are two potential on-site installation timelines to replace the Airwalls. All work must be completed during the same installation timeline. No partial completion of work will be accepted. The first timeline is scheduled to start on December 16, 2018 and end on December 30, 2018. If work cannot be completed during this time, a backup installation timeline is scheduled beginning July 1, 2019 and ending July 6, 2019. Additional time may be requested from Owner as needed to complete work. Coordinate installation with Owner to avoid interference with areas adjoining the work.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN Friday, July 31, 2019**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.



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

**NOTICE OF ADDENDUM
ADDENDUM NO. 2
City of Madison, Engineering Department**

**CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Monona Terrace Airwall Replacement, City of Madison, Contract #8244, as issued on August 23, 2018* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Specbook Section A – Advertisement for Bids and Instructions to Bidders**
Please attach these Addendum documents to the Drawings and Project manual in your possession.

1. **GENERAL CONTRACT CONDITIONS**

- A. Section A: Prequalification Due Date Changed to Thursday October 18, 2018
Bid Submission Date changed to Thursday October 25, 2018
Bid due date changed to Thursday October 25, 2018
Dates for ad changed to include 9/20, 9/27, 10/4, 10/11, 10/18
- B. Section A: Due Date for Questions and Clarifications changed to Thursday October 11, 2018

2. **GENERAL QUESTIONS AND ANSWERS**

No new questions.

3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

This section is not used.

5. **DRAWINGS**

No new drawings.

6. **PROPOSAL**

No Change



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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

For questions regarding this bid, contact:

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

Sincerely,

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

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

Cc: Greg Fries, Kathy Cryan

SECTION 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:	MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO.:	8244
SBE GOAL	10%
BID BOND	5%
PRE BID SITE WALKTHROUGH (1:30 P.M.)	August 30, 2018
SBE PRE BID MEETING (1:00 P.M.)	September 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	October 18, 2018
BID SUBMISSION (2:00 P.M.)	October 25, 2018
BID OPEN (2:30 P.M.)	October 25, 2018
PUBLISHED IN WSJ	August 23, 30 & September 6, 13, 20, 27 & October 4, 11, 18

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

PRE-BID WALKTHROUGH: A pre-bid walkthrough will be conducted at the Monona Terrace Convention Center, located at 1 John Nolen Drive, per time and date above.

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

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Monona Terrace Airwall Replacement in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Thursday ~~October 11, 2018~~. No additional questions or requests for clarifications will be received after this deadline.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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.

NO CHANGES TO REMAINDER OF SECTION A



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

**NOTICE OF ADDENDUM
ADDENDUM NO. 3
City of Madison, Engineering Department**

**CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Monona Terrace Airwall Replacement, City of Madison, Contract #8244, as issued on August 23, 2018* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Specbook Section A – Advertisement for Bids and Instructions to Bidders**
Please attach these Addendum documents to the Drawings and Project manual in your possession.

1. **GENERAL CONTRACT CONDITIONS**

- A. Section A: Prequalification Due Date Changed to Wednesday November 21, 2018
Bid Submission Date changed to Thursday November 29, 2018
Bid due date changed to Thursday November 29, 2018
Dates for ad changed to include: 9/20, 9/27, 10/4, 10/11, 10/18, 10/25, 11/1, 11/8, 11/15, 11/22
- B. Section A: Due Date for Questions and Clarifications changed to Thursday November 15, 2018
- C. Section D: Article 103 Contract executed date changed to Friday, January 11, 2019

2. **GENERAL QUESTIONS AND ANSWERS**

No new questions.

3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

This section is not used.

5. **DRAWINGS**

No new drawings.

6. **PROPOSAL**

No Change



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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

For questions regarding this bid, contact:

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

Sincerely,

A handwritten signature in black ink, appearing to read "R. Phillips", with a long horizontal line extending to the right.

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

Cc: Greg Fries, Kathy Cryan

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:	MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO.:	8244
SBE GOAL	10%
BID BOND	5%
PRE BID SITE WALKTHROUGH (1:30 P.M.)	August 30, 2018
SBE PRE BID MEETING (1:00 P.M.)	September 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	November 21, 2018
BID SUBMISSION (2:00 P.M.)	November 29, 2018
BID OPEN (2:30 P.M.)	November 29, 2018
PUBLISHED IN WSJ	August 23, 30, September 6, 13, 20, 27, October 4, 11, 18, 25, November 1, 8, 15, 22

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

PRE-BID WALKTHROUGH: A pre-bid walkthrough will be conducted at the Monona Terrace Convention Center, located at 1 John Nolen Drive, per time and date above.

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

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Monona Terrace Airwall Replacement in the subject line.

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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.

SECTION D: SPECIAL PROVISIONS

MONONA TERRACE AIRWALL REPLACEMENT CONTRACT NO. 8244

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

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

ARTICLE 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road. The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

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

SECTION 102.11: 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 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Friday, January 11, 2019**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

ARTICLE 104 SCOPE OF WORK

Monona Terrace convention center, located at 1 John Nolen Drive, would like to replace the operable partition walls (Airwalls) in the Assembly Hall (Hall of Ideas), and Meeting Rooms. The existing walls are showing signs of significant wear, and due to the age of the product used, replacement parts are no longer available. Existing track should be repaired if necessary and reused.

Work to include:

- Removal and disposal of existing Airwalls (dumpster to be provided by owner onsite)
- Inspection of existing track with repairs as necessary



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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

November 20, 2018

**NOTICE OF ADDENDUM
ADDENDUM NO. 4**

**CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Monona Terrace Airwall Replacement, City of Madison, Contract #8244, as issued on August 23, 2018* and is hereby made a part of the contract documents.

This addendum consists of the following documents:
Exhibit A: Revised drawing sheets 002 & 003

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

1. **GENERAL CONTRACT CONDITIONS**
This section is not used.
2. **GENERAL QUESTIONS AND ANSWERS**
No new questions.
3. **ACCEPTABLE EQUIVALENTS**
 - A. Modernfold Encore Series – Product substitution request approved as acceptable alternate product
4. **SPECIFICATIONS**
This section is not used.
5. **DRAWINGS**
 - A. Panel height information added to sheets 002 & 003
6. **PROPOSAL**
No Change

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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

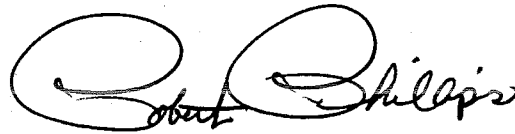
If you are unable to download plan revisions associated with the addendum, please contact the Engineering

office at 608-266-4751 to receive the material by another method.

For questions regarding this bid, contact:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, looping letters.

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

Cc: Greg Fries, Kathy Cryan



Office of City Engineering
City Engineering
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Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275
Website: www.cityofmadison.com/engineering.html

**NOTICE OF ADDENDUM
ADDENDUM NO. 5
City of Madison, Engineering Department**

**CONTRACT NO. 8244
MONONA TERRACE AIRWALL REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Monona Terrace Airwall Replacement, City of Madison, Contract #8244, as issued on August 23, 2018* and is hereby made a part of the contract documents.

This addendum consists of the following documents:
Exhibit A: Revised drawing sheets 002 & 003

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

1. **GENERAL CONTRACT CONDITIONS**
This section is not used.
2. **GENERAL QUESTIONS AND ANSWERS**
No new questions.
3. **ACCEPTABLE EQUIVALENTS**
This section is not used.
4. **SPECIFICATIONS**
This section is not used.
5. **DRAWINGS**
A. Drawings revised to fix printing issue
6. **PROPOSAL**
No Change

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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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



For questions regarding this bid, contact:

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

Sincerely,

A handwritten signature in black ink that reads "Robert Phillips".

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

Cc: Greg Fries, Kathy Cryan



CITY OF MADISON
 DEPT OF PUBLIC WORKS
 ENGINEERING DIVISION
 111 SOUTH REGENT ST. 115
 210 MARSHALL STREET, WISCONSIN
 MADISON, WI 53703
 PHONE: 608-265-4751

MONONA TERRACE AIRWALL REPLACEMENT
 1 JOHN NOLEN DRIVE
 MADISON, WI

AIRWALL
 REPLACEMENT
 FLOOR PLAN

CONTRACT
 # 8244

MUNIS
 # 80007

DRWN BY: LAW

DATE 08/09/16

REV:

SHT

001

GENERAL NOTES:

- THESE DRAWINGS FURTHER SUPPORTED BY SPECIFICATIONS

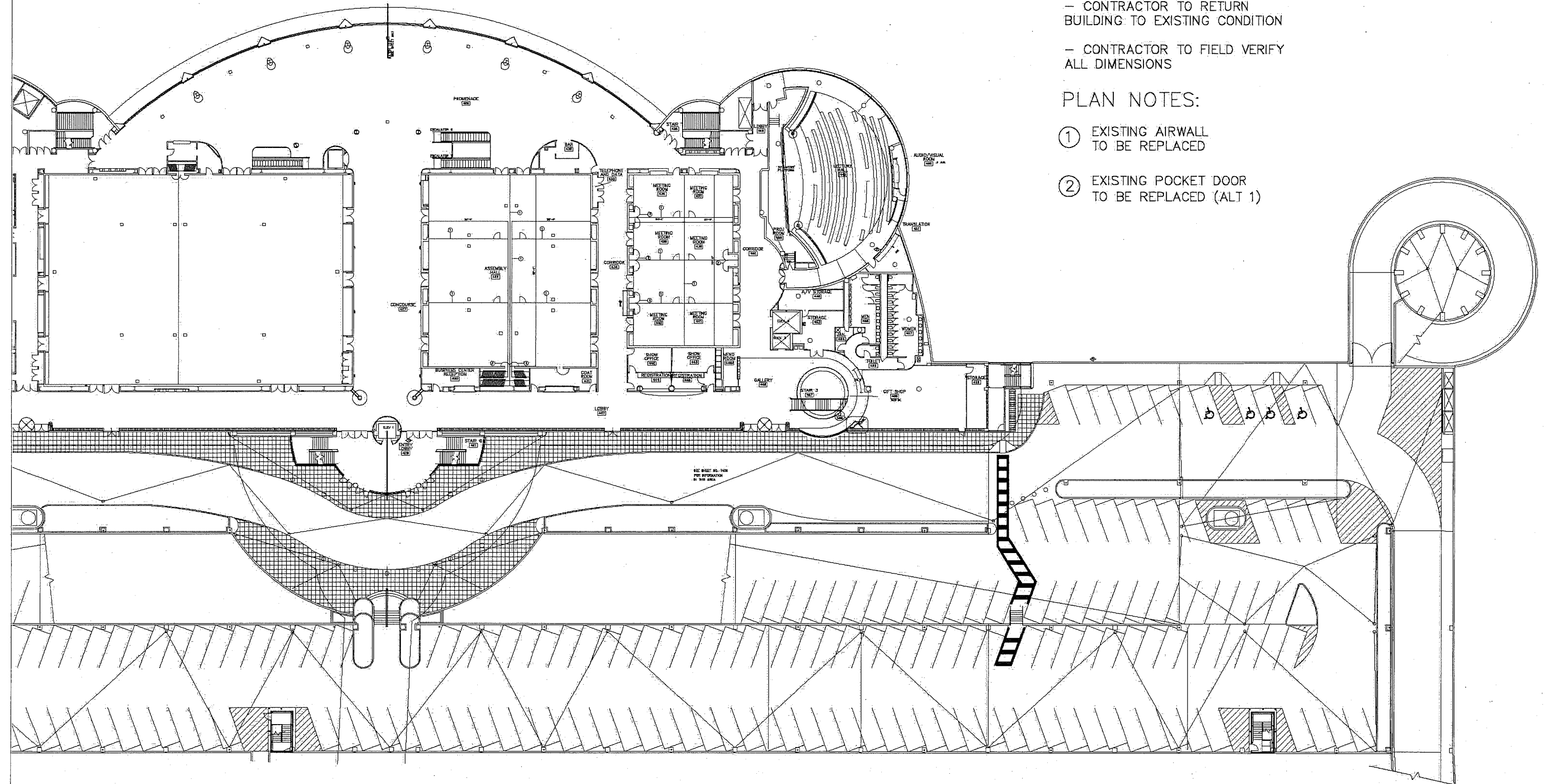
- CONTRACTOR TO RETURN BUILDING TO EXISTING CONDITION

- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS

PLAN NOTES:

① EXISTING AIRWALL TO BE REPLACED

② EXISTING POCKET DOOR TO BE REPLACED (ALT 1)

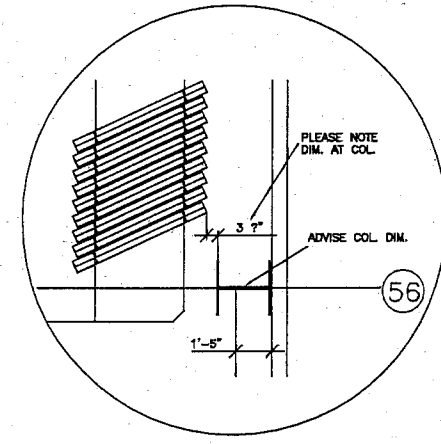
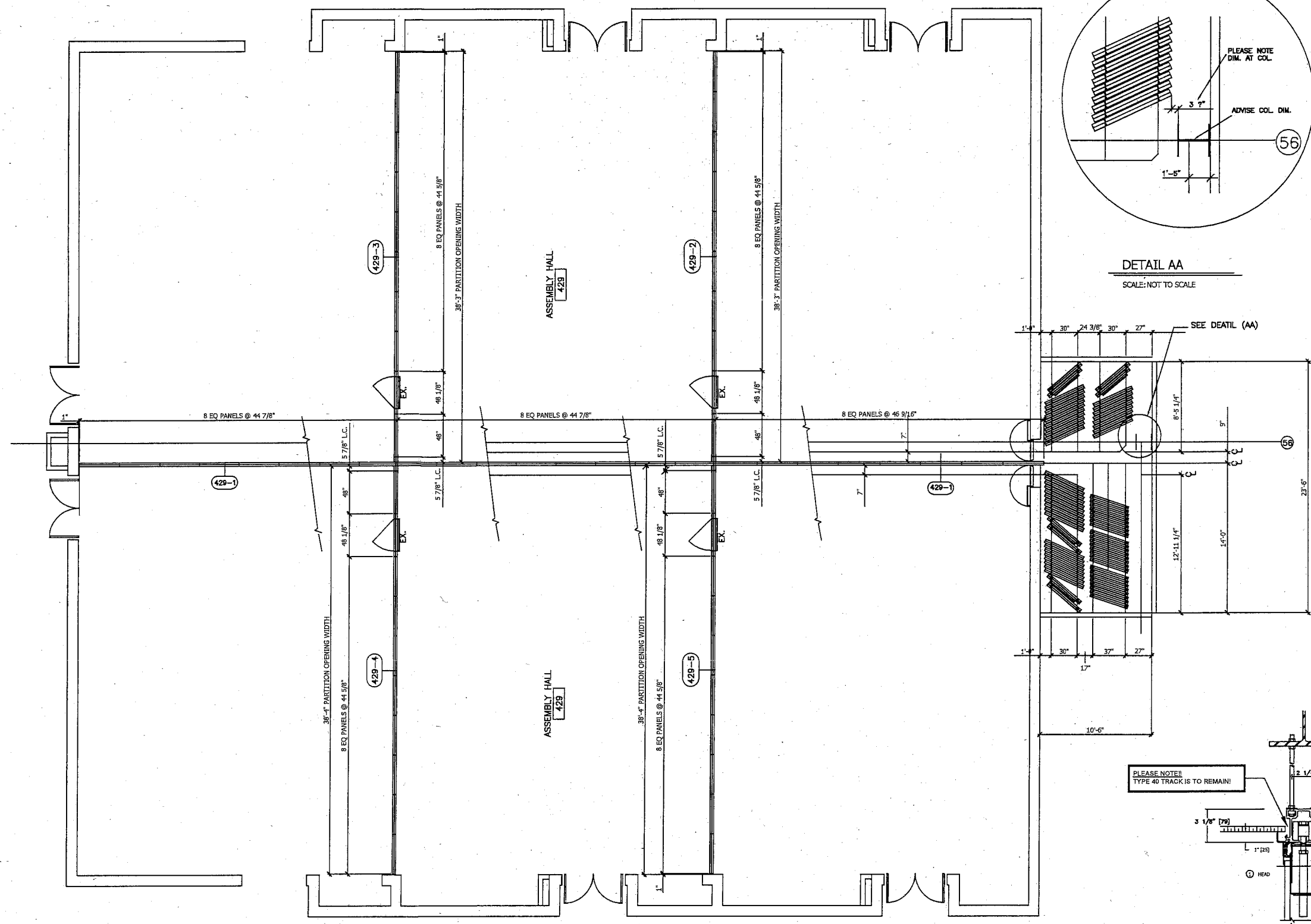




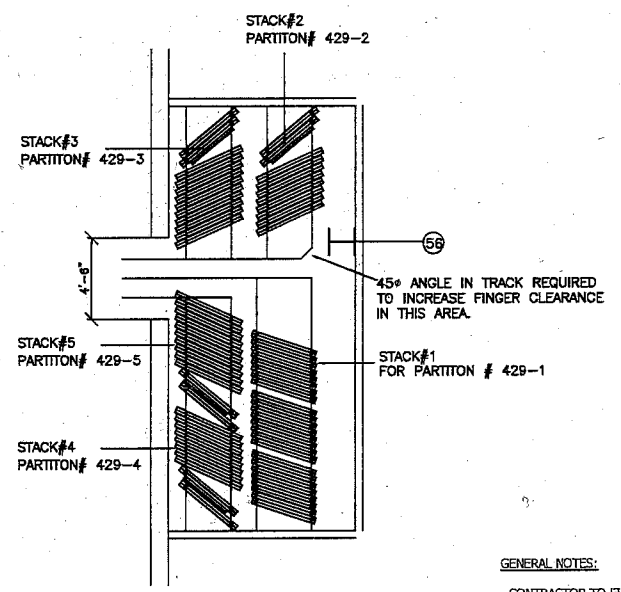
CITY OF MADISON
DEPT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY COUNTY BLDG RM 116
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703
PHONE: 608-265-4751

MONONA TERRACE AIRWALL REPLACEMENT
1 JOHN NOLEN DRIVE, 53703
MADISON, WI

CONTRACT # 8244
MUNIS # 80067
DATE 08/09/2018
REV:
SHT 002

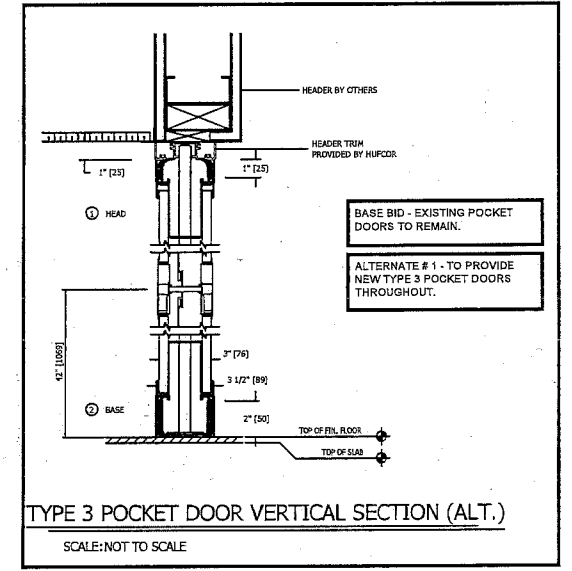


DETAIL AA
SCALE: NOT TO SCALE



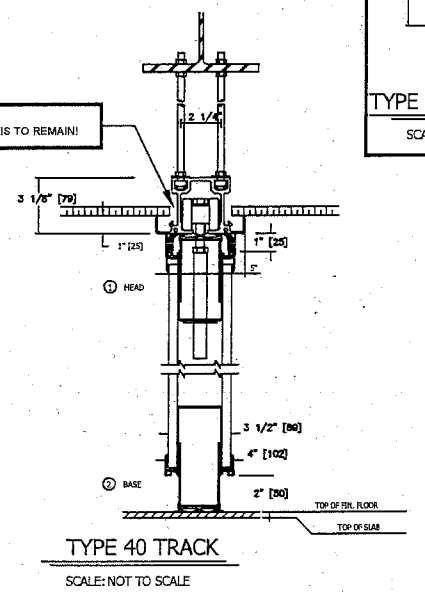
STACK LAYOUT
SCALE: NOT TO SCALE

- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
 - EXISTING TYPE 40 TRACK TO REMAIN.
 - THESE DRAWINGS FURTHER SUPPORTED BY SPECIFICATIONS
 - CONTRACTOR TO RETURN BUILDING TO EXISTING CONDITION FOLLOWING WORK.



TYPE 3 POCKET DOOR VERTICAL SECTION (ALT.)
SCALE: NOT TO SCALE

PLEASE NOTE!!
TYPE 40 TRACK IS TO REMAIN!



TYPE 40 TRACK
SCALE: NOT TO SCALE

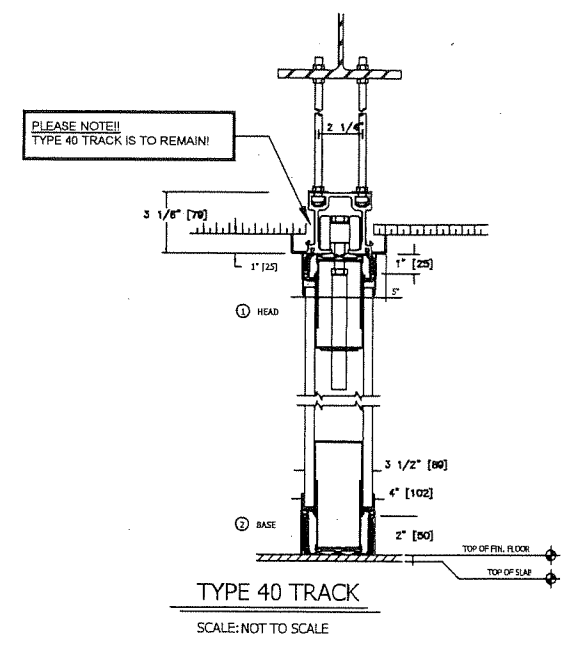
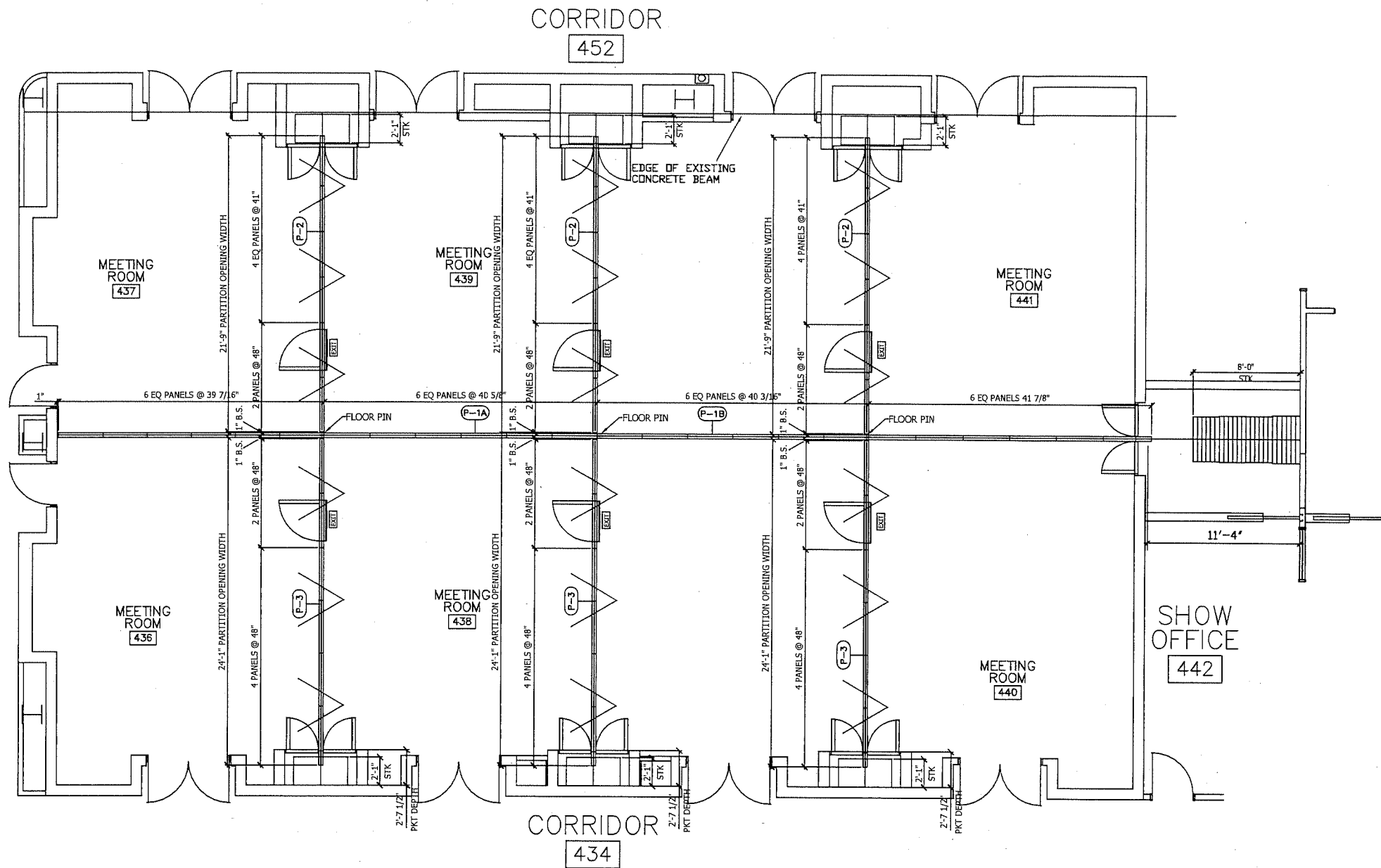
ASSEMBLY HALL/HALL OF IDEAS AIRWALL SCHEDULE					
WALL TAG	429-1	429-2	429-3	429-4	429-5
SECTION 1 PANELS	8 EQ PANELS @ 44 7/8"	1 PANEL @ 48"	1 PANEL @ 48"	1 PANEL @ 48"	1 PANEL @ 48"
SECTION 2 PANELS	8 EQ PANELS @ 44 7/8"	1 PANEL W/ PASSDOOR @ 48 1/8"	1 PANEL W/ PASSDOOR @ 48 1/8"	1 PANEL W/ PASSDOOR @ 48 1/8"	1 PANEL W/ PASSDOOR @ 48 1/8"
SECTION 3 PANELS	8 EQ PANELS @ 46 5/16"	8 EQ PANELS @ 44 5/8"	8 EQ PANELS @ 44 5/8"	8 EQ PANELS @ 44 5/8"	8 EQ PANELS @ 44 5/8"

Panel Height:
16'-0"

PARTIAL FLOOR PLAN
SCALE: 3/16" = 1'-0"

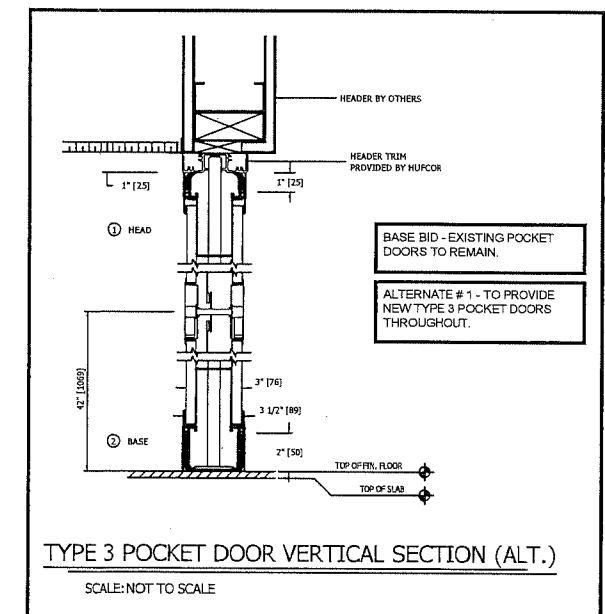


ASSEMBLY HALL/ HALL OF IDEAS
MONONA TERRACE
MADISON, WI



GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
- EXISTING TYPE 40 TRACK TO REMAIN.
- THESE DRAWINGS FURTHER SUPPORTED BY SPECIFICATIONS
- CONTRACTOR TO RETURN BUILDING TO EXISTING CONDITION FOLLOWING WORK.



MEETING ROOMS AIRWALL SCHEDULE				
WALL TAG	P-1A	P-1B	P-2	P-3
SECTION 1 PANELS	6 EQ PANELS @ 39 1/2"	6 EQ PANELS @ 40 3/8"	2 EQ PANELS @ 48" PASSDOOR IN 1 PANEL	2 EQ PANELS @ 48" PASSDOOR IN 1 PANEL
SECTION 2 PANELS	6 EQ PANELS @ 40 3/8"	6 EQ PANELS @ 41 7/8"	4 EQ PANELS @ 41"	4 EQ PANELS @ 48"

Panel Height: 12'-0"

MEETING ROOMS
MONONA TERRACE
MADISON, WI

DRAWN: 07/18/18 BY: BD SHEET: 1 OF 1 LAYOUT

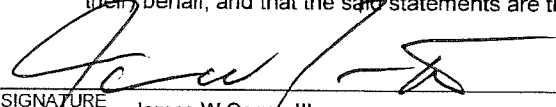
CONTRACT # 8244
MUNIS # 80007
DATE 08/09/2018
REV:
SHT
003

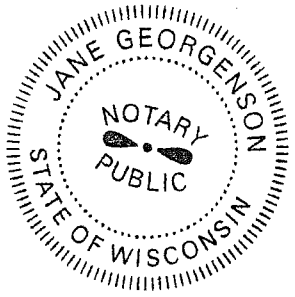
SECTION E: BIDDERS ACKNOWLEDGEMENT

MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244

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. 1 through 5 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 JWC Building Specialties, 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 Hartland State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


 SIGNATURE James W Cogger III
 President
 TITLE, IF ANY _____



Sworn and subscribed to before me this 27th day of Nov, 2018.

Jane Georgenson
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 6/26/21

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

SECTION F: BEST VALUE CONTRACTING

MONONA TERRACE AIRWALL REPLACEMENT
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Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
None ~~XXX~~ Field Service Techs
-
2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
 - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
 - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
 - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
 - Contractor has been in business less than one year.
 - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
 - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244

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: JWC Building Specialties, Inc.

Address: 955 Walnut Ridge Dr, Suite A, Hartland, WI 53029

Telephone Number: 262-522-1381 Fax Number: 262-522-9101

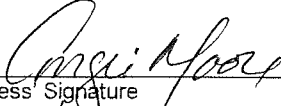
Contact Person/Title: Jim Cogan

Prime Bidder Certification

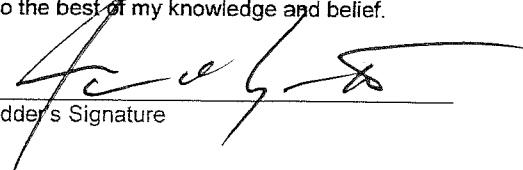
I, James W Cogan III President of
Name Title

JWC Building Specialties, Inc. certify that the information
Company

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


Witness Signature

11/27/18
Date


Bidder's Signature

**MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
None		0 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		0 %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
None		0 %
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	<u>0</u> % x 0.6 = <u>0</u> % (discounted to 60%)	
Total Percentage of SBE Utilization:	<u>0</u> %.	

MONONA TERRACE AIRWALL REPLACEMENT

CONTRACT NO. 8244
DATE: 11/29

**JWC Building Specialties,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - BASE BID - MONONA TERRACE AIRWALLS - Lump Sum	1.00	\$260,432.00	\$260,432.00
Totals			\$260,432.00

Not Included in Accepted Bid

Section B: Proposal Page Alternate No. 1

90001 - Alternate No. 1: Provide all work to remove and replace pocket doors as shown on drawings and in specification Section 10 22 39 in lieu of leaving existing pocket doors to remain - Lump Sum	1.00	\$27,117.00	\$27,117.00
---	------	-------------	-------------

SECTION G: BID BOND

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

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

MONONA TERRACE AIRWALL REPLACEMENT CONTRACT NO. 8244

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

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

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

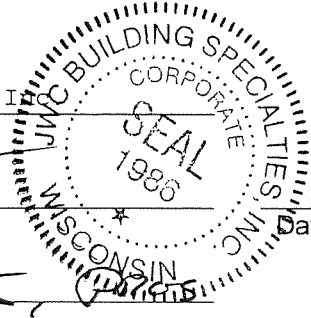
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

JWC Building Specialties, Inc.
Name of Principal

By

James W. Logan
Name and Title



10/19/18
Date

Seal SURETY

Travelers Casualty and Surety Company of America
Name of Surety

By

Trudy A. Szalewski
Name and Title

9/20/2018
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6502661 for the year 2018, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

9/20/2018
Date

Trudy A. Szalewski
Agent Signature Trudy A. Szalewski

10700 Research Drive - #450
Address

Milwaukee, WI 53226
City, State and Zip Code

414-225-5394
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232008

Certificate No. 007175437

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

Trudy A. Szalewski, Kelly Cody, Brian Krause, Roxanne Jensen, and Christopher Hovden

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of April, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this 5th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of Sept., 2018.


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 9th day of January in the year Two Thousand and Nineteen between JWC BUILDING SPECIALTIES, 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 JANUARY 8, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

MONONA TERRACE AIRWALL REPLACEMENT CONTRACT NO. 8244

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED THIRTY-TWO AND NO /100 (\$260,432.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244**

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:

JWC BUILDING SPECIALTIES, INC.

[Signature] 1/11/19
 Witness Date

[Signature] 1/11/19
 Witness Date

[Signature] 1/11/19
 Company Name President Date

[Signature] 1-11-2019
 Secretary 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

[Signature]
 City Attorney

Signed this 12th day of February, 2019

[Signature]
 Witness

[Signature] 02.12.19
 Mayor Date

[Signature]
 Witness

[Signature] 1-25-19
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JWC BUILDING SPECIALTIES, INC. as principal, and Travelers Casualty and Surety Company of America, Company of Hartford, CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED THIRTY-TWO AND NO /100 (\$260,432.00) 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:

**MONONA TERRACE AIRWALL REPLACEMENT
CONTRACT NO. 8244**

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 9th day of January 2019

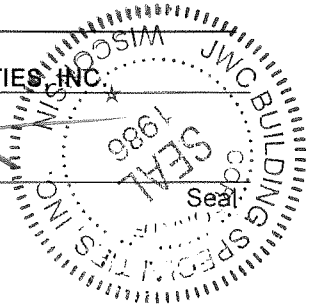
Countersigned:

Jane Gorgunson
Witness
Samuel Polpr
Secretary

JWC BUILDING SPECIALTIES, INC.

Company Name (Principal)

[Signature]
President



Approved as to form:

Patricia Fauton
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact Trudy A. Szalewski

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6502661 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

January 9, 2019
Date

[Signature]
Agent Signature Trudy A. Szalewski



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232008

Certificate No. 007175412

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

Trudy A. Szalewski, Kelly Cody, Brian Krause, Roxanne Jensen, and Christopher Hovden

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of April, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 5th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of Jan., 20 19


Kevin E. Hughes, Assistant Secretary



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