

\$297,797.00

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RENNEBOHM PARK SHELTER RESTROOM RENOVATION

CONTRACT NO. 9485

PROJECT NO. 14525-401-140

MUNIS NO. 14525

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 16, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

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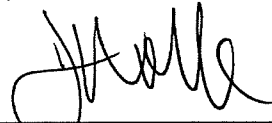
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EXHIBITS FOR BIDDING PURPOSES:
EXHIBIT A – Volume 1 Architectural Drawings dated January 19, 2024
EXHIBIT B – Volume 2 MEP Drawings dated January 19, 2024
EXHIBIT C – Project Manual Specifications dated January 19, 2024

DOCUMENTS FOR BIDDING REFERENCE:
REF DOC 1 – Lands for Work
REF DOC 2 – 1967 Construction Drawings
REF DOC 3 – Site Photos

This Proposal, and Agreement have
been prepared by:

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



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

JMW: as

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:	RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO.:	9485
SBE GOAL	14%
BID BOND	5%
SBE PRE BID MEETING	Thursday February 29, 2024
VIRTUAL BID TALK (2:00 P.M.)	Thursday February 1, 2024
PRE-BID BUILDING TOUR #1 (1:00 P.M.)	Thursday February 8, 2024
PRE-BID BUILDING TOUR #2 (1:00 P.M.)	Tuesday February 20, 2024
BIDDER QUESTIONS DUE	Thursday February 29, 2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	Thursday February 29, 2024
BID SUBMISSION (2:00 P.M.)	Thursday March 7, 2024
BID OPEN (2:30 P.M.)	Thursday March 7, 2024
PUBLISHED IN WSJ	January 25 and February 1, 8, 15, 22, and 29 2024

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

VIRTUAL BID TALK: The City of Madison is hosting a virtual Bid Talk session to review the Rennebohm Park Shelter Restroom Renovation project with interested bidders. All contractors are invited to attend the virtual meeting which will include a brief presentation of the project and a chance to ask questions. Please refer to the schedule in the table above for Bid Talk date and time.

PRE-BID BUILDING TOUR: The City of Madison is conducting two (2) Pre-Bid Building Tour sessions at the Rennebohm Park Shelter, 115 N. Eau Claire Avenue during the bidding period of this contract. All contractors are invited to attend a short introductory meeting, a short guided tour of the project area, and then will be allowed to more thoroughly review the project area at their own pace. Please refer to the schedule in the table above for Building Tour dates and times.

These are the only times contractors shall be allowed access to the interior spaces of the building. Contractors may review exterior public areas at any time during normal park hours.

City staff will be in attendance to take questions related to the plans and specifications. Questions shall be recorded and responded to in the form of a published addendum.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, the City Project Manager (CPM) shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a published bidding addendum.
- Requests for substitutions shall be done according to Specification 00 43 25 Substitution Request (During Bidding) and other specifications as necessary. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.

- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email with reference to [Rennebohm 9485](#) in the subject line.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.**

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

RENNEBOHM PARK SHELTER RESTROOM RENOVATION CONTRACT NO. 9485

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103: AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, April 18, 2024**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, April 17, 2024**.

ARTICLE 104: SCOPE OF WORK

This contract is for improvements to the Rennebohm Park Shelter building and site located at 115 N. Eau Claire Avenue in the University Hill Farms National Register Historic District, Madison, WI. The work includes, but is not limited to, removal and replacement of mechanical, electrical, and plumbing systems, removal and construction of some exterior walls, removal and replacement of slabs on grade, and interior renovations to create 4 individual use restrooms, a warming room, and a utility room within the existing enclosed area of the park shelter.

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.

PLEASE NOTE: It is the desire of the Parks Division to use and maintain the adjacent ice rink for winter recreation. Contractor shall provide a continuous water supply from mid-December 2024 through the end of February 2025 for rink filling and maintenance.

SECTION 104.1: LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented in REF DOC 1 and generally include the enclosed area of the park shelter and the paving to the north. Placement of Contractor-provided security fencing, dumpsters, and other items shall be located in the area indicated and shall be reviewed by the CPM.

Vehicles can only be parked on site in the area indicated as the Lands for Work during construction business hours. Under no circumstances shall construction vehicles or personal vehicles of construction personnel be parked on the adjacent park land.

No tobacco product use is allowed on the Lands for Work, inside the park shelter, or near any improvements or play structures within the park.

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, 2024 Edition
- Special Provisions including all plans and specifications as noted by the exhibits and documents listed below.

EXHIBITS FOR BIDDING PURPOSES:

EXHIBIT A – Volume 1 Architectural Drawings dated January 19, 2024

EXHIBIT B – Volume 2 MEP Drawings dated January 19, 2024

EXHIBIT C – Project Manual Specifications dated January 19, 2024

DOCUMENTS FOR BIDDING REFERENCE:

REF DOC 1 – Lands for Work

REF DOC 2 – 1967 Construction Drawings

REF DOC 3 – Site Photos

- All Addenda to the bidding documents.

SECTION 105.5: INSPECTION OF WORK

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

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

SECTION 105.6: CONTRACTORS RESPONSIBILITY FOR WORK

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

Any Contractor who identifies such a discrepancy during the bidding process shall notify the CPM 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 CPM in writing and request clarification on how to proceed. See Specification 01 26 13 – Request for Information (RFI).

SECTION 105.7: CONTRACT DOCUMENTS

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

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTIONS

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

Any Work outside the specified Lands for Work will need to be coordinated with CPM for City of Madison Engineering.

- Provide an anticipated work schedule including number of people, type of access, equipment, and duration. Schedule shall be supplied at least five (5) working days prior to the date access will be required.
- All tools, equipment, and materials shall be mobile and shall be moved back to the Lands for Work at the end of each work day.

All excessive noisy activities will need to be coordinated and scheduled with the CPM for City of Madison Engineering.

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

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

Periodically there will be request for tours of the park shelter during construction by Engineering or Parks Division staff. Generally the tours will be scheduled on one day per week (typically Friday) from 1-2 PM. Contractor shall accommodate these tour requests.

SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY

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

SECTION 108.2: PERMITS AND LICENSING

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

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

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

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

Prior to beginning work in the public right of ways, the Contractor shall obtain and pay for the City of Madison's "Application to Excavate in Public Right-Of-Way Connect to City Sanitary And/Or Storm Sewer". The application is located at <https://www.cityofmadison.com/engineering/permits>. The City will provide inspections and pay for all City inspections in the public right-of-way. The City inspectors will use Munis code 14525 to charge staff time for public right-of-way inspections.

SECTION 109.7: TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about August 20, 2024. Site mobilization may not commence until August 26, 2024.

The Contractor shall have reached a level of Substantial Completion/Certificate of Occupancy **NO LATER THAN April 30, 2025.**

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

SECTION 109.9: LIQUIDATED DAMAGES

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

CONTACT INFORMATION:

Amy Scanlon, Project Manager
ascanlon@cityofmadison.com
(608) 267-0743

John Fahrney
(608) 266-9091

Alane Boutelle
(608) 267-1197



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Financial Manager
Steven B. Danner-Rivers

MARCH 5, 2024

ADDENDUM NO. 01
City of Madison, Engineering Division

CONTRACT NO. 9485
RENNEBOHM PARK SHELTER RESTROOM RENOVATION

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Rennebohm Park Shelter Restroom Renovation, City of Madison, Contract #9485, as issued on January 26, 2024* and is hereby made a part of the contract documents.

Please attach these Addendum documents to the Volume 1 Architectural Drawings (Exhibit A), Volume 2 MEP Drawings (Exhibit B), Project Manual (Exhibit C), and Bid Proposal Specification document in your possession.

1. GENERAL CONTRACT CONDITIONS

No new conditions.

2. GENERAL QUESTIONS AND ANSWERS

1. Provide technical information for time clock and electric strike auto lock.
 - i. Please see plan and notes on Sheet EP1 for placement and information on time clock. Cut sheet with technical information on the Intermatic Model ET1725C system will be attached to this document.
2. Provide technical information for specified flush valves.
 - i. Please see plumbing details and notes on Sheet P5 and schedule notes on Sheet P7 for flush valve information. Cut sheet with technical information on the Sloan Optima 152-1.6 ES-S flush valve will be attached to this document.
3. Provide technical information for specified bottle fill station/drinking fountain.
 - i. Please see section on Sheet A5, plan on Sheet P3, riser diagram on Sheets P5 and P6, and schedule on Sheet P7 for information and placement on drinking fountain (DF-1). Cut Sheet with technical information on the Elkay LK44008BF Bottle Filling Station will be attached to this document.
4. The lighting print states that ¾" EMT will be used for all but the fixture whips. The spec packet doesn't state a size requirement for EMT in general. Does that note cover all EMT including conduit runs that would be used for power?
 - i. That note only applies to the lighting conduit. For the power conduit there are no size requirements as long as code minimums are met.
5. The light EC-5400 has been discontinued. What light should be substituted?
 - i. The Parks Division will provide 2 new-in-box light fixtures from their attic stock for the 2 locations where the EC-5400 is to be located. The 2 EC-5400 fixtures are owner furnished/contractor installed. A revised sheet EL1 is provided.
6. Some of the manufacturers for the new panel do not make a 54-pole option. The next size



available is 72. Could you verify if 54-pole is a hard number or if the 72 is an option.

- i. The panel with 72 spaces would be fine as long as there is enough physical space on the wall for mounting. Code requirements are the priority.
7. PLEASE NOTE: Contractor sign in sheets are attached for bidder information.
8. PLEASE NOTE: The Parks Division is planning numerous improvement projects at Rennebohm Park. The Rennebohm Park Shelter Restroom Renovation (contract 9485) is bidding at the same time as the Rennebohm Park Spray Feature (RFB 13008-0-2024-BG). Please review the bid documents on BidExpress. Third party bid sites do not accurately maintain and update the required bid documents.

3. **ACCEPTABLE EQUIVALENTS**

No accepted equivalents.

4. **SPECIFICATIONS**

No new specifications.

5. **DRAWINGS**

Revised EL1

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:

Amy Scanlon, AIA
City of Madison Engineering
Phone: 608-267-0743
Fax: 608-264-9275
Email: amyscanlon@cityofmadison.com



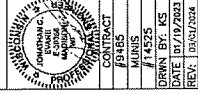
Bryan Cooper, Assistant City Engineer, AIA

**Contract #9485 Rennebohm Park Shelter Restroom Renovation
Pre-Bid Building/Site Tour Date: 2/20/24**

Name	Company Representing	Email	Phone
Connor Cook	Hooper Corporation	Cook@hoopercorp.com	(608) 268-2122
Cam Knutson	WESTRAL	CKNUTSON@WESTRAL.COM	262 753 3074



RENNBOHM PARK SHELTER RESTROOM RENOVATION



IECC 2015 Lighting Levels

Area	Task	Footcandle	Footcandle/ft²
General	Office	30	3
	Classrooms	30	3
	Corridors	10	1
	Stairways	5	0.5
Retail	General	10	1
	Product Displays	30	3
Industrial	General	10	1
	Assembly	20	2
	Machine Tools	50	5
	Manufacturing	30	3
Public Buildings	Classrooms	30	3
	Corridors	10	1
	Stairways	5	0.5
	Restrooms	10	1

Lighting Fixture Schedule (26.50.00 - Lighting)

Fixture Description	Quantity	Notes
4' x 8' LED Panel Light (2' x 4')	10	General lighting for restrooms
4' x 8' LED Panel Light (2' x 4') - Dimmable	5	Dimmable for energy efficiency
Emergency Light (2' x 4')	2	Exit lighting for egress

Lighting Device Schedule (26.09.23 - Lighting Control Devices)

Device Description	Quantity	Notes
LED Driver	10	For 4' x 8' LED panels
0-10V Dimmer	5	For dimmable LED panels

1. Details of existing lighting fixtures and controls. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
2. Notes on existing fixtures, components, and wiring. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
3. Location of new devices to be installed. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
4. Notes on new devices, components, and wiring. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
5. Location of new devices to be installed. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
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8. Notes on new devices, components, and wiring. This schedule all items are marked for new installation to function. This fixture, but is not marked as emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.



Notes:

- Lighting fixture details shall be provided by the manufacturer. This includes, but is not limited to, emergency, exit, task, architectural and so on. New items marked as such. Details include quantity, location, manufacturer, model, and other information.
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1. ED - Dimension 1/8" = 1'-0"

2. E2 - New Lighting 1/8" = 1'-0"

SPECIFICATIONS

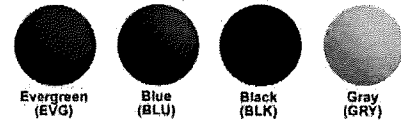
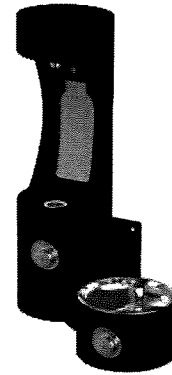
PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O® Bottle Filling Station Wall Mount with Single Fountain Non-Filtered Non-Refrigerated. Features shall include Heavy Duty Vandal Resistant, Laminar Flow, 300 Series Stainless. Furnished with Vandal Resistant bubbler. Mechanical Button activation. Product shall be Wall Mount (On Wall), for Outdoor applications, serving 2 station(s).

Special Features:	Heavy Duty Vandal Resistant, Laminar Flow, 300 Series Stainless
Finish:	Black (BK), Blue (BLU), Evergreen (EVG), Gray (GRY)
Power:	No Electrical Required
Bubbler Style:	Vandal Resistant
Activation by:	Mechanical Button
Mounting Type:	Wall Mount (On Wall)
Chilling Capacity:	Non-refrigerated
Dimensions (L x W x H):	21-1/4" x 21-7/16" x 33-1/2"
Approx. Shipping Weight:	176 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2
**When used in non-temperature controlled environments, unit(s) must be adequately winterized and/or protected from extreme heat to prevent damage where climates dictate.	

Special Note: Wall Mounted Bottle Filler Station (1), Bubbler Stations (1), Choose from 4 color options

- Mechanically-Activated unit continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.



Ships in one box.

A Century of Tradition and Quality. For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.



PRODUCT COMPLIANCE

- ADA & ICC A117.1
- ASME A112.19.3/CSA B45.4
- GreenSpec®
- NSF/ANSI 61 (Qs1) & 372 (lead free)
- NSF REG4



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000004376](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Refer to diagrams for plumbing rough-in. This fountain is to be mounted on a smooth, flat finished wall surface with adequate support.

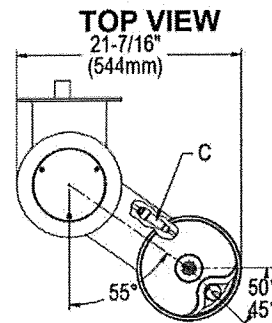
Note: Wall mounting structure must be capable of supporting 300lb. load minimum on fountain. To secure unit, use 3/8" minimum fasteners (not provided). Water service line and waste line are to be assembled as required. Final check for leaks and correct functions of fountain should be made. (For details see the installation instructions.)

Installation requires trap to be installed in wall. A service supply stop must be installed at the fountain inlet line. Trap and service stop not included.

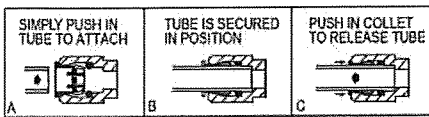
Caution - Fountain must be securely bolted to wall.

Note: For wall support required locations see installation instructions provided with fountain.

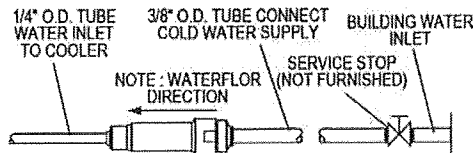
OPERATING PRESSURES:
Supply water 20 - 105 psi maximum



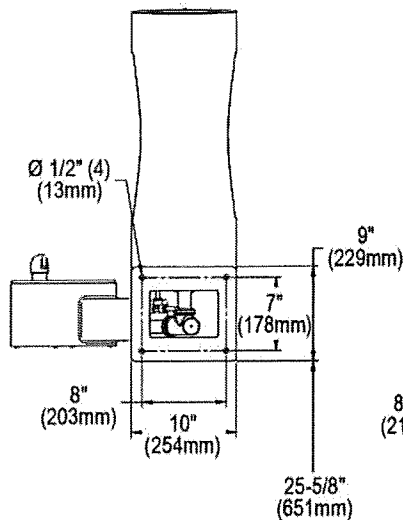
OPERATION OF QUICK CONNECT FITTINGS



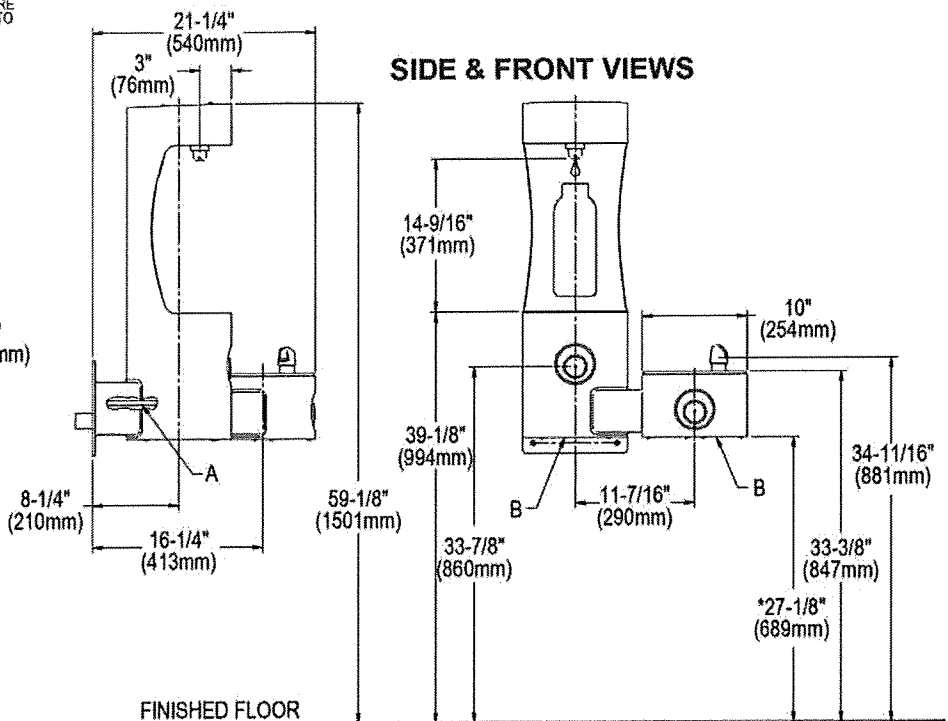
PUSHING TUBE IN BEFORE PULLING IT OUT HELPS TO RELEASE TUBE



BACK VIEW



SIDE & FRONT VIEWS

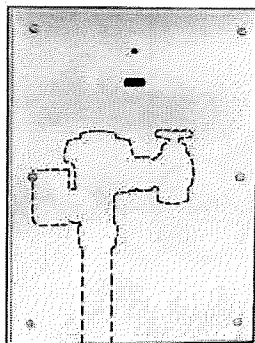


* ADA Requirement

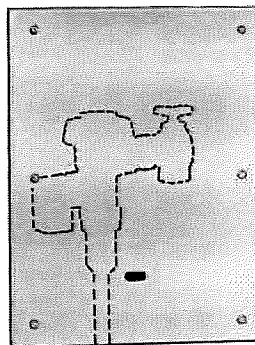
A = 3/8" O.D. UNPLATED COPPER TUBE CONNECT - SHUT OFF VALVE BY OTHERS
B = REMOVABLE BOTTOM COVER
C = IN-LINE STRAINER

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

INSTALLATION INSTRUCTIONS FOR OPTIMA® SYSTEMS SENSOR ACTIVATED ROYAL® CONCEALED CLOSET AND URINAL FLUSHOMETERS WITH WALL BOX



CLOSET FLUSHOMETER
WITH WALL BOX
Model 152 WB ES-S Shown



URINAL FLUSHOMETER
WITH WALL BOX
Model 195 WB ES-S Shown

Concealed Closet Flushometer with Wall Box — 1-1/2" Back Spud

Model 152 WB ES-S

Concealed Closet Flushometer with Wall Box — 1-1/2" Top Spud

Model 153 WB ES-S

Concealed Urinal Flushometer with Wall Box — 1-1/4" Back Spud

Model 190 WB ES-S

Concealed Urinal Flushometer with Wall Box — 1-1/4" Top Spud

Model 192 WB ES-S

Concealed Urinal Flushometer with Wall Box — 3/4" Back Spud

Model 195 WB ES-S

Concealed Urinal Flushometer with Wall Box — 3/4" Top Spud

Model 197 WB ES-S

Made in the U.S.A.

LIMITED WARRANTY

Sloan Valve Company warrants its WB ES-S Sensor Activated Royal® Series Flushometers with Wall Box to be made of first class materials, free from defects of material or workmanship under normal use and to perform the service for which they are intended in a thoroughly reliable and efficient manner when properly installed and serviced, for a period of three years (1 year for special finishes) from date of purchase. During this period, Sloan Valve Company will, at its option, repair or replace any part or parts which prove to be thus defective if returned to Sloan Valve Company, at customer's cost, and this shall be the sole remedy available under this warranty. No claims will be allowed for labor, transportation or other incidental costs. This warranty extends only to persons or organizations who purchase Sloan Valve Company's products directly from Sloan Valve Company for purpose of resale.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT IS SLOAN VALVE COMPANY RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY MEASURE WHATSOEVER.

PRIOR TO FLUSHOMETER INSTALLATION

Prior to installing the Sloan OPTIMA equipped Flushometer with Wall Box, install the items listed below as illustrated in the Rough-in diagrams on Pages 2 and 3.

- 2-gang electrical box — 4" x 4" x 2-1/2" (102 mm x 102 mm x 64 mm) for transformer; see paragraph entitled "Transformer Installation" (mount in a convenient location)
- Electrical wiring to the transformer box (120 VAC, 2 amp service required for each EL-154, 24 VAC, 50 VA transformer used)
- Closet or urinal fixture
- Drain line
- Water supply line

Important:

- INSTALL ALL ELECTRICAL WIRING IN ACCORDANCE WITH NATIONAL/ LOCAL CODES AND REGULATIONS.
- INSTALL ALL PLUMBING IN ACCORDANCE WITH APPLICABLE CODES AND REGULATIONS.

- WATER SUPPLY LINES MUST BE SIZED TO PROVIDE AN ADEQUATE VOLUME OF WATER FOR EACH FIXTURE.
- A 24 VAC STEP-DOWN TRANSFORMER MUST BE USED.
- USE APPROPRIATE PRECAUTIONS WHILE CONNECTING TRANSFORMER TO 120 VAC POWER SOURCE.
- FLUSH ALL WATER LINES PRIOR TO MAKING CONNECTIONS.

Sloan Flushometers are designed to operate with 15 to 100 psi (104 to 689 kPa) of water pressure. THE MINIMUM PRESSURE REQUIRED TO THE VALVE IS DETERMINED BY THE TYPE OF FIXTURE SELECTED. Consult fixture manufacturer for minimum pressure requirements.

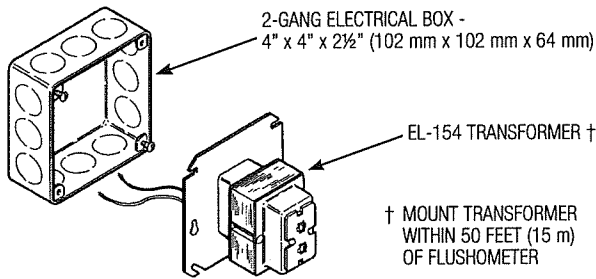
Most Low Consumption water closets (1.6 gallon/6.0 liter) require a minimum flowing pressure of 25 psi (172 kPa).

Protect the Chrome or Special finish of this Flushometer — DO NOT USE TOOTHED TOOLS TO INSTALL OR SERVICE THE VALVE. Also, see "Care and Cleaning" section of this manual.

IMPORTANT: EXCEPT FOR CONTROL STOP INLET, DO NOT USE PIPE SEALANT OR PLUMBING GREASE ON ANY VALVE COMPONENT OR COUPLING!

Transformer Installation

Install Transformer (EL-154) on a 2-Gang Electrical Box, 4" x 4" x 2-1/2" (102 mm x 102 mm x 64 mm) in a convenient location.



Note: One Sloan EL-154 transformer can operate up to ten OPTIMA equipped Flushometers. Run 18-gauge wire from transformer to Flushometer(s). Wire supplied by others. DO NOT supply power to transformer until installation of Flushometer is complete.

Note: A maximum of ten (10) Flushometer units can operate from one (1) Sloan EL-154 Transformer, Class 2, UL Listed, 50 VA (min.) at 24 VAC, plate mounted.

For 220/240 VAC electrical service, use Sloan Transformer EL-342.

Sensor Location (refer to Rough-in diagrams on Pages 2 and 3)

SENSOR LOCATION IS CRITICAL — Failure to properly position the electrical box to the plumbing rough-in will result in improper installation and impair product performance. All tradesmen (plumbers, electricians, tile setters, etc.) involved with the installation of this sensor activated flushometer must be familiar with the requirements of its installation. Improper installation may void the manufacturer's warranty.

Tools Required for Installation

- Slotted screwdriver
- Adjustable wrench
- Wire stripper/crimping tool
- Sloan A-50 Super-Wrench™, Sloan A-109 Plier Wrench or smooth jawed spud wrench
- #8 Drilled Spanner Head screwdriver for wall box cover plate (supplied)

!!! IMPORTANT !!!

Carefully read this manual to ensure proper product installation and longevity. Also, please visit our website www.sloanvalve.com to download our most recent documentation for this product.

With the exception of Control Stop Inlet, DO NOT use pipe sealant or plumbing grease on any valve component or coupling!

Never open Control Stop to where the flow from the valve exceeds the flow capability of the fixture. In the event of a valve failure, the fixture must be able to accommodate a continuous flow from the valve.

Protect the chrome or special finish of Sloan Flushometers — DO NOT USE toothed tools to install or service these valves. Use a Sloan A-50 Super-Wrench™, Sloan A-109 Plier Wrench or smooth jawed spud wrench to secure all couplings. Also see "Care and Cleaning" section of this manual.

This product contains mechanical and/or electrical components that are subject to normal wear. These components should be checked on a regular basis and replaced as needed to maintain the valve's performance.

If you have questions about how to install your Sloan Flushometer, consult your local Sloan Representative or call Sloan Installation Engineering Department at:

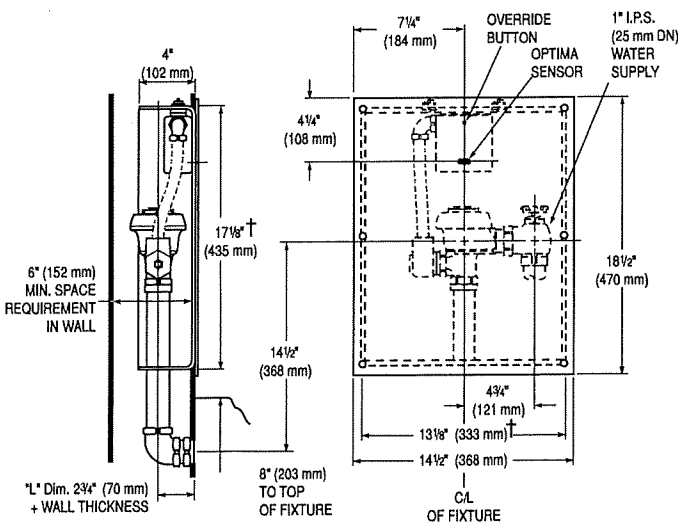
1-888-SLOAN-14 (1-888-756-2614) OR 1-847-233-2016

VALVE ROUGH-IN

Model 152-1.6 WB ES-S — Low Consumption, 1.6 gpf (6.0 Lpf)

Model 152-2.4 WB ES-S — 2.4 gpf (9.0 Lpf)

Model 152 WB ES-S — Water Saver, 3.5 gpf (13.2 Lpf)

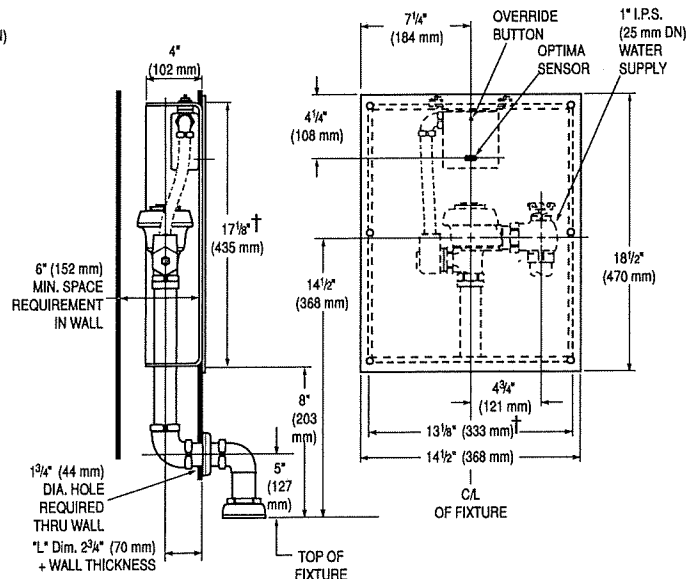


† Required Wall Opening.

Model 153-1.6 WB ES-S — Low Consumption, 1.6 gpf (6.0 Lpf)

Model 153-2.4 WB ES-S — 2.4 gpf (9.0 Lpf)

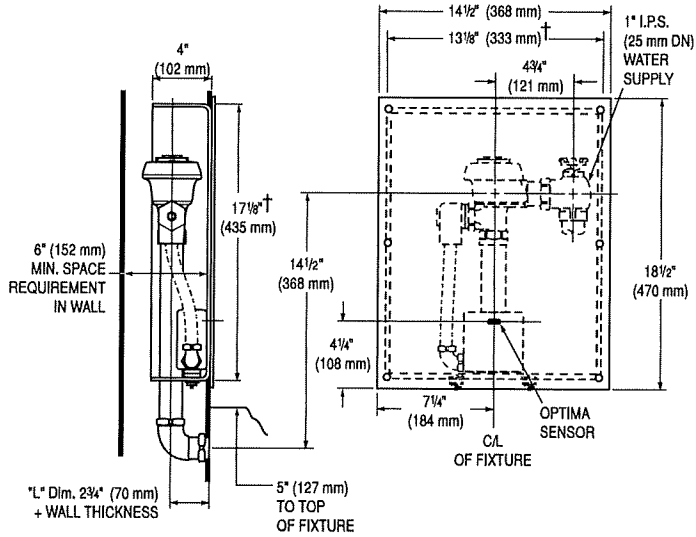
Model 153 WB ES-S — Water Saver, 3.5 gpf (13.2 Lpf)



† Required Wall Opening.

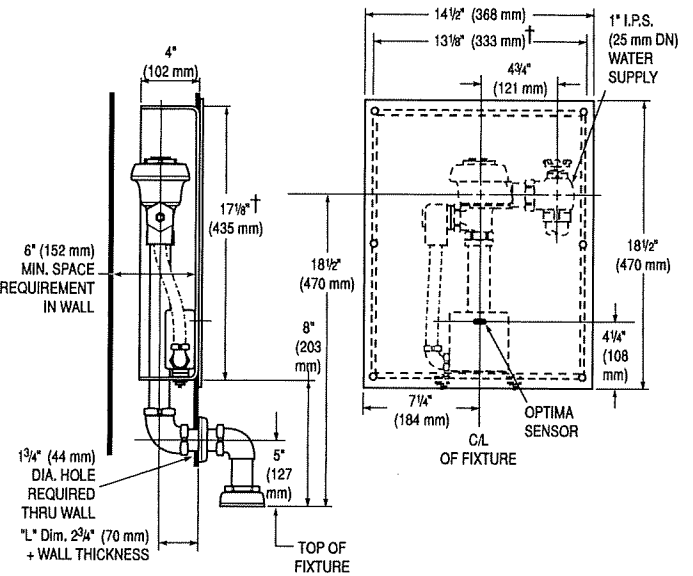
VALVE ROUGH-IN (continued)

Model 190-1.0 WB ES-S — Low Consumption, 1.0 gpf (3.8 Lpf)
Model 190-1.5 WB ES-S — Water Saver, 1.5 gpf (5.7 Lpf)
Model 190 WB ES-S — Conventional, 3.5 gpf (13.2 Lpf)



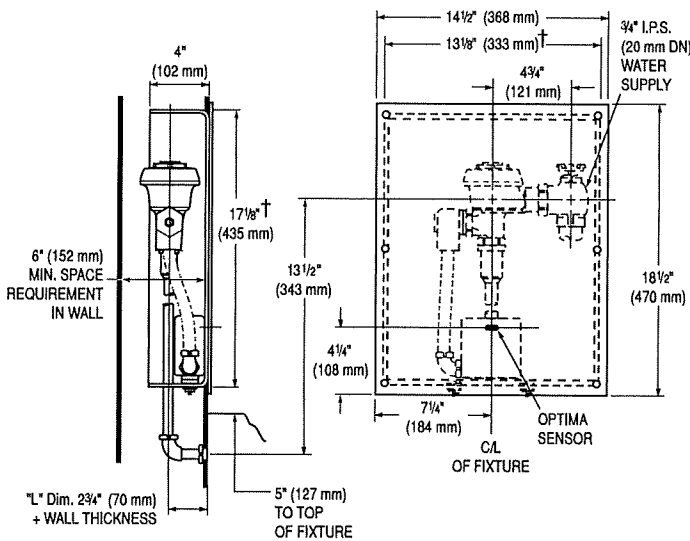
† Required Wall Opening.

Model 192-1.0 WB ES-S — Low Consumption, 1.0 gpf (3.8 Lpf)
Model 192-1.5 WB ES-S — Water Saver, 1.5 gpf (5.7 Lpf)
Model 192 WB ES-S — Conventional, 3.5 gpf (13.2 Lpf)



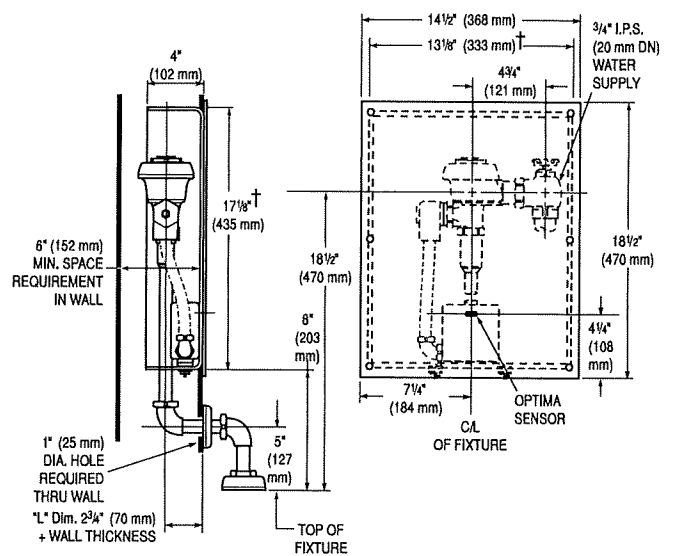
† Required Wall Opening.

Model 195-0.5 WB ES-S — 0.5 gpf (1.9 Lpf)
Model 195-1.0 WB ES-S — Low Consumption, 1.0 gpf (3.8 Lpf)
Model 195 WB ES-S — Water Saver, 1.5 gpf (5.7 Lpf)



† Required Wall Opening.

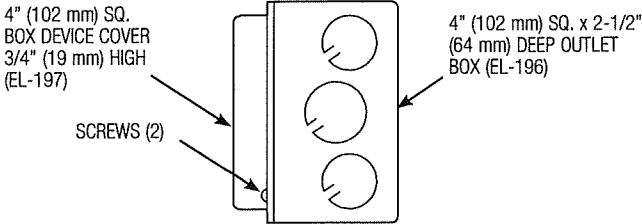
Model 197-0.5 WB ES-S — 0.5 gpf (1.9 Lpf)
Model 197-1.0 WB ES-S — Low Consumption, 1.0 gpf (3.8 Lpf)
Model 197 WB ES-S — Water Saver, 1.5 gpf (5.7 Lpf)



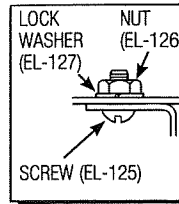
† Required Wall Opening.

1 Assemble and Install Wall Box into Wall

- A** Remove Cover from Wall Box frame using a #8 Drilled Spanner Head screwdriver (supplied).
- B** Mount the 4" x 4" x 3/4" (102 mm x 102 mm x 19 mm) Electrical Box Device Cover (EL-197) to the 4" x 4" x 2-1/2" (102 mm x 102 mm x 64 mm) Deep Outlet Electrical Box (EL-196) using two (2) Screws provided.

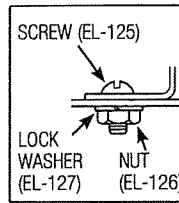
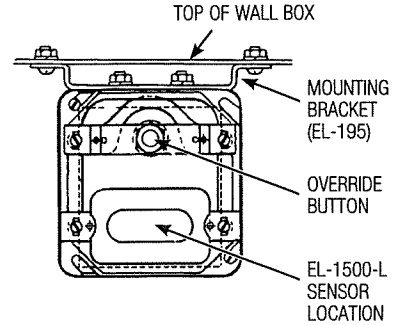


- C** Install Electrical Box into Wall Box as follows
Assemble Mounting Bracket to Electrical Box using two (2) Screws (EL-125), internal tooth Lock Washers (EL-127) and Nuts (EL-126) provided.
Assemble Mounting Bracket with Electrical Box to Wall Box using two (2) Screws (EL-125), internal tooth Lock Washers (EL-127) and Nuts (EL-126) provided.



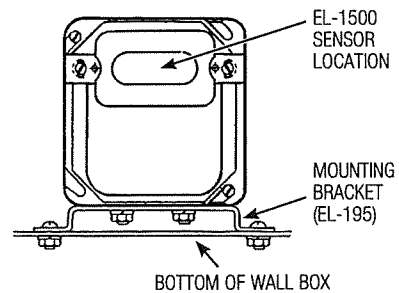
TYPICAL 4 PLACES

FOR CLOSET INSTALLATION – MODELS 152 & 142



TYPICAL 4 PLACES

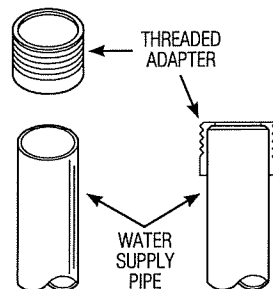
FOR URINAL INSTALLATION – MODELS 190, 192, 195 & 197



- D** Install Wall Box into wall in the exact location as illustrated in the Rough-in diagrams on Pages 2 and 3. Secure Wall Box using Drive Screws provided or other appropriate fasteners.

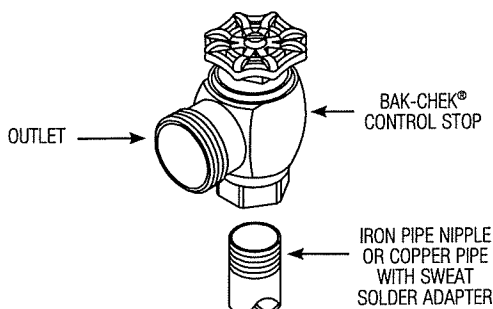
2 Install Optional Sweat Solder Adapter (only if your supply pipe does not have a male thread) and Install Control Stop

- A** For Sweat Solder applications, slide Threaded Adapter onto water supply pipe until end of pipe rests against shoulder of Adapter. Sweat solder the Adapter to water supply pipe.



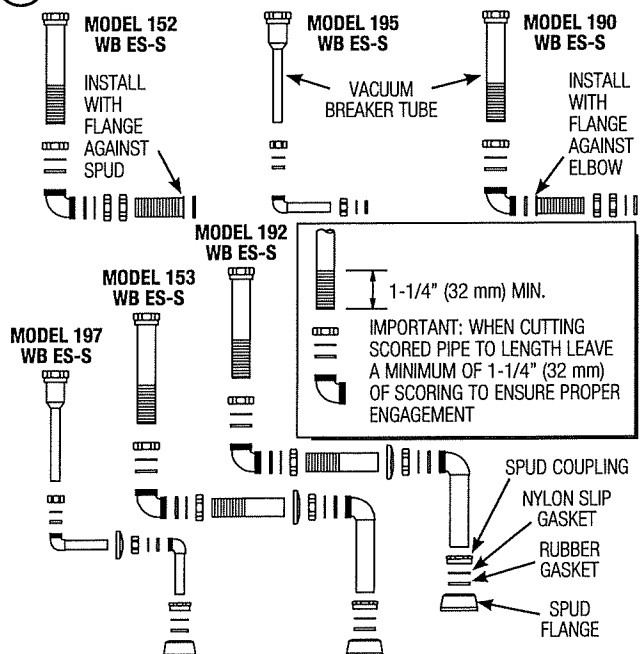
Note: Concealed valves are supplied with double handle opening to allow for installation of Control Stop on either the left or right side of the valve (refer to illustration in Step 4).

- B** Install the Sloan Bak-Chek® Control Stop to the water supply line with the outlet positioned as required.



3 Install Vacuum Breaker Flush Connection

- A** Assemble Pipe, Elbows, Couplings, Nylon Slip Gaskets, Rubber Gaskets and Flanges as illustrated.
- B** Insert Tube into Fixture Spud.
- C** Hand tighten all Couplings.



4 Install Flushometer

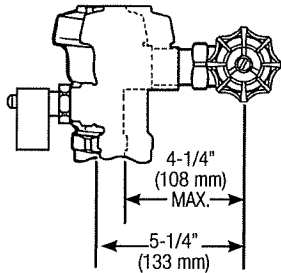
NOTE

For high efficiency urinal flushometers (0.5, 0.25 and 0.125 gpf), it is necessary to first insert the flow control component into the tailpiece assembly. See the H1015A flow control kit and separate instructions for details on how to install.

NOTE

Maximum adjustment of the Sloan Adjustable Tailpiece is 1/2" (13 mm) IN or OUT from the standard 4-3/4" (121 mm) (centerline of Flushometer to centerline of Control Stop).

If roughing-in measurement exceeds 5-1/4" (133 mm), consult factory for longer tailpiece.

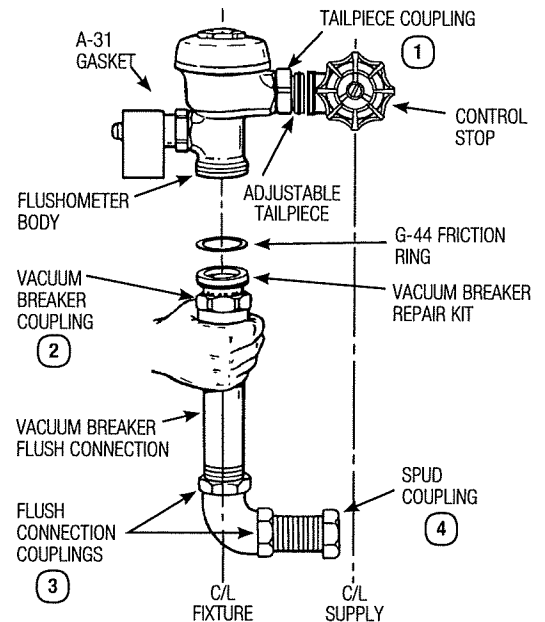


‡ **IMPORTANT:** IF INSTALLED AT MAXIMUM DISTANCE, STOP MAY INTERFERE WITH WALL BOX FRAME.

- A** Lubricate tailpiece O-ring with water. Insert Adjustable Tailpiece into Control Stop. Tighten Tailpiece Coupling by hand.
- B** Align Flushometer directly above the Vacuum Breaker Flush Connection. Assemble Vacuum Breaker Flush Connection to Flushometer. Tighten Vacuum Breaker Coupling by hand.

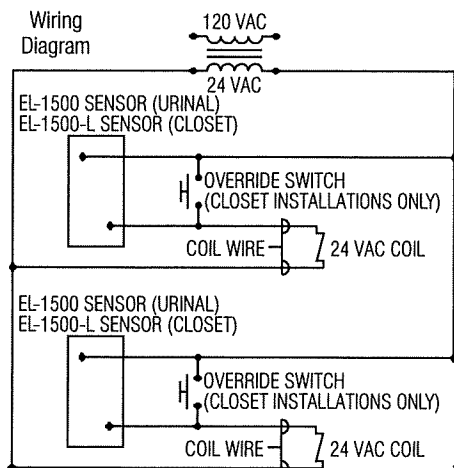
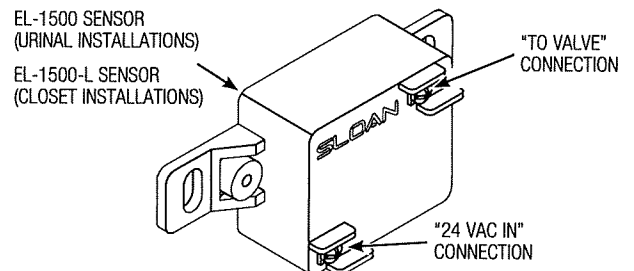
Important: Use a Sloan A-50 "Super-Wrench™", Sloan A-109 Plier Wrench or smooth jawed spud wrench to secure all couplings. This will eliminate damage to chrome or special finish that normally occurs when slip-joint pliers, pipe wrenches or other "toothed" tools are used.

- C** Use a wrench to tighten the following couplings in the order shown. Align Flushometer Body and securely tighten first the Tailpiece Coupling (1), then the Vacuum Breaker Coupling (2), then all Flush Connection Couplings (3) and finally the Spud Coupling (4).

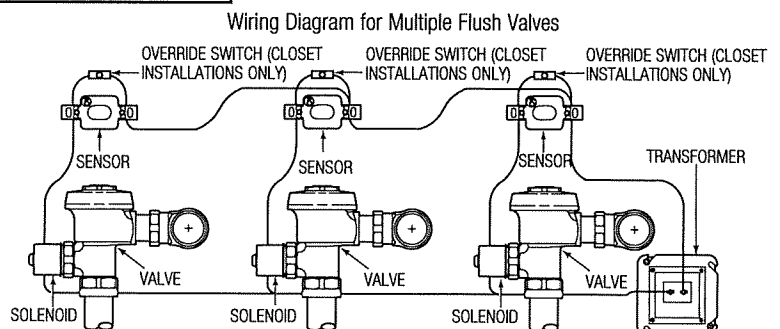
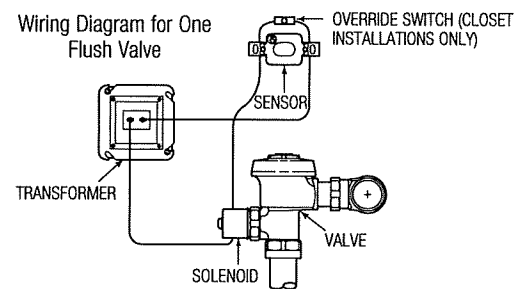


5 Electrical Hook-Up

- A** Be certain power is OFF to prevent damage to electrical components. Connect Sensor to Transformer and Solenoid Coil EXACTLY as shown.
- B** Connect 24 volt source lead to terminal labeled "24 VAC IN" of Sensor.
- C** Connect solenoid lead to terminal labeled "TO VALVE" of Sensor.
- D** Connect remaining solenoid lead to remaining 24 volt source lead.
- E CLOSET INSTALLATIONS ONLY** — Connect override button parallel to the EL-1500-L sensor. Use 18 gauge wire between override button terminals and the connection of the EL-1500-L sensor.

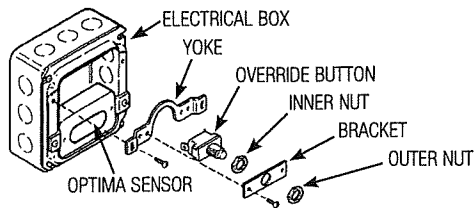


Note: A maximum of ten (10) sensor Flushometer units can operate from one (1) Sloan EL-154 transformer. Class 2 UL Listed, 48 VA (min.) at 24 VAC, plate mounted.



6 Install Optima Sensor and Yoke Assembly (Closet Installations)

- A** Install OPTIMA Sensor EL-1500 (urinal installation) or EL-1500-L (closet installation) into the 2-gang electrical box using two (2) long screws provided. Ensure that sensor lens faces outward and horizontally from finished wall.

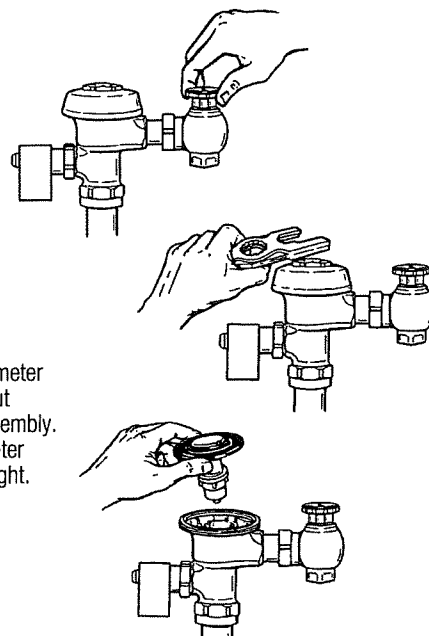


Install Yoke Assembly — Closet Installations Only

- B** Assemble Inner Nut, Bracket and Outer Nut on threaded shaft of Override Button.
- C** Mount Bracket to Yoke using two (2) Screws provided.
- D** Adjust distance that override button will protrude through wall box cover plate using the nut on each side of the bracket. Threaded shaft end of override button and lens of sensor should rest against wall box cover plate.
- E** Connect Override button parallel to the EL-1500-L sensor.
- F** Mount assembled yoke to electrical box using two (2) Screws provided.

7 Flush Out Supply Line

- A** Make sure Control Stop is CLOSED.



- B** Remove Flushometer Cover and lift out Inside Parts Assembly. Install Flushometer Cover wrench tight.
- C** Open Control Stop. Turn on water supply to flush line of any debris or sediment.
- D** Shut off Control Stop, remove Cover and reinstall Inside Parts Assembly. Install Flushometer Cover wrench tight. Do Not open Control Stop until Step 10.

8 Power and Start-up Mode

Note: It is recommended that all electronic connections be tested with the water supply OFF.

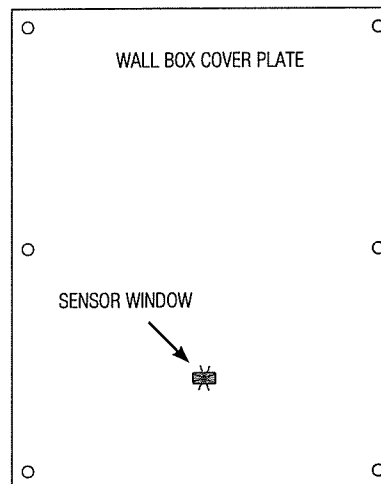
- A** Turn Power ON. The self adaptive sensor automatically adapts to the surrounding environment when 24 volt supply is activated. No manual adjustments are required.
- B** Start-up mode will take approximately five (5) minutes to complete its cycle and is important that no non-permanent target is present at this time. A continuous red light visible in sensor window indicates sensor is in the start-up mode. If the red light is flashing, this indicates that the sensor is picking up a target. Unless this target is a permanent fixture in the sensor's environment (i.e., a wall or stall door), it must be removed from the view of the sensor. If this target is permanent, the sensor will adapt itself around this target. In this case, the start-up mode may take up to ten (10) minutes. When the start-up cycle is completed, no light is visible in sensor window.

Note: If 24 volt power supply is interrupted at any time for more than fifteen (15) seconds, the start-up mode automatically repeats itself when power is restored.

- C** If indicator light flashes three (3) times slowly, three (3) times rapidly and again three (3) times slowly and continually repeats this signal, this indicates incorrect wiring or a short in the 24 volt supply. The self-adaptive sensor is equipped with the sentinel flush feature (automatically flushes every twenty-four (24) hours after last use).

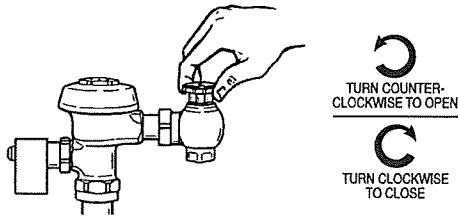
9 Detection/Activation

- A** When an object is detected, a slowly flashing red light will appear in the sensor window. After approximately sixteen (16) seconds for closet/eight (8) seconds for urinal, the light will flash rapidly indicating sensor is armed and ready to activate solenoid when the object leaves the detection area. For Urinal installations, the solenoid will activate immediately after non-detection. For Closet installations, the solenoid will activate within two (2) to four (4) seconds after non-detection.



10 Turn Water on and Adjust Control Stop

- A** Adjust Control Stop to meet the flow rate required for proper cleansing of the fixture. Open Control Stop **COUNTERCLOCKWISE** one (1) **FULL** turn from the closed position.



- B** Activate Flushometer by placing hand in front of OPTIMA Sensor Lens for ten (10) seconds and then moving it away.
- C** Adjust Control Stop after each flush until the rate of flow delivered properly cleanses the fixture.

!!! IMPORTANT !!!

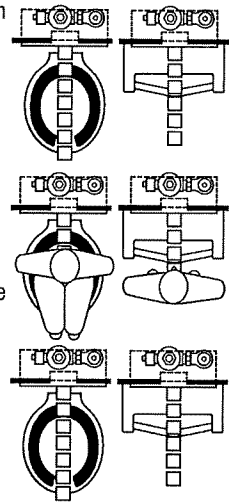
All Sloan Flushometers are engineered for quiet operation. Excessive water flow creates noise, while too little water flow may not satisfy the needs of the fixture. Proper adjustment is made when plumbing fixture is cleansed after each flush without splashing water out from the lip **AND** a quiet flushing cycle is achieved.

Never open Control Stop to where the flow from the valve exceeds the flow capability of the fixture. In the event of a valve failure, the fixture must be able to accommodate a continuous flow from the valve.

- D** After adjustment, install Wall Box Cover Plate using six (6) Drilled Spanner Head tamper-proof screws. Tighten screws securely.

Operation

1. A continuous, invisible light beam is emitted from the OPTIMA Sensor.
2. As the user enters the beam's effective range, (25 to 40 inches (635 to 1016 mm) for closet installations and 15 to 30 inches (381 to 762 mm) for urinal installations), the beam is reflected into the OPTIMA's scanning window and transformed into a low voltage electrical signal that activates a sixteen (16) second (closet) /eight (8) second (urinal) time delay circuit. The time delay circuit eliminates false operation from passers-by in the rest room. Once the time delay is completed, the output circuit is alerted and continues in a "hold" mode for as long as the user remains within the effective range of the sensor.
3. When the user steps away from the OPTIMA sensor, the loss of reflected light initiates an electrical "one-time" signal that energizes the solenoid operator, and activates the Flushometer to flush the fixture. For closet installations, this occurs approximately 3 seconds after indication. This delay is built into the sensor to help prevent false flushing due to movement by the user of the commode. The circuit then automatically resets and is ready for the next



Care and Cleaning

DO NOT use abrasive or chemical cleaners (including chlorine bleach) to clean Flushometers that may dull the luster and attack the chrome or special decorative finishes. Use **ONLY** soap and water, then wipe dry with clean cloth or towel.

While cleaning the bathroom tile, the Flushometer should be protected from any splattering of cleaner. Acids and cleaning fluids can discolor or remove chrome plating.

TROUBLESHOOTING GUIDE

1. Valve does not function (red light does not flash when user steps in front of sensor).

- A. No power is being supplied to sensor. Ensure that the main power is turned "ON." Check Transformer, leads and connections. Repair or replace as necessary.
- B. EL-1500 (urinal installations) or EL-1500-L (closet installations) sensor not operating. Replace EL-1500 or EL-1500-L sensor.

2. Valve does not function (red light flashes when user steps in front of Sensor).

Red light stops flashing when user steps away and valve makes a "clicking" sound but does not flush.

- A. No water is being supplied to the valve. Make certain that water supply is turned "ON" and the Control Stop is open.
- B. EL-128-A Cartridge is fouled or jammed. Turn electronic power to valve "OFF" (failure to do so could result in damage to the solenoid coil). Remove the Solenoid Operator from the valve and remove the EL-128-A Cartridge. Clean and/or repair as necessary.

The red light stops flashing when user steps away but the valve does NOT make a "clicking" sound and does NOT flush.

- C. EL-163-A Solenoid Shaft assembly is fouled or jammed. Turn electronic power to valve "OFF" (failure to do so could result in damage to the Solenoid Coil). Remove Nut and Coil from the Solenoid Operator. Use a spanner wrench or pliers to remove the EL-163-A Solenoid Shaft Assembly from valve. Clean and/or replace as necessary. Be sure to replace Plunger Spring when reassembling Solenoid Shaft Assembly.

The red light flashes three (3) short flashes, three (3) long flashes then three (3) short flashes ("S-O-S") and continues to repeat this cycle even when user steps out of the sensor's detection range.

- D. EL-1500 or EL-1500-L Sensor wiring connections are incorrect. Rewire Sensor to valve. One solenoid lead connects to the "TO VALVE" connection on Sensor. One transformer lead connects to the "24 VAC IN"

connection on Sensor. Second solenoid lead and second transformer lead connect together.

- E. Wiring to Sensor is ground shorted. Find short in wiring circuit and correct.
- F. EL-165-2 Solenoid Coil is burnt out or Coil is not connected to Solenoid Plunger Shaft. Reinstall or replace Coil as necessary.

3. Volume of water is insufficient to adequately siphon fixture.

- A. Control Stop is not open wide enough. Adjust Control Stop for desired water delivery.
- B. Low Consumption unit is installed on Water Saver or Conventional fixture. Replace Diaphragm component parts of valve with kit that corresponds to appropriate flush volume of fixture.
- C. Inadequate water volume or pressure available from supply. Increase pressure or supply (flow rate) to the valve. Consult factory for assistance.

4. Length of flush is too long (long flushing) or valve fails to shut off.

- A. Water Saver Valve is installed on Low Consumption fixture. Replace Diaphragm component parts of valve with kit that corresponds to appropriate flush volume of fixture.
- B. Relief valve in Diaphragm is not seated properly or bypass hole in Diaphragm is clogged. Disassemble inside Diaphragm component parts and wash parts thoroughly. Replace worn parts if necessary.

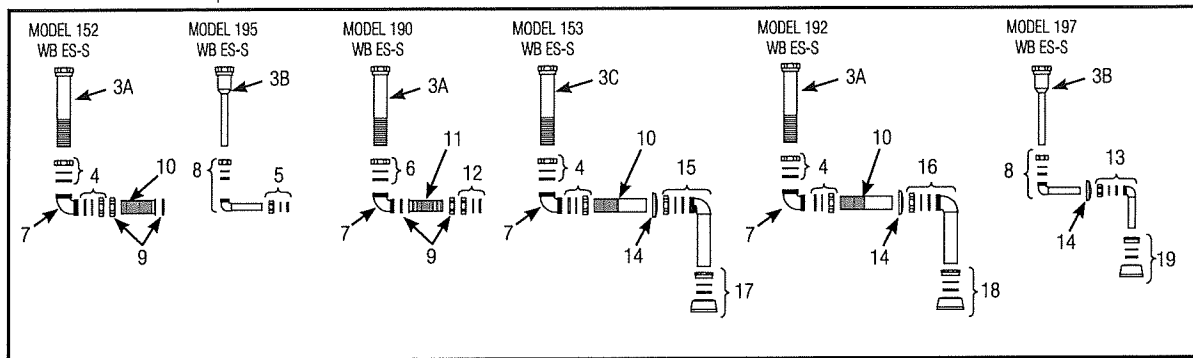
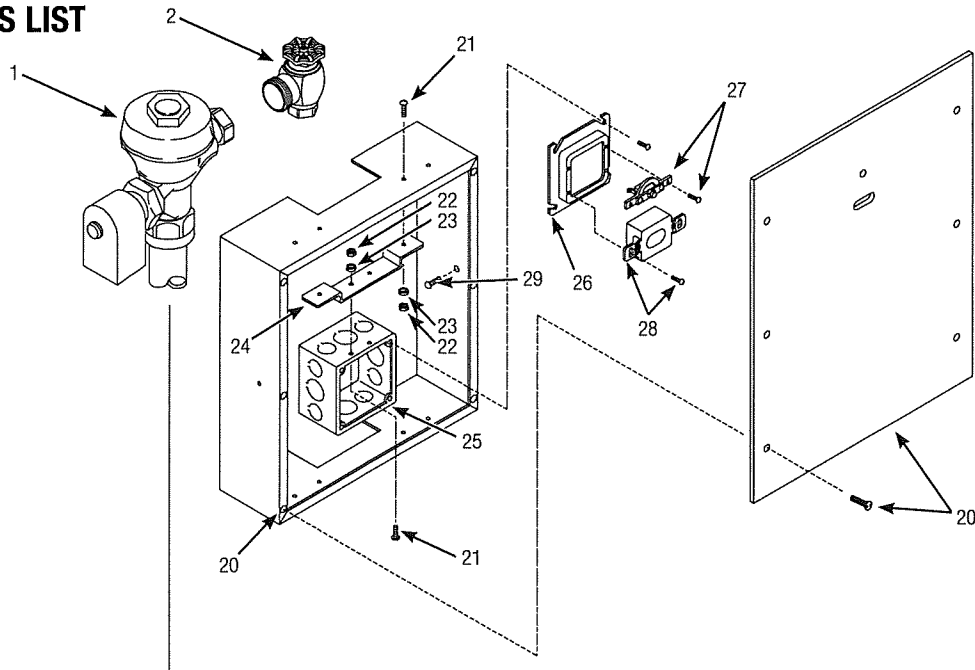
5. Water splashes from fixture.

- A. Supply flow rate is more than necessary. Adjust Control Stop to meet flow rate required for proper cleansing of the fixture.
- B. Closet valve is installed on urinal fixture. Replace closet Diaphragm component parts with proper urinal kit (Inside Diaphragm Assembly or Inside Parts Kit).

If further assistance is required, please contact Sloan Installation Engineering Department at:

1-888-SLOAN-14 (1-888-756-2614) or 1-847-233-2016

PARTS LIST



Item No.	Part No.	Description
1	‡	Solenoid Operated Valve Assembly
2	H-730-A	Bak-Chek® Control Stop
3A	V-500-AA	1-1/2" x 11-1/2" (38 mm x 292 mm) Vacuum Breaker Assembly RB (Models 152, 190 & 192 WB ES-S)
3B	V-500-AA	3/4" x 10-1/2" (19 mm x 267 mm) Vacuum Breaker Assembly RB (Models 195 & 197 WB ES-S)
3C	V-500-AA	1-1/2" x 7-1/2" (38 mm x 191 mm) Vacuum Breaker Assembly RB (Model 153 WB ES-S)
4	F-2-AA	1-1/2" Slip Joint Coupling (Set of Two)
5	F-2-AW	3/4" Slip Joint Coupling
6	F-2A	1-1/2" Slip Joint Coupling
7	F-21	1-1/2" Double Slip Elbow
8	F-15-A	ELL with 3/4" Tail
9	F-2A	1-1/2" Coupling with S-21 Gasket
10	F-102	1-1/2" Outlet Tube CP
11	F-110	1-1/4" O.D. Outlet
12	F-2-A-U	1-1/4" Slip Joint Coupling
13	F-15-A	ELL with 3/4" Tail CP
14	F-7	Flange
15	F-25-A	1-1/2" Elbow Assembly
16	F-25-A	1-1/4" Elbow Assembly
17	F-5-A	1-1/2" Spud Coupling Assembly CP
18	F-5-A	1-1/4" Spud Coupling Assembly CP
19	F-5-A	3/4" Spud Coupling Assembly CP

Item No.	Part No.	Description
20	EL-216	13" x 17" (330 mm x 432 mm) Stainless Steel Wall Box with Cover Plate (152 and 142 WB ES-S) and (6) #8-32 x 3/4" Drilled Spanner Screws
	EL-193	13" x 17" (330 mm x 432 mm) Stainless Steel Wall Box with Cover Plate (190, 192, 195 and 197 WB ES-S) and (6) #8-32 x 3/4" Drilled Spanner Screws
21	EL-125	#8-32 x 3/8" Screw (4 Required)
22	EL-126	#8-32 Hex Nut (4 Required)
23	EL-127	#8 Internal Tooth Lock Washer (4 Required)
24	EL-195	Mounting Bracket
25	EL-196	4" x 4" x 2-1/2" (102 mm x 102 mm x 64 mm) 2-Gang Electrical Box
26	EL-197	4" x 4" x 3/4" (102 mm x 102 mm x 19 mm) Electrical Box Device Cover
27	EL-141-A	Yoke and Override Button Assembly (Models 152 and 142 WB ES-S)
28	EL-1500-L	Closet Sensor (Models 152 and 142 WB ES-S)
	EL-1500	Urinal Sensor (Models 190, 192, 195 and 197 WB ES-S)
29	WB-6	Drive Screw (4 Required)

Complete Wall Box Assembly (Item Numbers 20 - 29):

- EL-192-A Models 152 and 142 WB ES-S
- EL-191-A Models 190, 192, 195 and 197 WB ES-S

‡ Part number varies with valve model variation; consult factory.

The information contained in this document is subject to change without notice.

SLOAN®

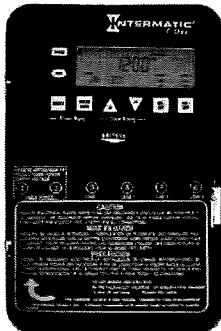
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SLOAN • 10500 Seymour Avenue • Franklin Park, IL 60131
 Phone: 1-800-982-5839 or 1-847-671-4300 • Fax: 1-800-447-8329 or 1-847-671-4380
 www.sloan.com

Code. 0816168 Rev.3 (02/17)

Electronic Timer Control - 7-Day 2-Circuit Electronic Control, 120-277 VAC, 2-SPST, Indoor Metal Enclosure

Item ET1725C



PRODUCT DESCRIPTION

This series offers an easy way to upgrade from a basic mechanical time switch to an electronic time switch. These timers will allow for up-to-the-minute programming, battery backup for power loss, up to 28 events total, and automatic daylight saving time corrections without the need of user interaction. They come in standard 24-hour, 7-day and 7-day astronomic versions.

FEATURES

- ▶ Selector switch to determine input voltage between 120-277 VAC
- ▶ Up to 28 events total
- ▶ To-the-minute accuracy
- ▶ Temporary override or permanent manual override
- ▶ Automatic Daylight Saving Time adjustment
- ▶ Astronomic models enable dusk-to-dawn scheduling

APPLICATIONS

- ▶ Indoor Lighting Control
- ▶ Timing/Scheduling ON/OFF
- ▶ Machinery & Pump Controls

TECHNICAL DATA

General

Model Number	ET1725C
Description	7-Day 2-Circuit Electronic Control, 120-277 VAC, 2-SPST, Indoor Metal Enclosure
UPC Code	078275109865
Brand	Intermatic
Country of Origin (Intermatic)	CHINA
Warranty Period	1-Year limited

Control Specifications

Minimum ON/OFF Times	1 min
Minimum Pulse Time	2 sec
Maximum Pulse Time	2 sec
Maximum ON/OFF Times	Indefinite
Maximum ON/OFF Operations	28
Setpoint Program Count	28
ON/OFF Operations	28
Operation Mode	7 day
Daylight Savings Adjustment	Automatic
Backup Type	Battery
Battery Type	AAA
Battery Service Type	Field Serviceable

Mechanical Specifications

Enclosure Type	Indoor type 1 metal
----------------	---------------------

Dimensions

Product Dimensions (H x W x D) in	7.875 x 5.125 x 3.4375 in
Wire Size Min	#14 AWG
Wire Size Max	#8 AWG
Knockout Dimensions Bottom	(2) combination 1/2" - 3/4"
Knockout Dimensions Back	(1) combination 1/2" - 3/4"

Load Ratings

Tungsten Range(s)	5 A, 120-240 VAC
Electronic Ballast Load Ratings Ranges	1 A, 120-277 VAC
Magnetic Ballast (NO) Range(s)	20 A, 120-277 VAC
Resistive (NO) Range(s)	20 A, 28 VDC; 30 A, 120/240 VAC
Inductive Load Ratings NO Ranges	30 A, 120/240 VAC
Resistive Load Ratings Ranges	20 A, 28 VDC; 30 A, 120/240 VAC
Tungsten (NO) Range(s)	5 A, 120/240 VAC
Motor Load Ratings Ranges	1 HP, 120 VAC; 2 HP, 240 VAC
Motor Load Ratings NO Ranges	1 HP, 120 VAC; 2 HP, 240 VAC

Electrical Specifications

Voltage Selection Type	Selector Switch
Wiring Option	Terminals
Input Voltage Range(s)	120-277 VAC, 50/60 Hz
Number of Circuits	2
Switch Type	2xSPST, 1xDPST or Pulse
Maximum Power Consumption (W)	6 W
Electronic Series	ET1700 Series

Packaging

Unit Carton Dimensions (H x W x L) in	3.131 x 5.251 x 8.001 in
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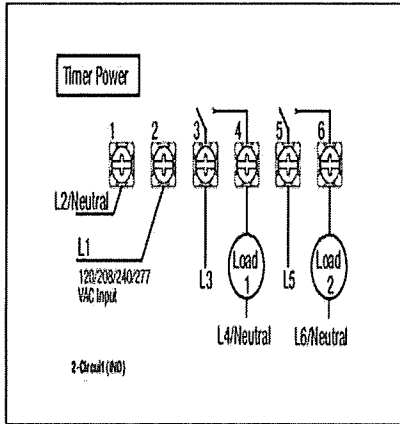
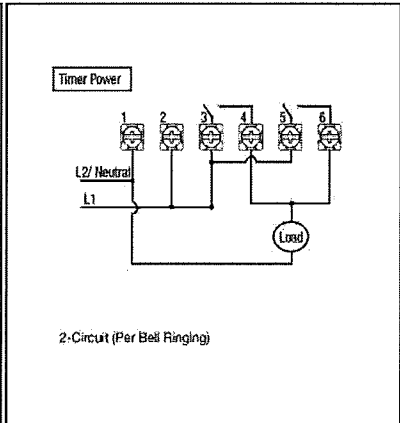
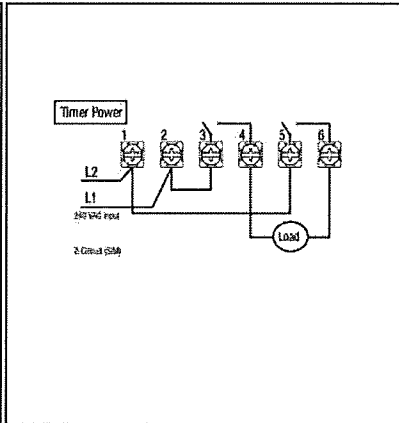
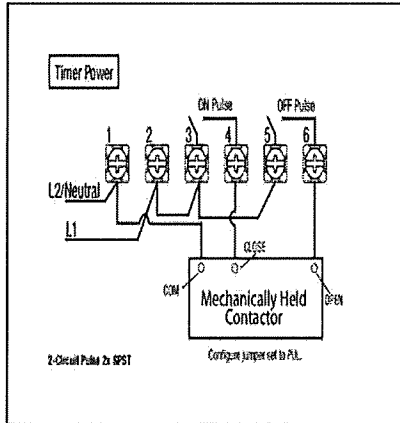
Environmental Specifications

Temperature (operation)	-40 °F to 104 °F / (-40 °C to 40 °C)
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Standards and Certifications

CSA Certification	cCSAus
Other Certifications and Compatibilities	Title 20
California Proposition 65	Lead

DRAWINGS AND DIAGRAMS



ACCESSORIES

**Product
Image
Not
Available**

124ET2582

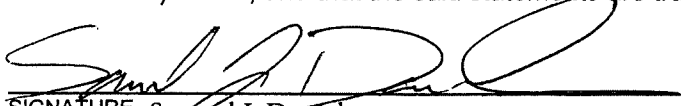
(DPST) Insulator for ET Series controls (ET1125C, ET1125CR, ET1725C, ET1725CR, ET8215C and ET8215CR)

SECTION E: BIDDERS ACKNOWLEDGEMENT

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

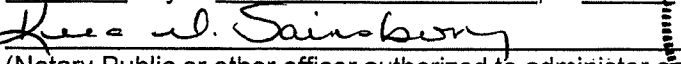
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

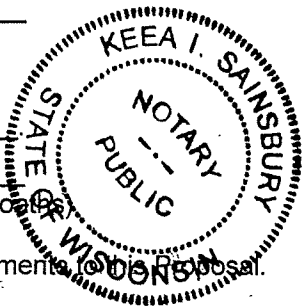


SIGNATURE Samuel J. Daniels
President
TITLE, IF ANY

Sworn and subscribed to before me this 7th day of March, 2024



(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07/17/2024



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

Section E: Bidder's Acknowledgement 9485

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

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

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

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

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

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

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

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1

*

Addendum 2

Addendum 3

Addendum 4

Addendum 5

Addendum 6

Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

Trucking

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Joe Daniels Construction Co., Inc.

Address: 919 Applegate Road, Madison, WI 53713

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

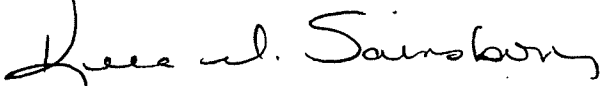
Contact Person/Title: Samuel J. Daniels

Prime Bidder Certification

I, Samuel J. Daniels, President of
Name Title

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

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



Witness' Signature Kea I. Sainsbury



Bidder's Signature Samuel J. Daniels

March 7, 2024
Date

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

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
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>-0-</u> %

SBE Subcontractors Who Are Suppliers

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

RENNEBOHM PARK SHELTER RESTROOM RENOVATION

CONTRACT NO. 9485

DATE: 3/7/24

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - RESTROOM RENOVATION - Lump Sum	1.00	\$297,797.00	\$297,797.00
1 Items	Totals		\$297,797.00



Department of Public Works
Engineering Division
 James M. Wolfe, P.E. City Engineer
 City-County Building, Room 115
 210 Martin Luther King, Jr. Boulevard
 Madison, Wisconsin 53703
 Phone: (608) 266-4751
 Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
 Bryan Cooper, AIA
 Gregory T. Fries, P.E.
 Chris J. Petykowski, P.E.

Deputy City Engineer
 Kathleen M. Cryan

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

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

Financial Manager
 Steven B. Danner-Rivers

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.
 (a corporation of the State of Wisconsin)
 (individual), (partnership), (hereinafter referred to as the "Principal") and
The Cincinnati Insurance Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2024 through December 31, 2025.

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

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

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

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; David Zenobi; Kathryn A. Weidner; Jay A. Zahn; Jenny L. Hirth and/or Lynn E. Potter

of Madison, Wisconsin

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

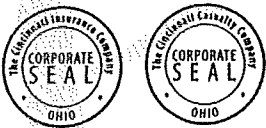
Any such obligations in the United States, up to
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



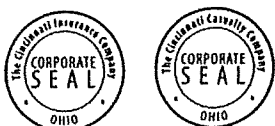
Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of December, 2023



Ed H.

SECTION H: AGREEMENT

THIS AGREEMENT made this 30th day of April in the year Two Thousand and Twenty-four between **JOE DANIELS CONSTRUCTION CO., INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **APRIL 16, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

RENNEBOHM PARK SHELTER RESTROOM RENOVATION CONTRACT NO. 9485

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 NINETY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SEVEN AND NO/100 (\$297,797.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.
B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

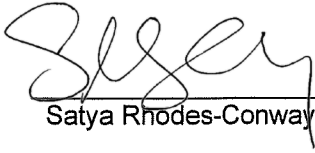
<u>Kea I. Sainsbury</u>	4/14/2024
Witness Kea I. Sainsbury	Date
<u>Kea I. Sainsbury</u>	4/14/2024
Witness Kea I. Sainsbury	Date

JOE DANIELS CONSTRUCTION CO., INC.

Company Name

<u>Samuel J. Daniels</u>	4/14/2024
President Samuel J. Daniels	Date
<u>Joseph A. Daniels</u>	4/14/2024
Secretary Joseph A. Daniels	Date

CITY OF MADISON



Satya Rhodes-Conway, Mayor

04/30/2024

Date



Maribeth Witzel-Behl, City Clerk

4/22/2024

Date

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

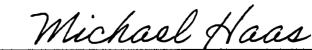


David P. Schmiedicke, Finance Director

4/25/2024

Date

Approved as to form:



Michael Haas, City Attorney

4/30/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - 24-00248, ID No. 82485, adopted by the Common Council of the City of Madison on April 18, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **JOE DANIELS CONSTRUCTION CO., INC.** as principal, and **THE CINCINNATI INSURANCE COMPANY** Company of CINCINNATI, OHIO as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SEVEN AND NO/100 (\$297,797.00)** 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:

**RENNEBOHM PARK SHELTER RESTROOM RENOVATION
CONTRACT NO. 9485**

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 17th day of April 2024

Countersigned:

Kea I. Sainsbury

Witness Kea I. Sainsbury

Joseph A. Daniels
Secretary Joseph A. Daniels

JOE DANIELS CONSTRUCTION CO., INC.

Company Name (Principal)

Samuel J. Daniels

President Samuel J. Daniels Seal

THE CINCINNATI INSURANCE COMPANY

Surety Seal

Salary Employee Commission

By Patrick A. McKenna

Attorney-in-Fact - Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2290422 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 17, 2024

Date

Patrick A. McKenna
Agent Signature Patrick A. McKenna

The foregoing Bond has been approved as to form:

4/30/2024

Date

Michael Haas

City Attorney

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; Kathryn A. Weidner; Jay A. Zahn; Jenny L. Hirth and/or Lynn E. Potter

of Madison, Wisconsin

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

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

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



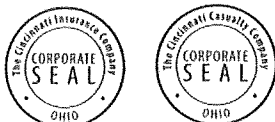
Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 17th day of April, 2024



Ed H