

\$1,322,500.00

BID OF TRI-NORTH BUILDERS, INC.

**2024**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**COUNTRY GROVE PARK SHELTER**

**CONTRACT NO. 9359**

**MUNIS NO. 13937**

**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>

**COUNTRY GROVE PARK SHELTER  
CONTRACT NO. 9359**

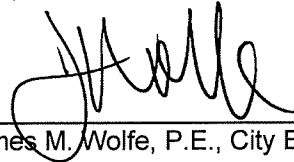
**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION.....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND .....I-1

MATERIALS AVAILABLE IN BIDEXPRESS:  
EXHIBIT A: PLANS  
EXHIBIT B: SPECIFICATIONS  
EXHIBIT C: MINI-PITCH SPECIFICATIONS  
REF DOC 1: GEOTECHNICAL EXPLORATION REPORT

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: la

# 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:	COUNTRY GROVE PARK SHELTER
CONTRACT NO.:	9359
SBE GOAL	13%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	Thursday March 14, 2024
BID TALK (VIRTUAL) (11:00 a.m.)	Wednesday March 6, 2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	Thursday March 14, 2024
BID SUBMISSION (2:00 P.M.)	Thursday March 21, 2024
BID OPEN (2:30 P.M.)	Thursday March 21, 2024
PUBLISHED IN WSJ	2/8, 2/15, 2/22, 2/29, 3/7, & 3/14

**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](mailto:TLomax@cityofmadison.com).

**BID TALK (VIRTUAL):** The City of Madison Engineering Division is hosting virtual live (and later recording posted) sessions called "Bid Talks." This is an opportunity for you to learn about the project to help with your bid and estimating numbers. During our "Bid Talks" session for this project, the project staff will present information about the project specific to your bidding process. Staff will answer any questions you have. You will also be able to see who is attending. This meeting will be held in a more informal format, where you'll be able to ask questions and have a conversation. Please send your estimators and bidders to this Bid Talk, as it will take the place of an in-person site visit for this project. Registration prior is required. Please register by visiting the Country Grove Park Shelter project page at <https://www.cityofmadison.com/engineering/projects/country-grove-park-shelter>

A recording link will also be posted to the project page after the meeting.

**Requests for Substitutions:** Any requests for product or equipment substitution shall be submitted directly to the Project Architect and the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 9359 – Request for Substitution**" in the subject line.

All requestors shall review Specification 00 43 25 Substitution Request Form (During Bidding) prior to submitting their substitution request.

- All requests for substitution shall meet one of the three criteria in Section 1.1.B of the specification. Requests that do not meet the criteria will not be considered.
- All requests for substitution shall be complete in a single PDF document as described in Section 3.1 of the Specification. Requests that do not provide sufficient information, multiple documents, etc. will not be considered.
- Sales solicitations (including solicitations of products or equipment that are not in the plans and specifications) and requests to other than the Project Architect and City Project Manager will not be considered.

The **deadline** for receiving substitution requests shall be **12:00 PM on Thursday, March 14, 2024**. No additional substitution requests will be received after this deadline.

All approved substitutions shall be published in the form of an addendum.

**Questions and Clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 9359 - Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **12:00 PM on Thursday, March 14, 2024** additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

**Publishing Addendums:** The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or before 12:00 PM, Tuesday, March 19, 2024 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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**

### **COUNTRY GROVE PARK SHELTER CONTRACT NO. 9359**

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 102.9 BIDDERS UNDERSTANDING**

All Contractors are reminded that this is a Public Works contract for the City of Madison and is exempt from State Sales Tax. Refer to this section of the City Standard Specification for Public Works and Specification 00 62 76.13 in Exhibit B for more information.

#### **SECTION 102.11 BEST VALUE CONTRACTING**

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

#### **SECTION 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**.

The bidder must completely fill in the base bid. After the initial bid advertisement and prior to bid opening, the City will establish a Construction Budget Dollar Value. The City will open all bids, and if any single responsible bidder submits a base bid that is below the Construction Budget Dollar Value, City staff will make a recommendation to award the contract. The City shall have the right to reject all bids regardless of the value of the bids submitted. In the event that a single bid is submitted, opened, but rejected, the City will not publish the dollar amount of the bid submitted.

#### **SECTION 104 SCOPE OF WORK**

This contract is for the construction of a new Country Grove Park Shelter located at 7353 East Pass, Madison, WI.

The scope of work includes furnishing all labor, materials, equipment and tools for general construction, including but is not limited to, mechanical, electrical, plumbing, site and utility work including connections from the new building to water and sewer lines. Additional site work includes a new parking lot, paths, bio-retention basins and new sport courts.

The contractor is responsible for tree removal as shown on demo plans, removal of the existing court, striping, stock piling, and returning topsoil to the construction area and replacement grass seeding, fertilizing, mulching and watering as shown on the Erosion Control "C" plans.

City of Madison Parks will be responsible for the Landscaping plantings shown as reference on the included "L" plans.

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.

In addition, the Contractor shall include all costs of disposal, equipment rental, utility service installations, and any other costs whatsoever which may be required for execution of this contract. See specification 00 31 46 for more information and Section 108.2 below.

**SECTION 104.1            LANDS FOR WORK**

Construction activities shall be limited to the Country Grove Park Shelter located at 7353 East Pass, Madison, WI. Vehicles can only be parked on site in the area indicated as the Lands for Work during construction business hours. No tobacco product use is allowed on the Lands for Work.

**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 Specification, 2024 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- EXHIBIT A: PLANS DATED FEBRUARY 01, 2024
- EXHIBIT B: PROJECT SPECIFICATIONS DATED FEBRUARY 01, 2024
- EXHIBIT C: MODULAR SPORTS SOLUTIONS MINI-PITCH SPECIFICATION
- REF DOC 1: Geotechnical Report for Country Grove Park Shelter

**SECTION 105.5            INSPECTION OF WORK**

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

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

**SECTION 105.6            CONTRACTORS RESPONSIBILITY FOR WORK**

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

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

Review Specification 01 31 13 Project Coordination for additional responsibilities.

**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 the Project Designers and all City representatives.

**SECTION 105.9 SURVEY, POINTS, AND INSTRUCTIONS**

The Contractor shall be responsible for establishing all survey staking, reference points and benchmarks required to complete this contract.

**SECTION 105.12 COOPERATION BY THE CONTRACTOR**

Country Grove Park is a public facility that is regularly used by area residents. The Contractor shall expect pedestrian traffic throughout the park and shall be prepared to accommodate park users and any special events occurring during the construction timeframe. At this time, no special events are scheduled to occur during the construction period. The Contractor shall provide and maintain access to the paved path throughout construction operations. Additionally, the Contractor shall be aware of maintenance activities that will occur during the duration of the contract. The Contractor shall accommodate mowing and other maintenance activities. The Contractor may contact Chad Hughes, Parks Operations Manager at 267-8804 or [chughes@cityofmadison.com](mailto:chughes@cityofmadison.com) with questions or concerns regarding park maintenance.

Utilities may exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks GIS Specialist, Hannah Penn at [HPenn@cityofmadison.com](mailto:HPenn@cityofmadison.com) / telephone (608) 266-4742.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

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

The Contractor shall attend a pre-construction meeting prior to the start of construction.

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

All excessive noisy activities will need to be coordinated and scheduled with the Facilities Management Project Manager for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday and Sunday 10:00 AM to 7:00 P.M. in such a manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

Construction operations shall be limited to the hours between 7:30 A.M. and 6:00 P.M. Mondays through Fridays, except for holidays. A request must be made to the Facilities Management Project Manager for the City of Madison Engineering forty-eight hours in advance for approval of work days or hours other than those stated above.

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc. as needed. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility. Review Specification 01 50 00 Temporary Facilities and Controls.

The Contractor shall review the site plans and soil condition reports for site constraints and adjust his/her bid according to those constraints.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible

for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

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

All pavement surfaces shall maintain the grades shown on the plan sheets unless approved in writing by the Engineer. Final asphalt surface grades shall be within 0.10% of specified grades shown on the plans and it shall be the Contractor's responsibility to ensure final asphalt grades are accurate and within the acceptable margin of error.

Under no circumstances shall water pond on finished asphalt surfaces. If final asphalt grades are not within the acceptable margin of error, or are found to pond water, the Contractor shall remove and replace the asphalt at no additional cost to the City. If repair or replacement is required in a path all repairs shall be for the full length and entire width of the path.

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

Coordination with Water Utility

City of Madison Water Utility has facilities within the project limits that may need to be adjusted. The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or jbelshaw@madisonwater.org. The Contractor shall contact Jeff Belshaw at least 7 days prior to performing any work on the MWU water main. The Contractor shall work with the MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

**ARTICLE 105.15      SUBSTANTIAL COMPLETION**

The Contractor shall refer to Specification 01 77 00 Closeout Procedures for definitions and procedures related to Substantial Completion.

**SECTION 107.2:      PROTECTION AND RESTORATION OF PROPERTY, PROPERTY MONUMENTS AND PUBLIC LAND SURVEY MONUMENTS**

The Contractor shall be responsible for repairing any existing utilities, structures, curb, lawn, pavement, etc. damaged through construction. Repairs must be made at their own expense and in accordance with the City of Madison Standard Specifications for Public Works Construction

**ARTICLE 107.13:      TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

**SECTION 108.2      PERMITS AND LICENSING**

The following permits have been applied for by the City:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit
3. City of Madison Building Permit
4. City of Madison Street Tree Work Permit



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

It shall be the contractor's responsibility to identify 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 not be limited to: gas service/meter set, electric, telephone, and water service/meter set.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall be responsible for compliance with all required permits including the City of Madison Erosion Control permit. The Contractor shall meet the conditions of the permits involving including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Engineer or their designees.

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

The Contractor shall note that street sweeping shall be incidental to this contract and will not be paid as a separate bid item. The Contractor is responsible for cleaning any material tracked into the street.

#### **SECTION 109.7      TIME OF COMPLETION**

Work shall begin only 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 May 13, 2024.

The Contractor shall have reached a level of Substantial Completion/Certificate of Occupancy on or before **April 30, 2025**. The total time for completion of contract shall be nine (9) months from the actual start of onsite construction work. This shall include all minor punch list items, final inspections and all final copies of contract deliverables being submitted to the appropriate agency. The Contractor shall notify the City Construction Manager three (3) weeks in advance of the selected onsite construction start date. .

The Contractor shall review Specification 01 29 76 Progress Payment Procedures, Specification 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 and 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.

#### **ARTICLE 210      EROSION CONTROL**

See City of Madison Standard Specifications for Public Works Contracts Article 210 for more complete information.

The Contractor shall include all costs for the materials, installation, maintenance, and removal of all storm water management Best Management Practices (BMP) to be used during the execution of this contract with his/her base bid.

The Contractor shall be required to perform all required inspections, reporting, corrective actions, and fines associated with the requirements of the permits and City of Madison Ordinances.

## NON STANDARD BID ITEMS

### BID ITEM 90001 – LUMP SUM

**DESCRIPTION:** The LUMP SUM shall include the construction and installation of all building, mechanical, site, and utility components for the Country Grove Park Shelter the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications, excluding scope covered in Bid Items 90002 and 90003.

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as a Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

**BASIS OF PAYMENT:** The BASE BID shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

### BID ITEM 90002 – LUMP SUM

**DESCRIPTION:** The LUMP SUM shall include the construction of all Country Grove Park Shelter Site Work and Utility Components; per drawings and specifications, excluding scope covered in Bid Items 90001 and 90003.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as a Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

**BASIS OF PAYMENT:** The BASE BID shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

### BID ITEM 90003 – LUMP SUM

**DESCRIPTION:** The LUMP SUM shall include the construction of all the Country Grove Park Shelter Sports Courts per drawings and specifications, excluding scope covered in Bid Items 90001 and 90002.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as a Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

**BASIS OF PAYMENT:** The BASE BID shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

### COURT LINE PAINTING (INCLUDE IN LUMP SUM OF ITEM 90003)

Work under this item shall include all necessary labor and incidentals required to obtain, receive, store, and transport product(s) required to install court lines to the asphalt court as specified in these special provisions and per the manufacturer's installation instructions.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. All lines shall be two (2) inches wide. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be painted white.

See Sheet C2.2 for court line painting dimensions and layout.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

**PROVIDE AND INSTALL HOOPS (INCLUDE IN LUMP SUM OF ITEM 90003)**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to purchase and install new basketball pole and associated backboard, rim and net in accordance with these contract documents and plans. The basketball pole and backboard shall be purchased and installed by the Contractor and shall be per details on Sheet C2.5 of the plans. Poles and Backboard shall be Bison Model BA871XL-BK or approved equal. Contractor shall be responsible for offloading and storage of products prior to installation.

**MINI-PITCH SYSTEM (INCLUDE IN LUMP SUM OF ITEM 90003)**

**DESCRIPTION**

See Exhibit C-Modular Sport Solution Mini Pitch Specification.

**PROPOSAL BREAKDOWN:** This section for the PROPOSAL BREAKDOWN of bidder's TOTAL BASE BID is due after the bid due date from the low bidder only, after staff recommends the award of bid and shall be delivered to the City project manager no later than noon, Tuesday, April 02, 2024.

**POINTS OF CONTACT**

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

\* Reference **Country Grove Park Shelter Contract No 9359** in the subject line of all emails.

Project Manager for Destree Design Architects, Inc  
Richard Dolezal  
222 W Washington Ave #310  
Madison WI 53703  
608.268.1499  
RDolezal@destreearchitects.com

Project Manager for City Engineering Division / Facilities Management  
Laura Amundson  
City-County Building #115  
210 Martin Luther King Jr Blvd  
Madison WI 53703

608.243.5892  
LAmundson@cityofmadison.com

Project Manager for City Parks Division  
Adam Kaniewski  
330 E. Lakeside St.  
Madison WI 53715  
608.261.4281  
AKaniewski@cityofmadison.com



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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. Zwig, P.E.

### Financial Manager

Steven B. Danner-Rivers

March 15, 2024

## NOTICE OF ADDENDUM ADDENDUM NO. 2

City of Madison, Engineering Department

### CONTRACT NO. 9359 Country Grove Park Shelter

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Country Grove Park Shelter, City of Madison, Contract #9359, as issued on February 1, 2024** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- Drawings C1.3, C1.4, S100, A100, A300, A500, & A501
- Specification Pages (08 41 13 -1) thru (08 41 13 -2)

Please attach these Addendum documents to the Drawings (Exhibit A), Specifications (Exhibit B), and Proposal Specifications in your possession.

#### 1. GENERAL CONTRACT CONDITIONS

A. No Change.

#### 2. GENERAL QUESTIONS AND ANSWERS

A. Q1: Will the street patch require a 2" mill & overlay? If not, should I assume 4" asphalt (2 1/4" 3 LT and 1 3/4" 4 LT)?

A1: The street patch should be a Utility Trench Patch Type III In accordance with Article 502.1(f) of the Standard Specifications. The 50' patch width shown on the plans is actually not necessary since the pavement rating of the street is not over 6. Reference attached drawing C1.3 & C1.4

#### 3. ACCEPTABLE EQUIVALENTS

- A. Specification Section 08 41 13 Aluminum-Framed Entrances and Storefront:
- i. Tubelite Inc Versatherm™ Storefront Framing system is an approval to Kawneer Trifab® VersaGlaze® 451T

#### 4. **SPECIFICATIONS**

##### A. Specification Section 08 41 13 Aluminum-Framed Entrances and Storefront

- i. Replace entire specification section with new attached section 08 41 13.
  - Section 08 41 13 Aluminum-Framed Entrances and Storefront, Page 1, 2.1-A-2, Replace EnCORE™ with Trifab® VersaGlaze® 451T
  - Section 08 41 13 Aluminum-Framed Entrances and Storefront, Page 1, 2.1-A-3, Replace 1-3/4" (44.5) x 3-9/16" (90.5) with 2" x 4-1/2"

#### 5. **DRAWINGS**

##### A. Civil

- i. **Drawing C1.3:** Replace with attached sheet.
  - Plan updated to reflect Utility Trench Patch Type III requirements in East Pass. Requirements can be found in Article 502.1(f) of the Standard Specifications. Pavement rating of East Pass is 6.
- ii. **Drawing C1.4:** Replace with attached sheet.
  - Plan updated to reflect Utility Trench Patch Type III requirements in East Pass. Requirements can be found in Article 502.1(f) of the Standard Specifications. Pavement rating of East Pass is 6.

##### B. Architectural

- i. **Drawing S100:** Replace with attached sheet.
  - Revise foundation plan 1/S100. Partition for foundation wall changes from 8" to 10"
  - Move note for clarity 1/S100
  - Revise column location & updated window framing background 2/S100
- ii. **Drawing A100:** Replace with attached sheet.
  - Revise 1/A100 adjusted column A location & changed partition of wood wall to CMU.
- iii. **Drawing A300:** Replace with attached sheet.
  - Revise elevation 1/A300 changed partition of wood wall to CMU
- iv. **Drawing A500:** Replace with attached sheet.
  - Revise 1, & 2/A500 Changed window frame section
  - Revise 2/A500 adjusted column location
- v. **Drawing A501:** Replace with attached sheet.
  - Revise 1, 3 & 4/A501 Changed window frame section

#### 6. **PROPOSAL SPECIFICATIONS**

##### A. No Change.

Please acknowledge this addendum in Section E on page E-1: Bidder's Acknowledgement on Bid Express.

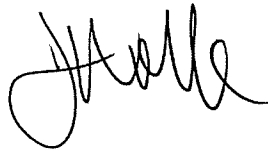
Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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:**

The Project Architect for this contract is:	The City Project Manager for this contract is:
<u>Destree Design Architects</u> Richard Dolezal PH: 608-512-1884 Email: Rdolezal@destreearchitects.com	<u>City of Madison</u> Laura Amundson PH: 608-243-5892 Email: LAmundson@cityofmadison.com

Sincerely,

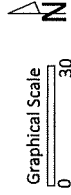


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James M. Wolfe, P.E., City Engineer

City of Madison  
Department of Public Works  
**PARKS DIVISION**  
330 E. Lakeside St.  
Madison, WI 53715

**play**  
**MADISON**  
**PARKS**



PROJECT:  
**COUNTRY GROVE  
PARK SHELTER**

PROJECT ADDRESS:  
**7353 EAST PASS  
MADISON, WI**

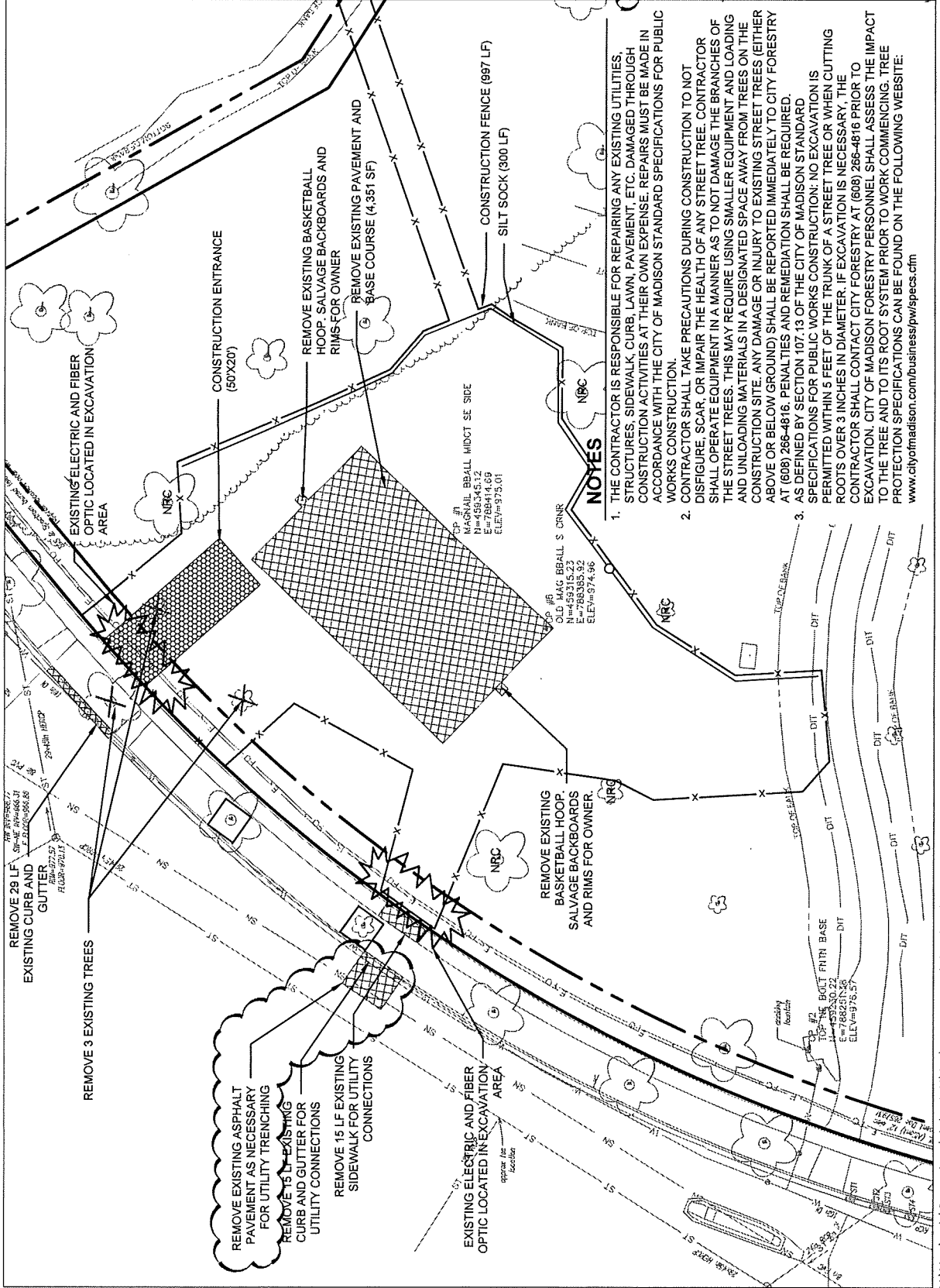
Although every effort has been made in preparing this plan, the contractor and subcontractors must check all details and dimensions of their work and be responsible for the same.

DATE: 03-15-2024  
SHEET NUMBER: 9359

PUBLIC WORKS PROJECT #:  
**9359**

SHEET TITLE:  
**DEMOLITION PLAN**

SHEET NUMBER:  
**C1.3**



**NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY EXISTING UTILITIES, STRUCTURES, SIDEWALK, CURB, LAWN, PAVEMENT, ETC. DAMAGED THROUGH CONSTRUCTION ACTIVITIES AT THEIR OWN EXPENSE. REPAIRS MUST BE MADE IN ACCORDANCE WITH THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE. CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREES. THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT (608) 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED, AS DEFINED BY SECTION 107.13 OF THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF A STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE:  
[www.cityofmadison.com/business/pw/specs.ctm](http://www.cityofmadison.com/business/pw/specs.ctm)
- 3.



City of Madison  
 Department of Public Works  
**PARKS DIVISION**  
 330 E. Lakeside St.  
 Madison, WI 53725

**play**  
**MADISON**  
**PARKS**

Graphical Scale  
 0 30  
 N

PROJECT:

**COUNTRY GROVE  
 PARK SHELTER**

PROJECT ADDRESS:

**7353 EAST PASS  
 MADISON, WI**

Although every effort has been made to prepare these plans and depicting them for accuracy, the contractor and subcontractors must check all details and dimensions of the work to be responsible for the same.

ITEM	DATE
AND SEE ARCHITECTURAL	ARCHITECTURAL
ASSEMBLY	ASSEMBLY

PUBLIC WORKS PROJECT #: **9359**

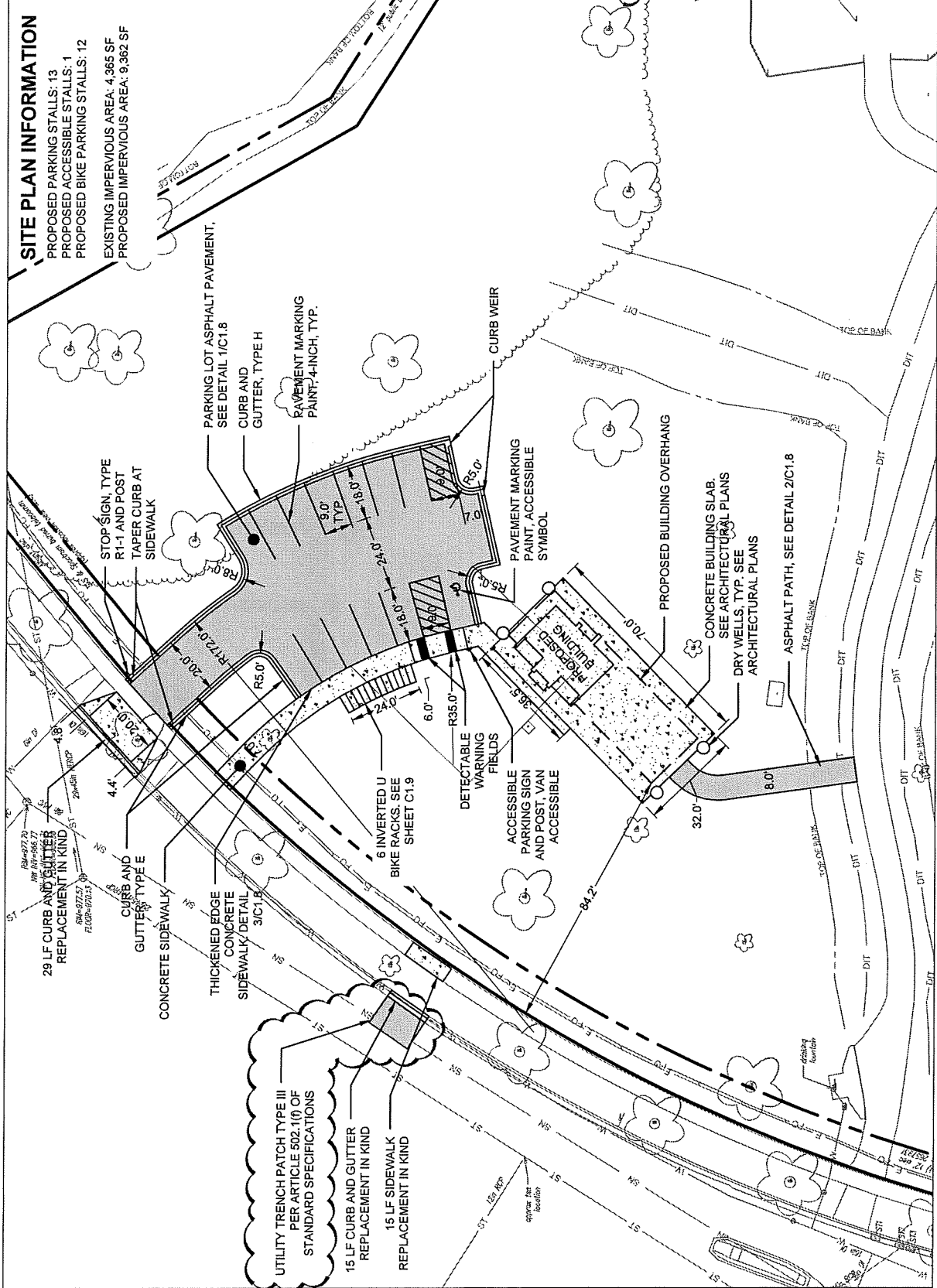
SHEET TITLE: **SITE PLAN**

SHEET NUMBER:

**C1.4**

**SITE PLAN INFORMATION**

- PROPOSED PARKING STALLS: 13
- PROPOSED ACCESSIBLE STALLS: 1
- PROPOSED BIKE PARKING STALLS: 12
- EXISTING IMPERVIOUS AREA: 4,365 SF
- PROPOSED IMPERVIOUS AREA: 9,362 SF





**DESTREE**  
 1000 W. WISCONSIN  
 200 WEST WISCONSIN, WISCONSIN 53591  
 TEL: 608.785.1234  
 WWW.DESTREEENGINEERING.COM

**ECHOLON**  
 1574 W. WISCONSIN  
 1574 W. WISCONSIN, WISCONSIN 53591  
 TEL: 608.785.1234  
 WWW.ECHOLONENGINEERING.COM

**Hensman Engineering**  
 1000 W. WISCONSIN  
 1000 W. WISCONSIN, WISCONSIN 53591  
 TEL: 608.785.1234  
 WWW.HENSMANENGINEERING.COM

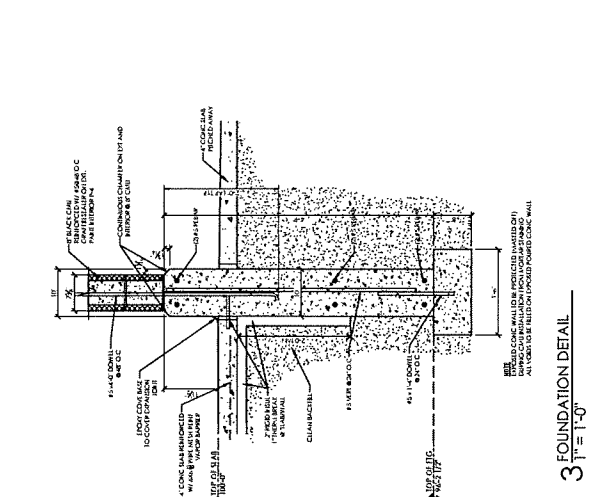
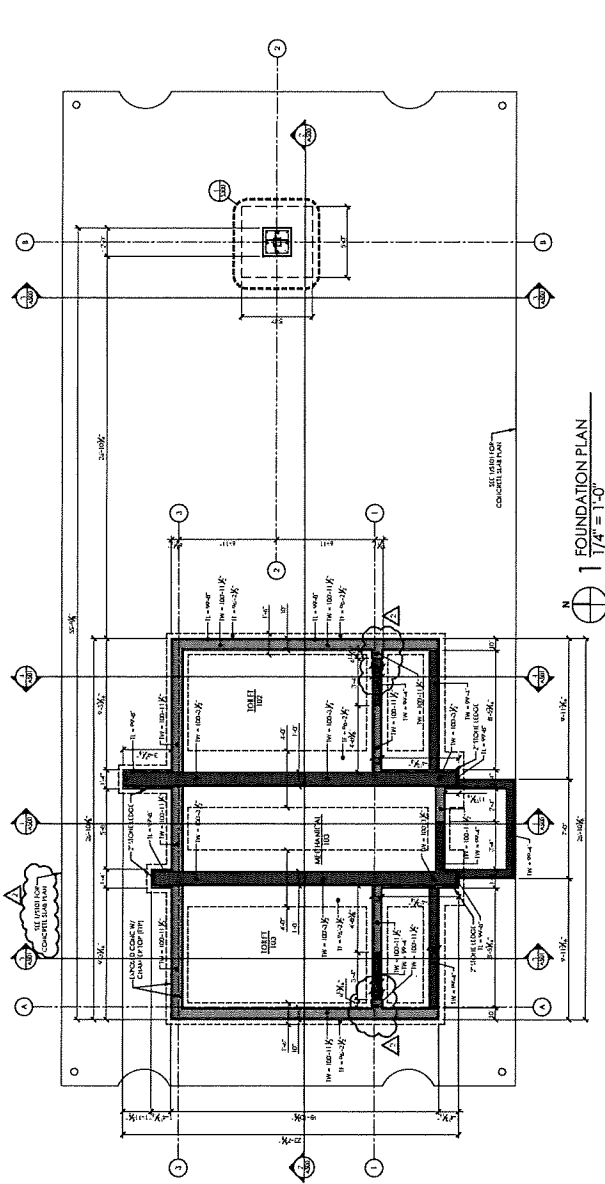
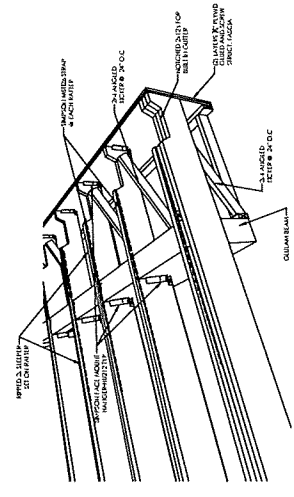
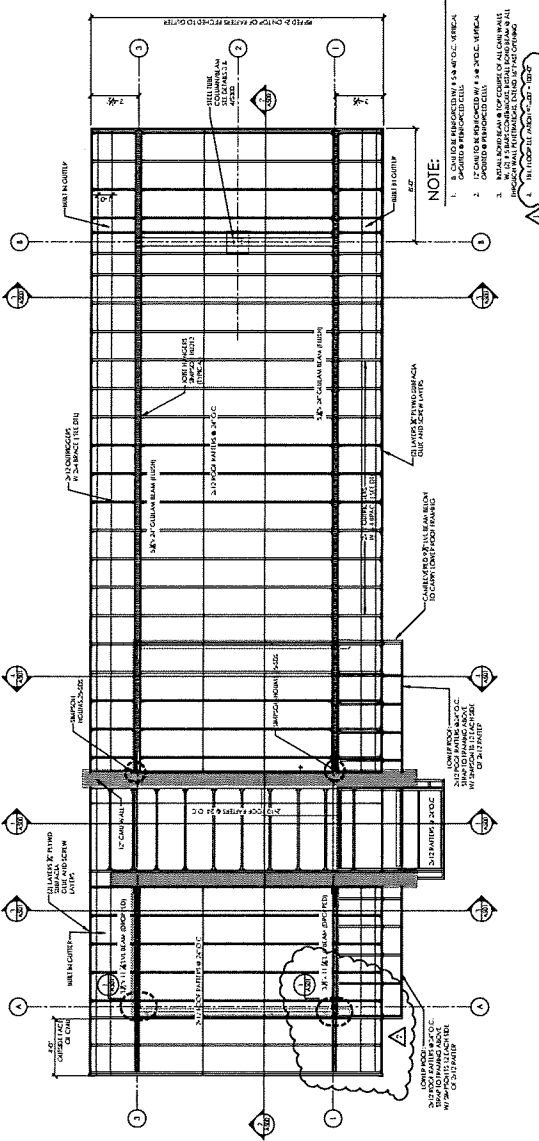
**COUNTRY GROVE**  
 PARK SHELTER  
 7353 EAST PASS  
 MADISON, WI 53719  
 CONTRACT # 9359 / MUNIS # 13937

**ISSUANCES:**

02.01.24 - RD SET
03.15.24 - ADDENDUM #1
10.15.24 - ADDENDUM #2

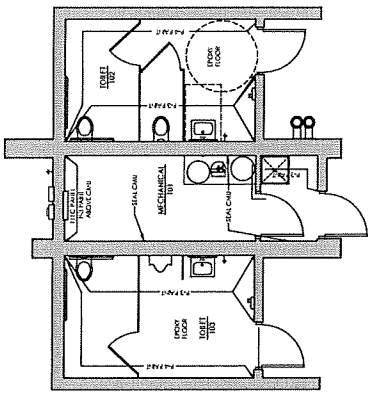
SHEET NAME	FOUNDATION & FRAMING
PLANS & DETAILS	
SHEET NUMBER	\$100

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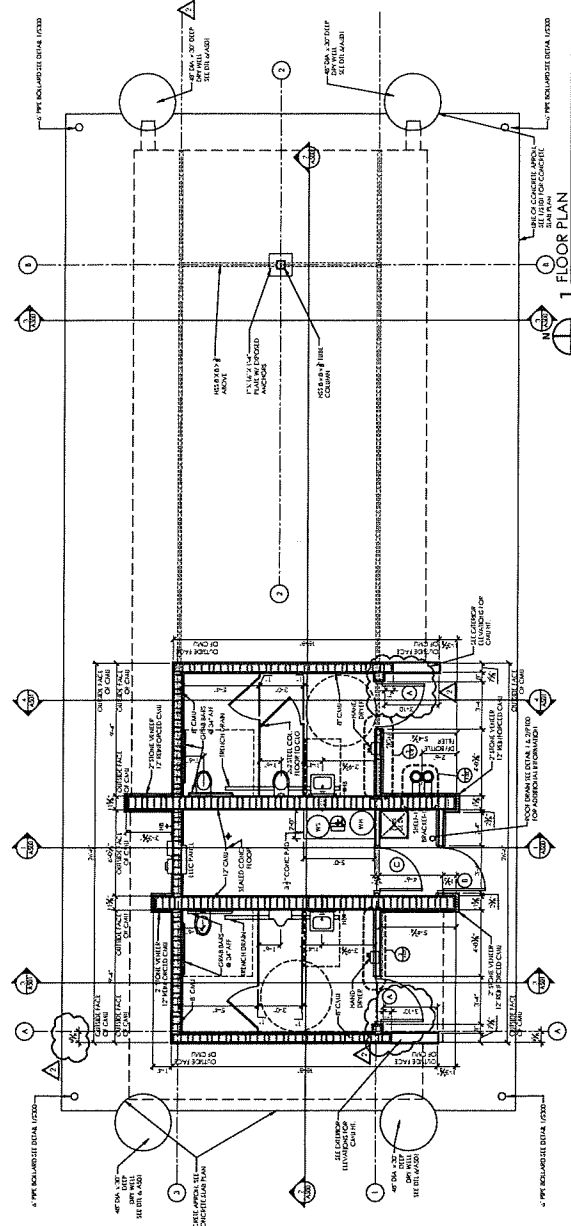


**GENERAL PLAN NOTES**

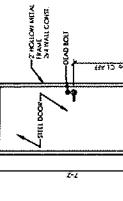
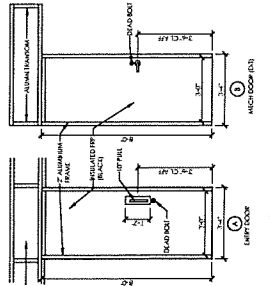
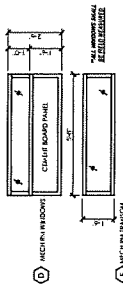
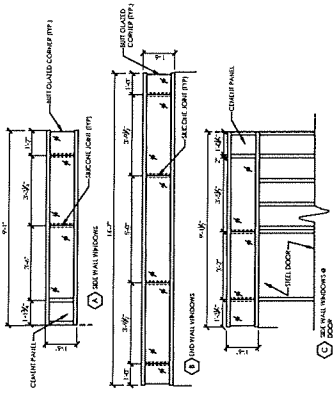
1. ALL WALLS TO BE FINISHED WITH 5/8" O.C. VERTICAL GROUTED & REINFORCED CONCRETE.
2. FLOOR TO BE FINISHED WITH 3/4" O.C. VERTICAL GROUTED & REINFORCED CONCRETE.
3. INSTALL BRIDGE BEAM AT TOP CORNER OF ALL CORNER WALLS WITH 4 SANS. 6" DIA. C-10. ALL CORNER WALLS TO BE FINISHED WITH 5/8" O.C. VERTICAL GROUTED & REINFORCED CONCRETE.
4. WIRE WALL SHELVES SPECIFIED BY OWNER.
5. ALL EXTERIOR WALL MOUNTED BRACKET BRACKETS TO BE FINISHED WITH 5/8" O.C. VERTICAL GROUTED & REINFORCED CONCRETE.
6. SEE 1000 FOR FINISH SCHEDULE.



2 1/4" = 1'-0"

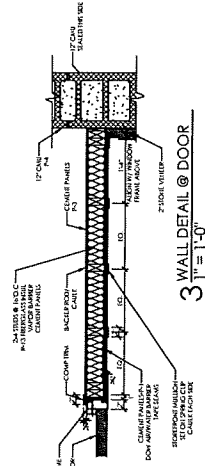


1 7/8" = 1'-0"



7 3/8" = 1'-0"

**4 DOOR & WINDOW TYPES**



3 WALL DETAIL @ DOOR  
3 3/8" = 1'-0"



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 200 WEST WASHINGTON AVE. SUITE 200  
 MADISON, WI 53703  
 WWW.DESTREEGROUP.COM

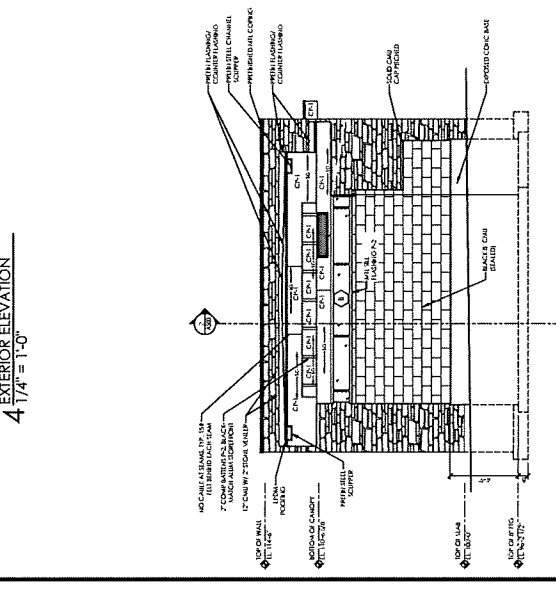
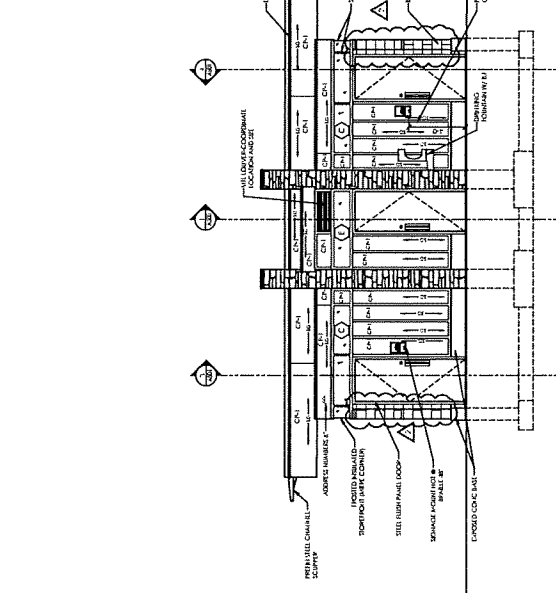
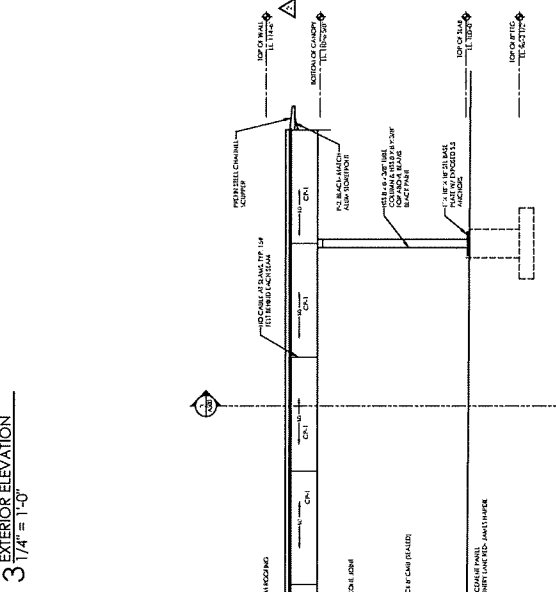
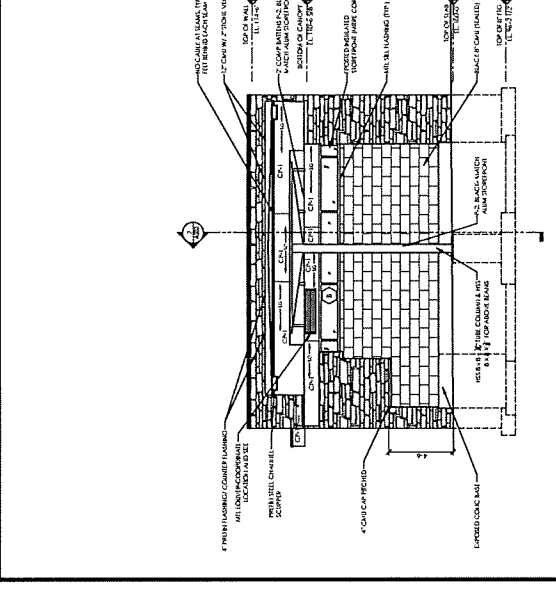
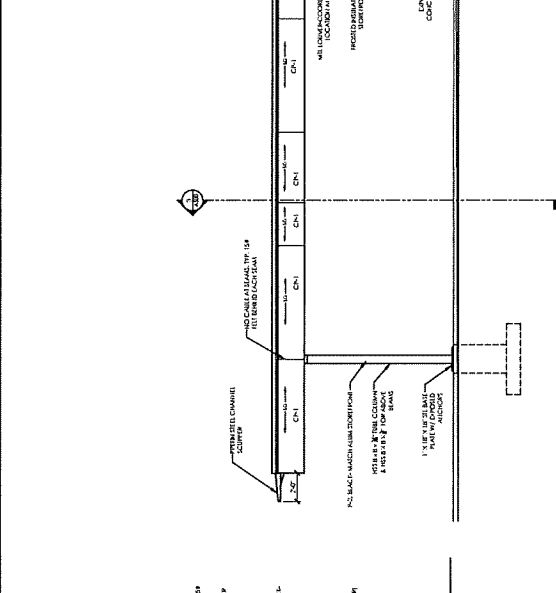
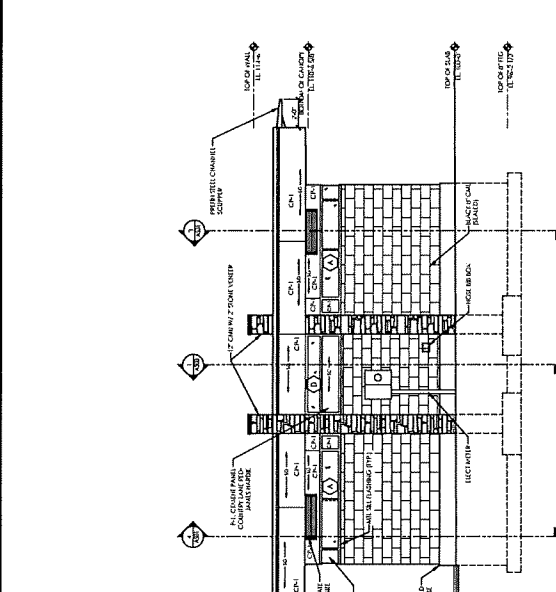
**ECHOLON**  
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 300 WEST WASHINGTON AVE. SUITE 200  
 MADISON, WI 53703  
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**Henneman Engineering**  
 100 WEST WASHINGTON AVE. SUITE 200  
 MADISON, WI 53703  
 WWW.HENNEMANENGINEERING.COM

**COUNTRY GROVE**  
 PARK SHELTER  
 7353 EAST PASS  
 MADISON, WI 53719  
 CONTRACT #9359 / MUNIS # 13937

**ISSUANCES:**  
 02.01.24 - BID SET  
 03.15.24 - ADDENDUM #2

SHEET NAME	EXTERIOR ELEVATIONS
SHEET NUMBER	A300



- GENERAL NOTES**
1. REFER TO SHEET A301 FOR FINISHES.
  2. ALL CMU AND STONE SURFACES TO HAVE ANTI-CRACKING JOINT SEAL.
  3. ALL CMU AND STONE SURFACES TO HAVE ANTI-CRACKING JOINT SEAL.
  4. 5/8\"/>

5. SEE SHEET A301 FOR WINDOW ELEVATIONS.  
 6. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

7. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

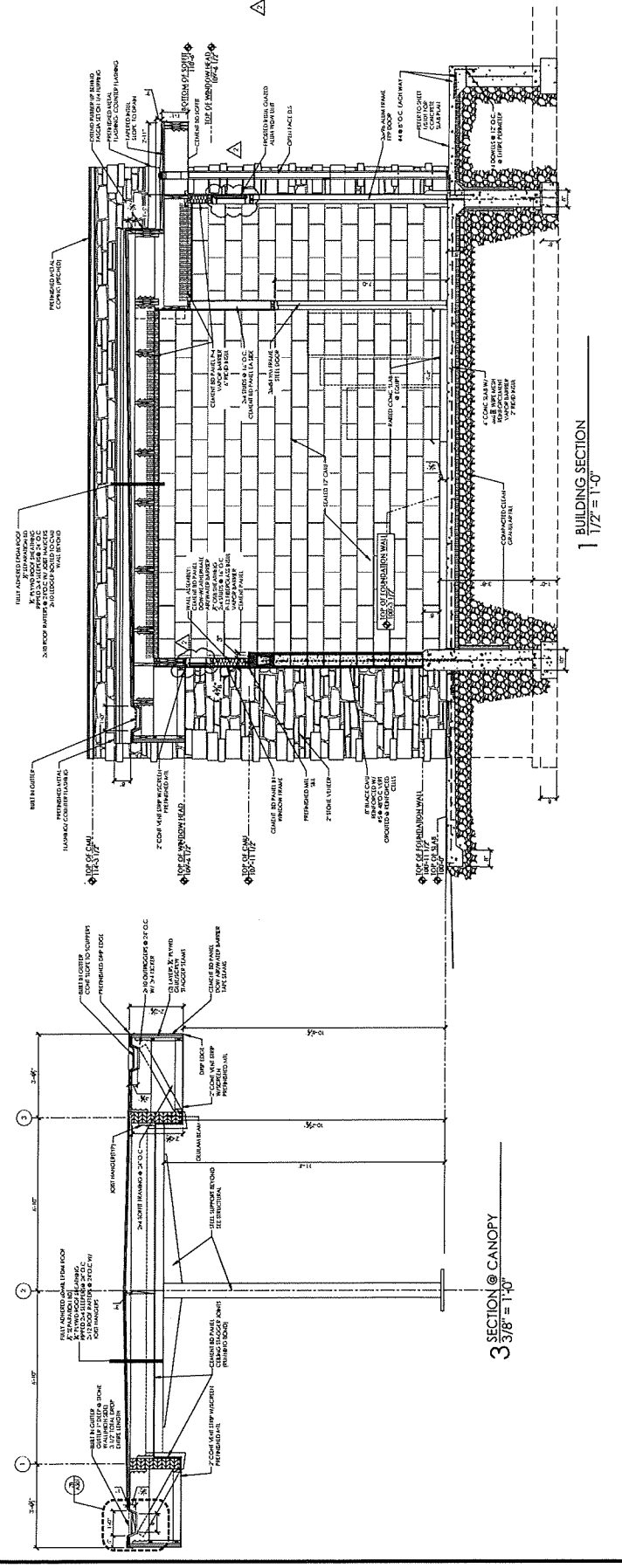
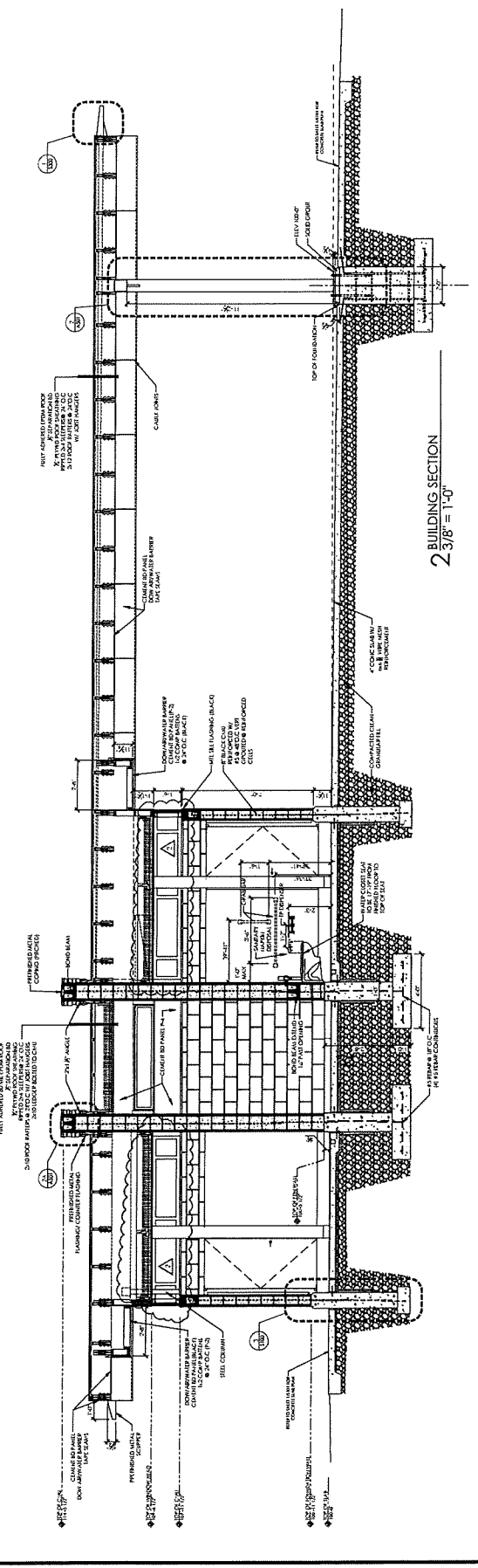
8. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

9. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

10. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

11. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>

12. ALL SEAMS IN THE JOINTS SHALL BE BUTT JOINTS AND CAULKED UNLESS OTHERWISE NOTED. JOINTS TO HAVE 1/8\"/>



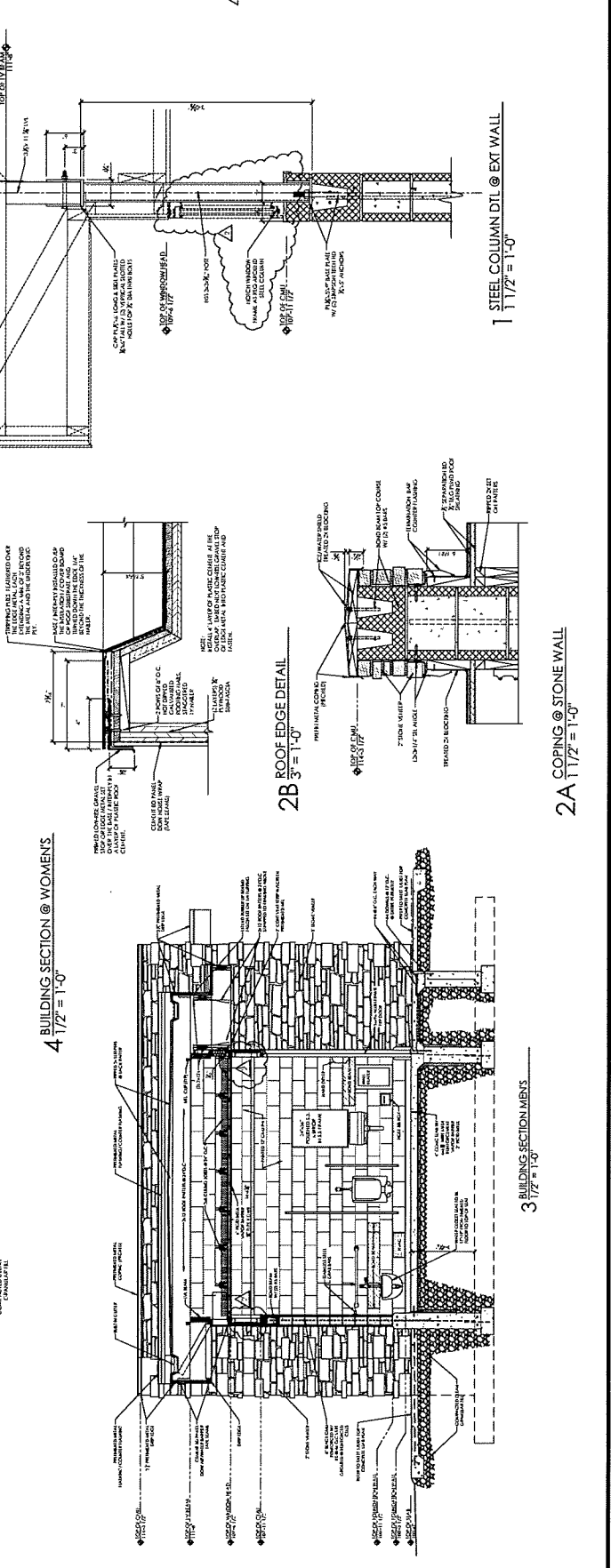
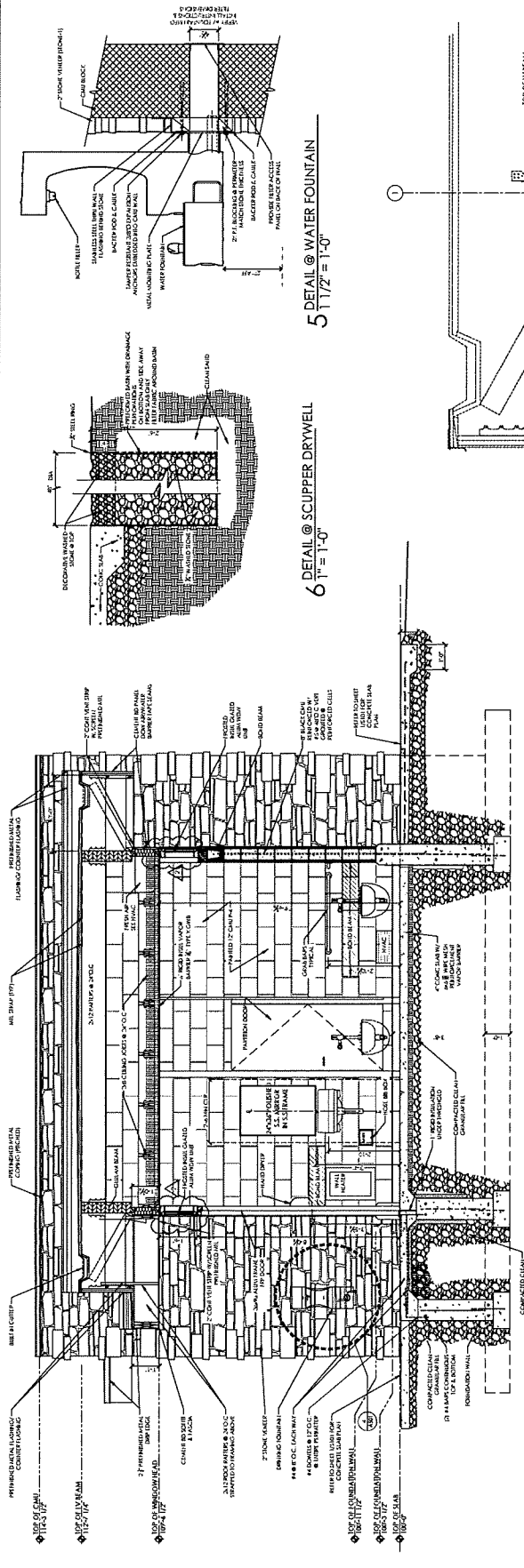
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300 WEST WASHINGTON AVE. SUITE 210  
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**COUNTRY GROVE**  
PARK SHELTER  
7353 EAST PASS  
MADISON, WI 53719  
CONTRACT # 9359 / MUNIS # 13937

ISSUANCES:	
02.01.24 - BID SET	
02.15.24 - ADDENDUM #2	
SHEET NAME	SECTIONS & DETAILS
SHEET NUMBER	A501



**SECTION 08 41 13**  
**ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS**

**PART 1 – GENERAL**

**1.1 SECTION REQUIREMENTS**

- A. Submittals: Product Data, Shop Drawings, and color Samples.

**PART 2 – PRODUCTS**

**2.1 ALUMINUM-FRAMED STOREFRONTS**

- A. Basis of Design for Window Frame:
1. Kawneer Company Inc. or Approved Equal
  2. Trifab® VersaGlaze® 451T Framing System (Thermally improved) at fixed window conditions.
  3. System Dimensions: 2" x 4-1/2"
  4. Glass: Exterior Structural Silicone Glazing
- B. Accessible Entrances: Comply with ICC/ANSI A117.1.
- C. Performance Requirements:
5. Limit deflection of framing members normal to wall plane to 1/175 of clear span for spans up to 13 feet 6 inches.
  6. Limit deflection of framing members parallel to glazing plane to L/360 of clear span or 1/8 inch, whichever is smaller.
  7. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.
  8. Air Infiltration: Limited to 0.06 cfm/sq. ft. of system surface area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa).
  9. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
- D. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated; ASTM B 209 sheet; ASTM B 221 (ASTM B 221M) extrusions.
- E. Glazing: As specified in Division 08 Section "Glazing."
- F. Doors: See Section 08 11 13 Hollow Metal Doors
- G. Fasteners and Accessories: Compatible with adjacent materials, corrosion resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.
- H. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
1. Door Framing: Reinforce to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory- installed hardware before finishing components.
- I. Aluminum Finish: Fluoropolymer two-coat coating system complying with AAMA 2604.
- J. Weather-strip: Provide standard weather-strip compatible with aluminum framing.

**PART 3 – EXECUTION**

**3.1 INSTALLATION**

- A. Isolate metal surfaces in contact with incompatible materials, including wood, by painting contact surfaces with bituminous coating or primer, or by applying sealant or tape recommended by manufacturer.
- B. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- C. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.
- D. Install framing components true in alignment with established lines and grades to the following tolerances:
1. Variation from Plane: Limit to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/4 inch (6 mm) over total length.

- 1                    2.     Alignment: For surfaces abutting in line, limit offset to 1/16 inch (1.5 mm). For surfaces meeting at corners,  
2                                limit offset to 1/32 inch (0.8 mm).  
3                    3.     Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch (3 mm).  
4     E.             Coordinate frame preparation with hollow metal door supplier and hardware requirements.  
5  
6

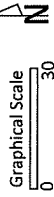
**END OF SECTION 08 41 13**



CP16/MACS

City of Madison  
Department of Public Works  
**PARKS DIVISION**  
330 E. Lakeside St.  
Madison, WI 53715

**play**  
**MADISON**  
**PARKS**



PROJECT:

**COUNTRY GROVE  
PARK SHELTER**

PROJECT ADDRESS:

**7353 EAST PASS  
MADISON, WI**

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor shall be responsible for the correctness and dimensions of their trees and for the same.

ITEM	DATE
NO. 1	02-03-2024

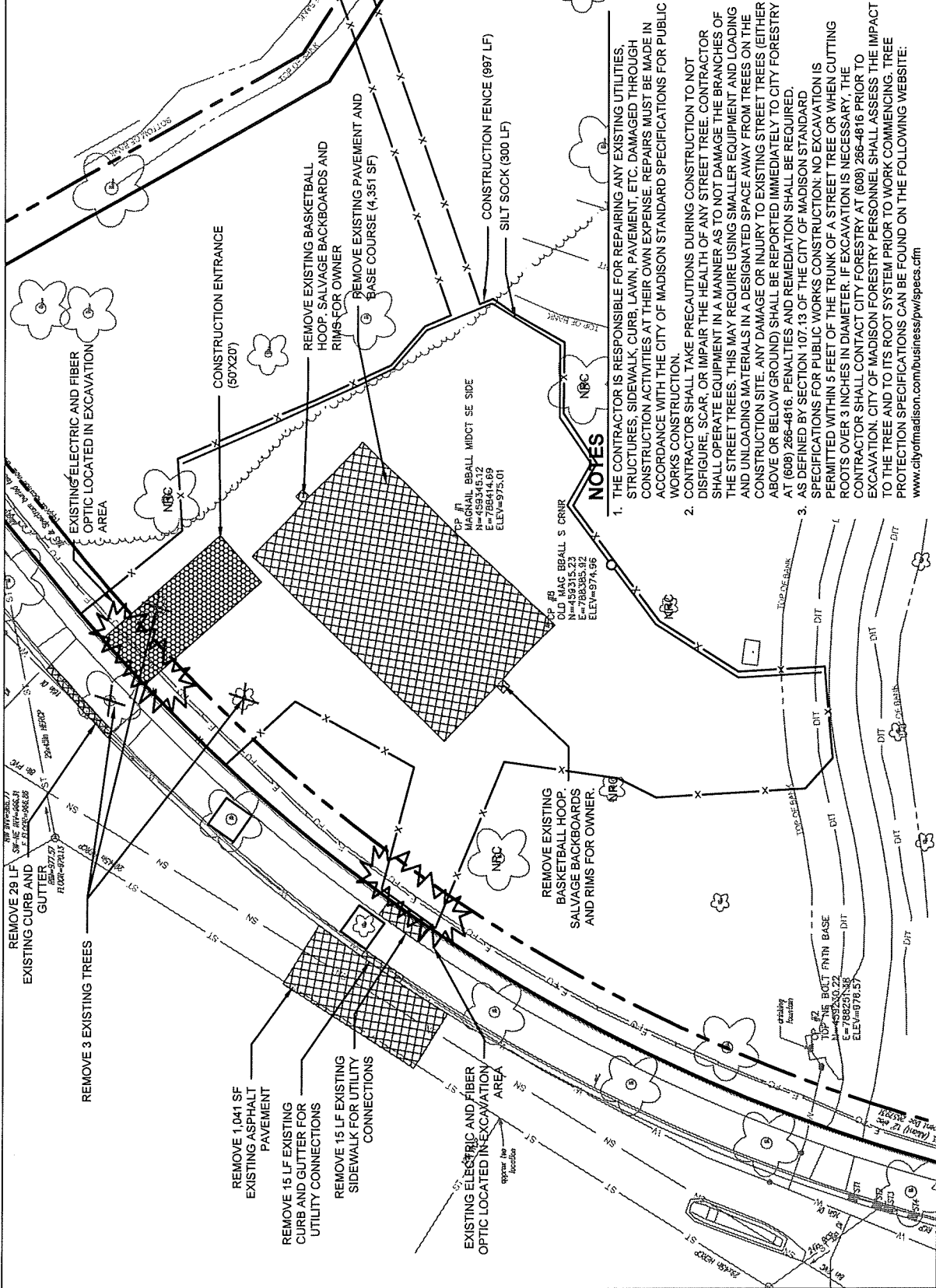
PUBLIC WORKS PROJECT #:  
**9359**

SHEET TITLE:

**DEMOLITION PLAN**

SHEET NUMBER:

**C1.3**



1. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY EXISTING UTILITIES, STRUCTURES, SIDEWALK, CURB, LAWN, PAVEMENT, ETC. DAMAGED THROUGH CONSTRUCTION ACTIVITIES AT THEIR OWN EXPENSE. REPAIRS MUST BE MADE IN ACCORDANCE WITH THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE. CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREES. THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT (608) 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED. AS DEFINED BY SECTION 107.13 OF THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF A STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE: [www.cityofmadison.com/business/pw/specs.cfm](http://www.cityofmadison.com/business/pw/specs.cfm)
- 3.



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STRUCTURES  
1000 W. WASHINGTON AVE. SUITE 100  
MADISON, WI 53703  
TEL: 608.261.1400  
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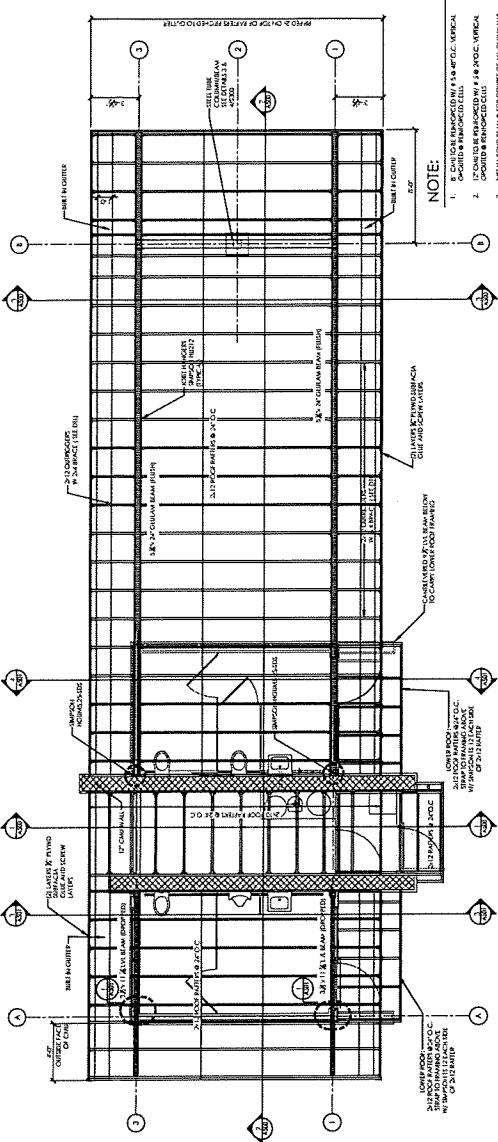
**Henneman**  
Engineering  
1000 W. WASHINGTON AVE. SUITE 100  
MADISON, WI 53703  
TEL: 608.261.1400  
WWW.HENNEMANENGINEERING.COM

**COUNTRY GROVE**  
PARK SHELTER  
7353 EAST PASS  
MADISON, WI 53719  
CONTRACT #9359 / MUNIS #13937

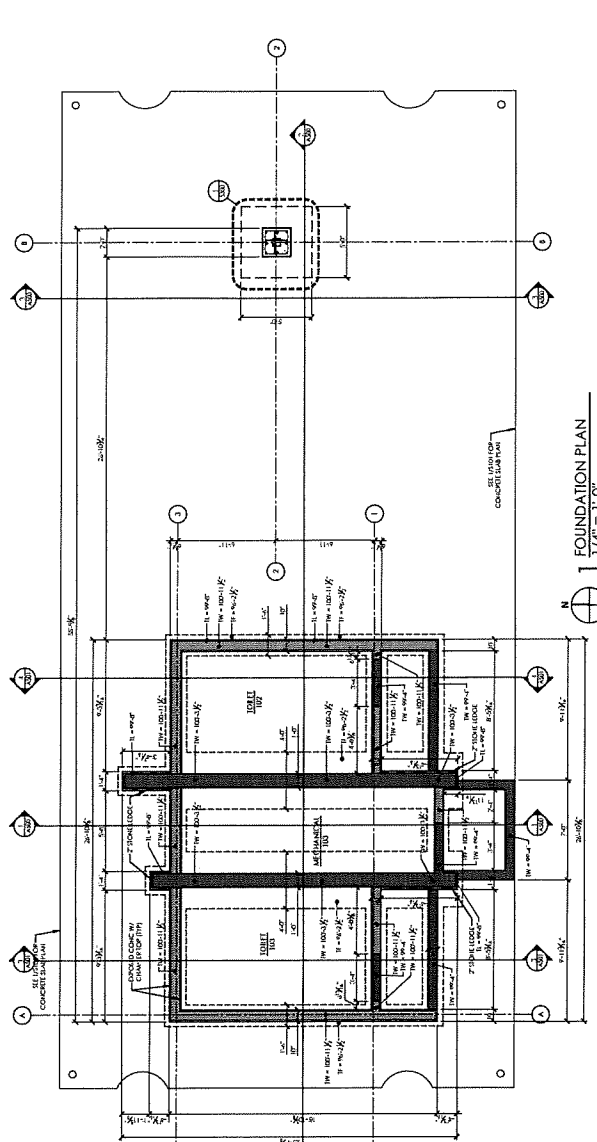
ISSUANCES:
02/07/24 - 08/23/24


SHEET NAME	FOUNDATION & FRAMING
PLANS & DETAILS	
SHEET NUMBER	S100

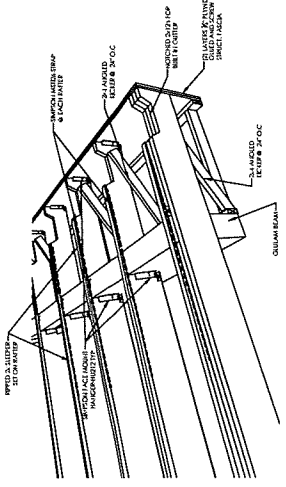
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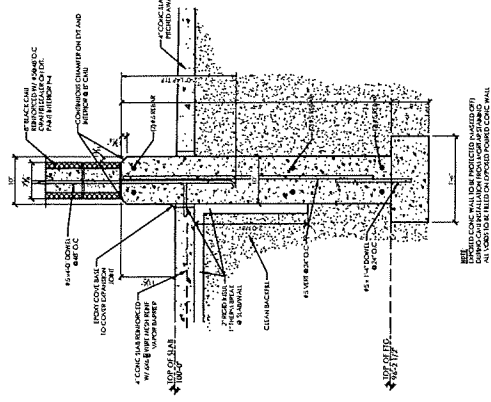
2 ROOF FRAMING PLAN  
1/4" = 1'-0"



1 FOUNDATION PLAN  
1/4" = 1'-0"



4 BUILT-IN GUTTER DETAIL  
3/8" = 1'-0"



3 FOUNDATION DETAIL  
3/16" = 1'-0"

ORIGINALES

**DESTREE CONSULTING ENGINEERS**  
 200 WEST WISCONSIN AVENUE, SUITE 200  
 MADISON, WI 53703  
 WWW.DESTREEENGINEERS.COM

**E CHELON**  
 575 EAST WISCONSIN AVENUE, SUITE 200  
 MADISON, WI 53703  
 WWW.ECHELONENGINEERS.COM

**Henneken Engineering**  
 1711 LEXINGTON AVENUE, SUITE 100  
 MADISON, WI 53703  
 WWW.HENNEKENENGINEERING.COM

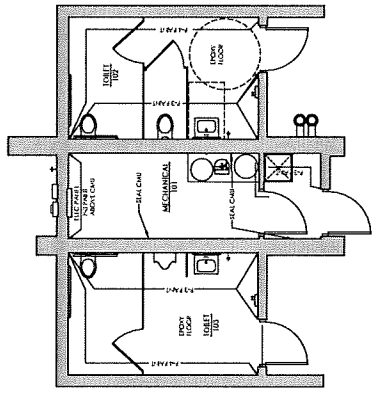
**COUNTRY GROVE**  
 PARK SHELTER  
 7333 EAST PASS  
 MADISON, WI 53719  
 CONTRACT # 9359 / MUNIS # 13937

**ISSUANCES:**  
 02.01.24 - BID SET

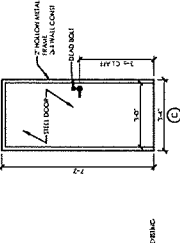
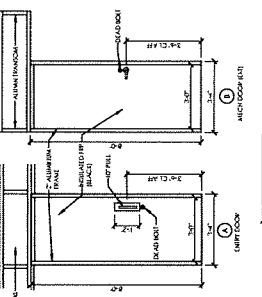
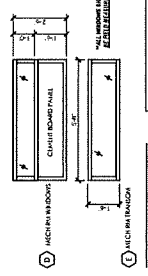
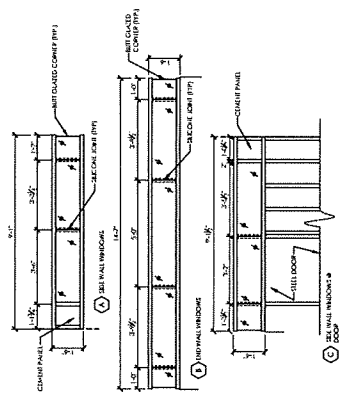
**SHEET NAME:**  
 FLOOR & ROOF PLAN  
**SHEET NUMBER:**  
 A100

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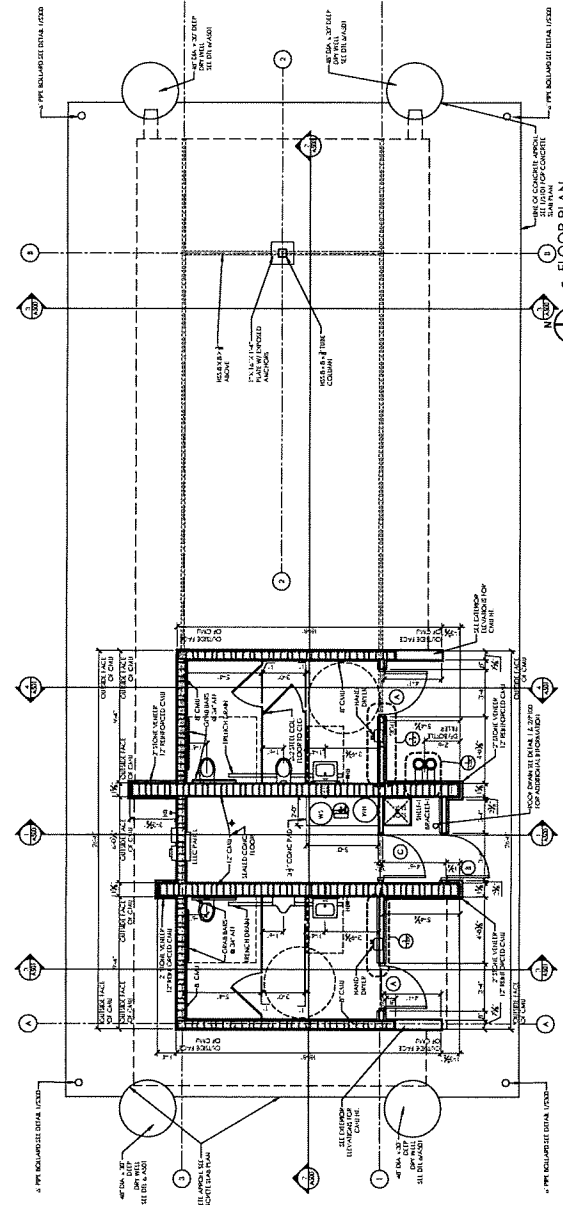
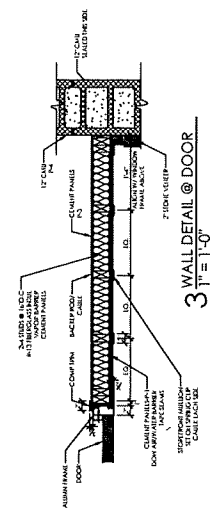
- GENERAL PLAN NOTES**
1. IF CANNOT BE ENFORCED WITH 2" MIN. O.C. VERTICAL GRIDDED REINFORCED CELLS.
  2. REINFORCED CELLS ENFORCED WITH 5/8" O.C. VERTICAL GRIDDED REINFORCED CELLS.
  3. COILING BEAMS TO BE COURSE OF ALL COMPASS WITH 18" P. SPACING ENDS IF PART OPENING.
  4. PROVIDE WALL ANCHORS BRACES (IF) FOR DRINKING FONTAIN.
  5. SEE PLAN FOR FINISH SCHEDULE.



**2** FINISH PLAN  
 1/4" = 1'-0"



**4** DOOR & WINDOW TYPES  
 3/8" = 1'-0"



- GENERAL PLAN NOTES**
1. IF CANNOT BE ENFORCED WITH 2" MIN. O.C. VERTICAL GRIDDED REINFORCED CELLS.
  2. REINFORCED CELLS ENFORCED WITH 5/8" O.C. VERTICAL GRIDDED REINFORCED CELLS.
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  5. SEE PLAN FOR FINISH SCHEDULE.

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MADISON, WISCONSIN 53703  
PH: 608.261.1077  
WWW.DESTREEDESIGN.COM

DESIGNED BY: DESTREE  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS  
DATE: 01/15/24

**ECHOLON**  
5770 WISCONSIN AVENUE, SUITE 100  
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WWW.ECHOLONDESIGN.COM

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PH: 608.261.1077  
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COUNTRY GROVE  
PARK SHELTER  
7353 EAST PASS  
MADISON, WI 53719  
CONTRACT #9359 / MUNIS #13937

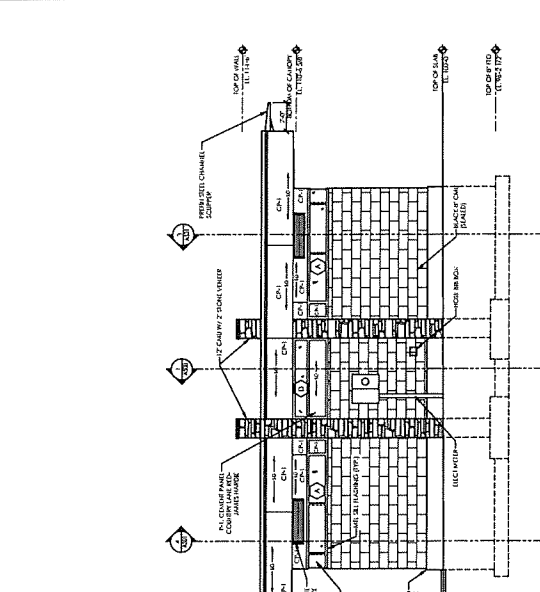
ISSUANCES
02.01.24 - 01.01.24

SHEET NAME
SHEET ELEVATIONS
SHEET NUMBER
A300

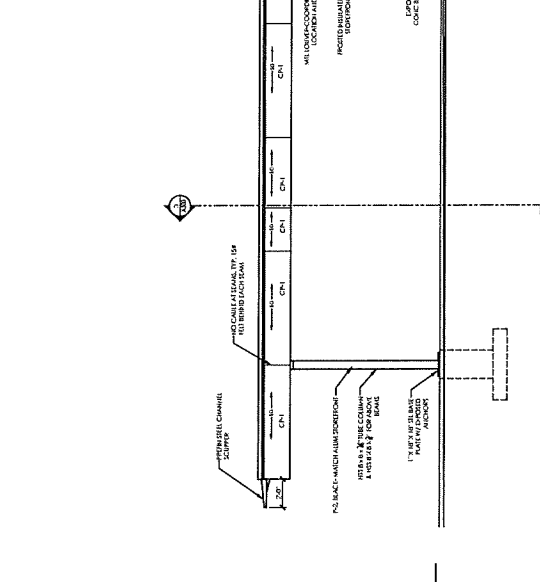




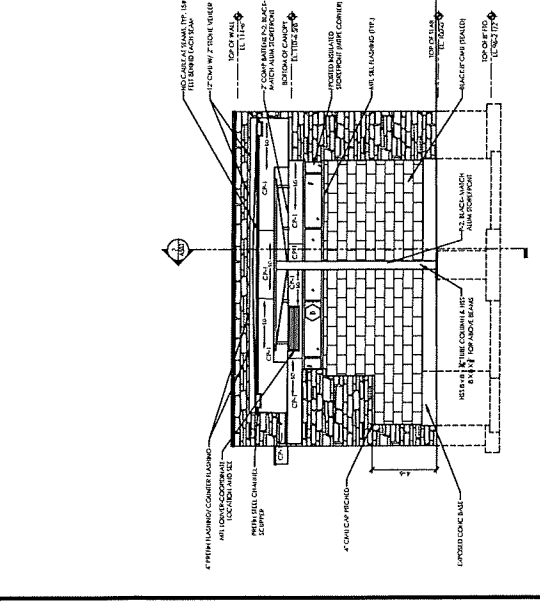
DESTREE DESIGN ARCHITECTURE P.C.



3 EXTERIOR ELEVATION  
1/4" = 1'-0"



4 EXTERIOR ELEVATION  
1/4" = 1'-0"

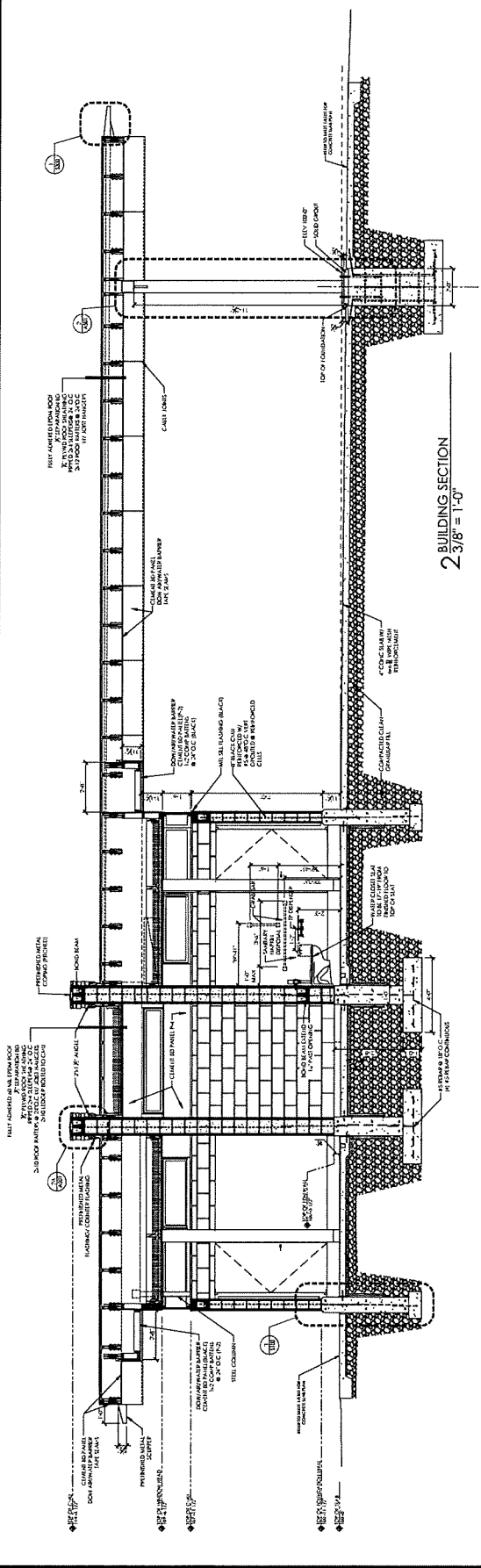


1 EXTERIOR ELEVATION  
1/4" = 1'-0"

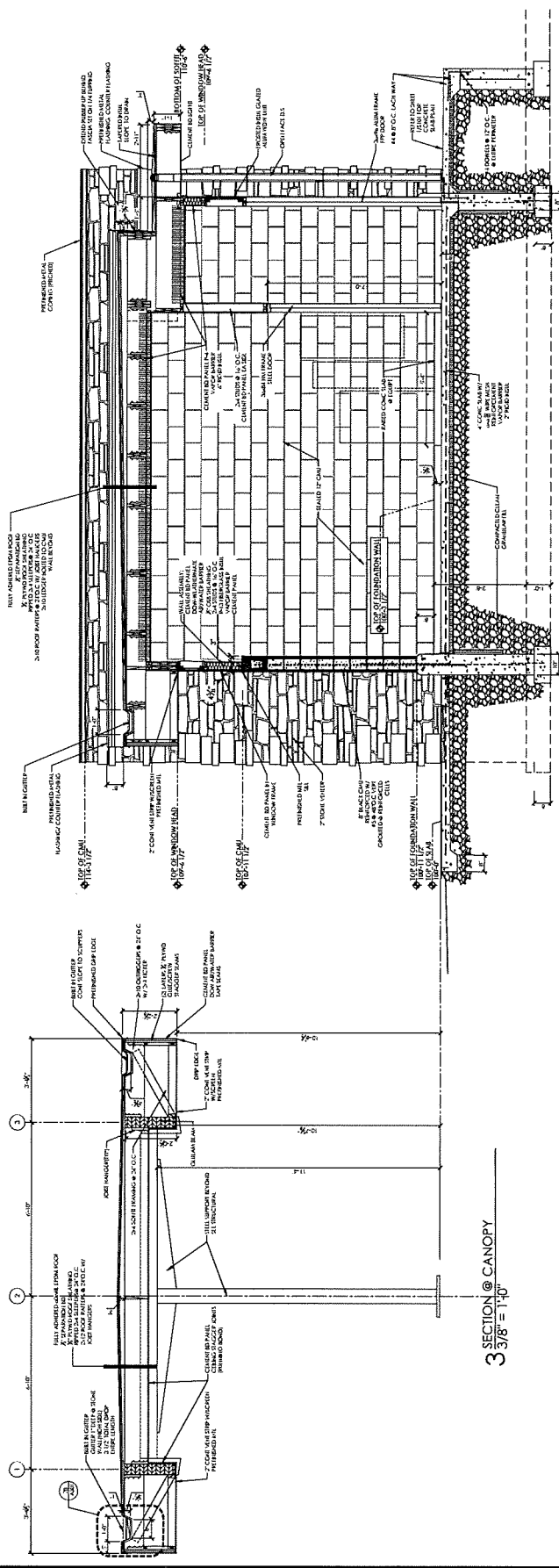


2 EXTERIOR ELEVATION  
1/4" = 1'-0"

- GENERAL NOTES**
1. ALL MATERIALS TO BE COLORED TO MATCH CHAM.
  2. ALL BRICKS TO BE MATCHED TO CHAM BRICKS.
  3. ALL CHAM AND STONE SURFACES TO HAVE ANCHORING REINFORCING (MFR) SEE SPECS.
  4. FINISH GRAB BRICKS FROM CHAM.
  5. SEE SHEET A107 FOR WINDOW ELEVATIONS.
  6. SEE SHEET A108 FOR WINDOW ELEVATIONS.
  7. OTHER NOTES: JOISTS TO HAVE 1\"/>



2 BUILDING SECTION  
2 3/8" = 1'-0"



1 BUILDING SECTION  
1 1/2" = 1'-0"

3 SECTION @ CANOPY  
3 3/8" = 1'-0"

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**COUNTRY GROVE PARK SHELTER**  
7355 EAST PASS  
MADISON, WI 53719  
CONTRACT # 9359 / MUNIS # 13937

ISSUANCES:	02.01.24 - RFD SET
SHEET NAME	WALL SECTIONS
SHEET NUMBER	A500

ORIGINAL

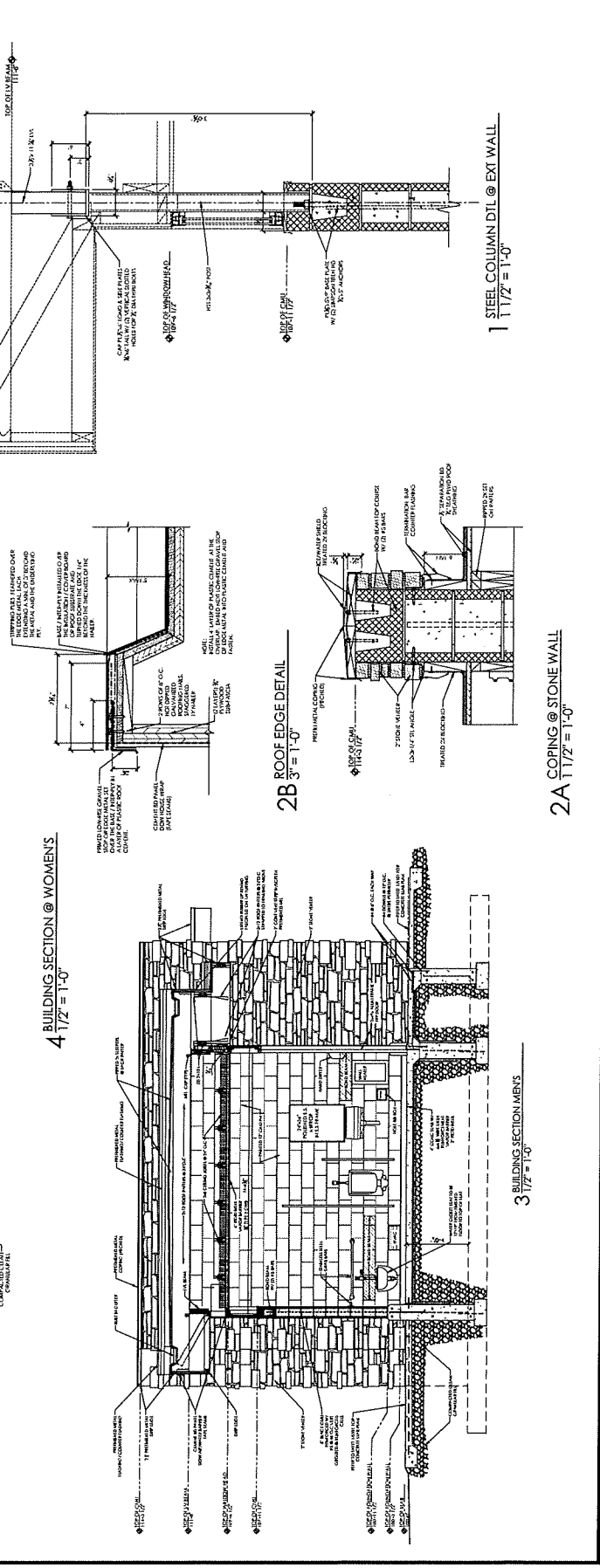
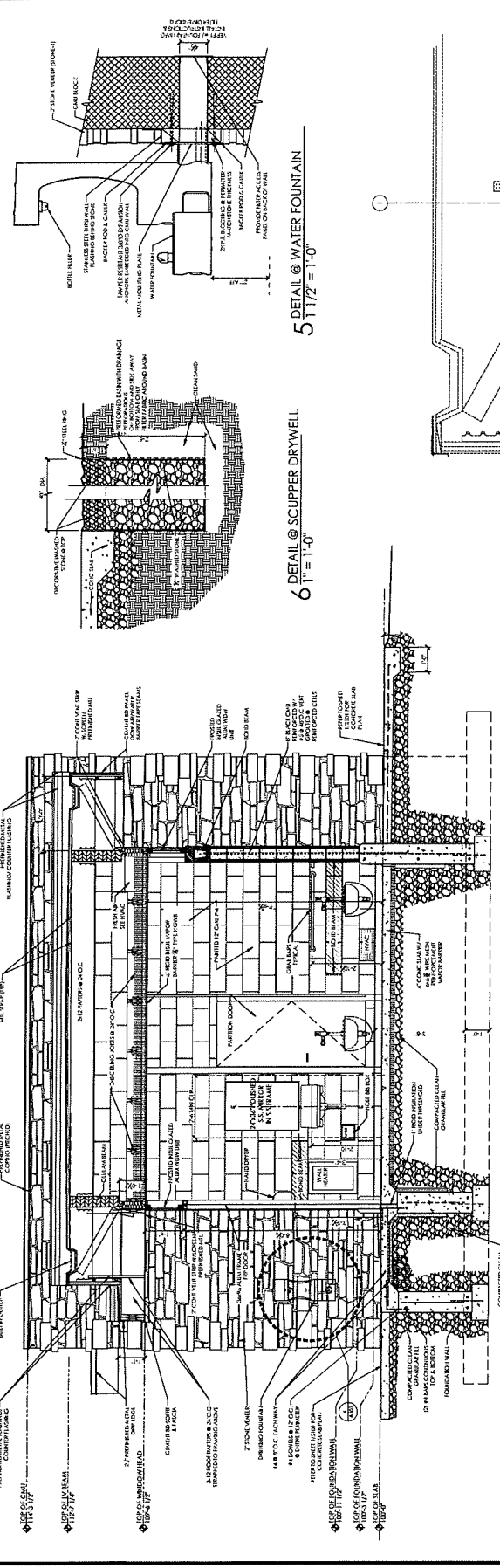
**DESTREE**  
architecture & design  
202 WEST WASHINGTON AVE. 5TH FL.  
MILWAUKEE, WI 53233  
TEL: 414.224.1177  
WWW.DESTREEARCHITECTS.COM

**ECHELON**  
57 EAST WISCONSIN ST. 3RD FL.  
MILWAUKEE, WI 53212  
TEL: 414.224.1177  
WWW.ECHELONARCHITECTS.COM

**Hennemann Engineering**  
1000 W. Wisconsin Ave. 2nd. 500  
MILWAUKEE, WI 53233  
TEL: 414.224.1177  
WWW.HENNEMANNENGINEERING.COM

**COUNTRY GROVE**  
PARK SHELTER  
7353 EAST PASS  
MADISON, WI 53719  
CONTRACT #9359 / MUNIS #13937

ISSUANCES:	02/03/24 - 8:02 AM
SHEET NAME	
SECTIONS & DETAILS	
SHEET NUMBER	<b>A501</b>





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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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. Fahmey, 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 12, 2024

## NOTICE OF ADDENDUM ADDENDUM NO. 1

City of Madison, Engineering Department

### CONTRACT NO. 9359 Country Grove Park Shelter

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as **Country Grove Park Shelter, City of Madison, Contract #9359, as issued on February 1, 2024** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- Drawings C1.5, C2.3, C2.4, C2.6, C2.7, C100 & S100
- Specification Pages (26 00 00 -1) thru (26 00 00 -6); (32 33 00 -1)

Please attach these Addendum documents to the Drawings (Exhibit A), Specifications (Exhibit B), and Proposal Specifications in your possession.

#### 1. GENERAL CONTRACT CONDITIONS

A. No Change.

#### 2. GENERAL QUESTIONS AND ANSWERS

A. Q1: Drawing C1.4 - New parking entrance area from the East Pass Street (including the sidewalk) will withstand the load of vehicle traffic. Could a structural detail for this area be provide?

A1: The driveway entrance shall be constructed in accordance with City of Madison Standard Detail 3.02 and Standard Specifications Article 303. Standard Specifications can be found here: <https://www.cityofmadison.com/engineering/developers-contractors/standard-specifications>

B. Q2: Ref Doc 1 – CGC Report - Report indicates the undercutting of the existing soil for the new footings. This is not shown in the drawings, please clarify.

A2: Structural engineer stated if G.C. follows Geotech report SITE PREP & then have CGC evaluate if soil meets proper compaction.



- C. Q3: Drawings C1.1 - Where the topsoil from both areas (new bldg and new courts) can be stockpile?

A3: Topsoil can be stockpiled anywhere within the boundary of the construction fencing. It is up to the contractor to determine the best location for construction operations. Erosion Control for stockpiles shall be in accordance with Article 210 of the Standard Specifications.

- D. Q4: Drawing C2.6 - Please clarify how deep the engineered soil goes.

A4: The engineered soil goes 2' below the bottom elevation of the basin. Based on soil borings performed, we expect the bottom elevation of the engineered soil to infiltrate into the native sand soil layer.

- E. Q5: Structural vs Grading Drawings - Structural drawings indicate a top slab elevation of 100 ft. Grading drawings indicate a top slab elevation of 976. Please clarify.

A5: Fin. Floor Elevation 976.00' = 100'-0" see attached drawing C1.5 & S100

- F. Q6: Drawing C2.0 - Is there is any utility or underground structure between the new building area and the new court's location? Heavy traffic will be required between the locations and going around the playground area.

A6: There are no utilities crossing the paved path.

- G. Q7: Drawing C2.0 - Will the playground area need to be fenced due to the construction equipment going nearby it?

A7: No

- H. Q8: Bid Documents - Will the owner award the job based on the total base bid or separately, based on any of the 3-line items? If the award will be by line item, then they may be redundancy with the General condition cost which will increase the total base bid cost.

A8: The project will be awarded based on the Total Base Bid.

### 3. **ACCEPTABLE EQUIVALENTS**

- A. Specification Section 10 21 13 TOILET COMPARTMENTS :
- i. Scranton Hiny Hiders Solid Plastic is an approval to Bradley Phenolic-Series 700 High density polyethylene (HDPE)

### 4. **SPECIFICATIONS**

- A. Specification Section 26 00 00 Electrical:
- i. Replace entire specification section with new attached section 26 00 00.
    - Section 26 00 00 Electrical, Page 2, 1.04-A, Replace: "City of Kenosha" with "City of Madison".
    - Section 26 00 00 Electrical, Page 2, 1.04-D, Replace with: "Electrical Service Fee: The owner shall secure and pay all fees for new electrical service from electric utility."
    - Section 26 00 00 Electrical, Page 2, 1.04-E, Add: "Electrical contractor shall provide temporary power service and lighting . See also specification 01 50 00 1.4D & 1.4E."
    - Section 26 00 00 Electrical, Page 4, 2.02-A, Replace with: "New Service: New Service is by the City. Alliant Energy contact Krystal

McDermott, 608-852-2311,  
[KrystalMcDermott@alliantenergy.com](mailto:KrystalMcDermott@alliantenergy.com). Provide new underground  
200A, 120/240 volt, 1-phase, 3-wire electric service from pad-mounted  
transformer as required by the local electric utility (Alliant Energy) and  
as shown on the Drawings.”

- Section 26 00 00 Electrical, Page 4, 2.02-B, Replace: “(MG&E)” with  
“(Alliant Energy)”

B. Specification Section 32 33 00 Site Furnishings

- Replace entire specification section with new attached section 32 33 00.
  - Section 32 33 00 Site Furnishings, Page 1, 2.2A-1, Replace Basis of  
Design: Madrax Spartan with Graber Madrax UX238-LB-IG(SF) Bike  
Rack with Lean Bar, 2 Bike.

5. **DRAWINGS**

A. Civil

- Drawing C1.5:** Replace with attached sheet.
  - Revise Building elevation “976.00” to read “Fin. Floor Elevation  
976.00”.
- Drawing C2.3:** Replace with attached sheet.
  - Basin bottom area increased.
  - Basin bottom elevation changed to 973.50
  - Storm Sewer elevations revised.
  - Revised lengths of Construction Fence and Silt Sock.
- Drawing C2.4:** Replace with attached sheet.
  - Revised seeding areas
- Drawing C2.6:** Replace with attached sheet.
  - Basin bottom elevation changed to 973.50
  - Basin storm structure revised.
- Drawing C2.7:** Replace with attached sheet.
  - Changed IE to 973.00
  - Changed standpipes to one 4” and one 6”
  - Changed structure height to 1’-6”
  - Added sawcut “V” to structure

B. Electrical

- Drawing C100:** Replace with attached sheet.
  - Clarification on proposed new Alliant Energy utility transformer location  
and electrical service into the park.

C. Architectural

- Drawing S100:** Replace with attached sheet.
  - Revise Building elevation “976.00” to read “Fin. Floor Elevation  
976.00”.

6. **PROPOSAL SPECIFICATIONS**

A. No Change.

Please acknowledge this addendum in Section E on page E-1: Bidder’s Acknowledgement on Bid  
Express.

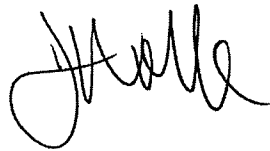
Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>  
and the City of Madison web site at  
<http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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:**

The Project Architect for this contract is:	The City Project Manager for this contract is:
<u>Destree Design Architects</u> Richard Dolezal PH: 608-512-1884 Email: Rdolezal@destreearchitects.com	<u>City of Madison</u> Laura Amundson PH: 608-243-5892 Email: LAmundson@cityofmadison.com

Sincerely,



---

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

City of Madison  
Department of Public Works  
**PARKS DIVISION**  
330 E. Lakeside St.  
Madison, WI 53715

**play**  
**MADISON**  
**PARKS**



**COUNTRY GROVE  
PARK SHELTER**

PROJECT ADDRESS:

**7353 EAST PASS  
MADISON, WI**

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their work for responsibility for the same.

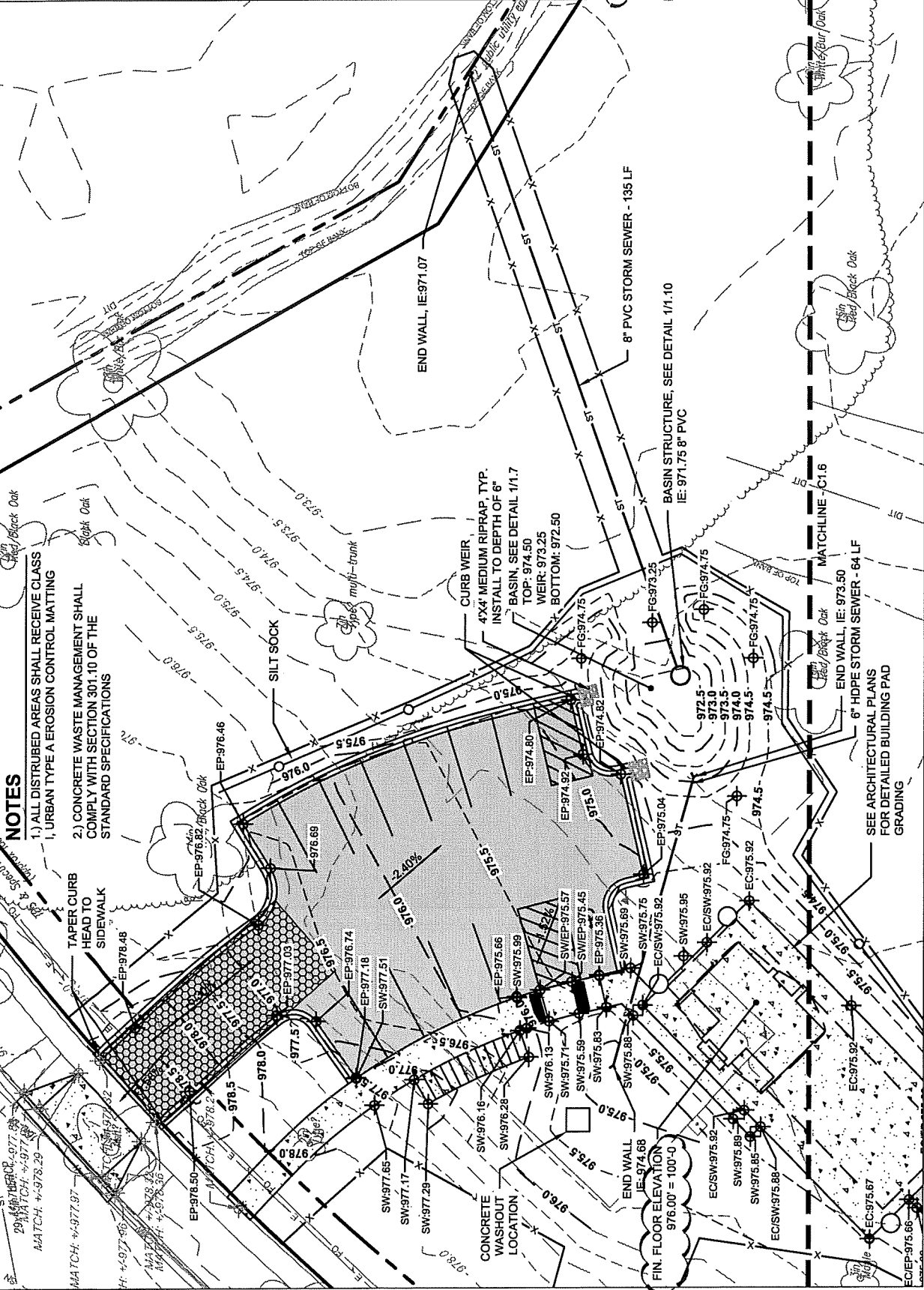
ITEM	DATE
ADDENDUM #	03-13-2024

PUBLIC WORKS PROJECT #:  
**93359**

SHEET TITLE:  
**GRADING AND  
EROSION CONTROL  
PLAN**

SHEET NUMBER:

**C1.5**



**NOTES**

- 1.) ALL DISTRIBUTED AREAS SHALL RECEIVE CLASS 1, URBAN TYPE A EROSION CONTROL MATTING
- 2.) CONCRETE WASTE MANAGEMENT SHALL COMPLY WITH SECTION 301.10 OF THE STANDARD SPECIFICATIONS

TAPER CURB HEAD TO SIDEWALK  
EP-978.48

SILT SOCK  
EP-976.46

CURB WEIR  
4'X4' MEDIUM RIPRAP, TYP.  
INSTALL TO DEPTH OF 6" BASIN, SEE DETAIL 1/1.7  
TOP: 974.50  
WEIR: 973.25  
BOTTOM: 972.50

CONCRETE WASHOUT LOCATION  
FIN. FLOOR ELEVATION 976.00' = 100'-0"

8" PVC STORM SEWER - 135 LF  
BASIN STRUCTURE, SEE DETAIL 1/1.10  
IE: 971.75 8" PVC

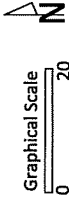
6" HDPE STORM SEWER - 64 LF  
MATCHLINE - C1.6  
END WALL IE: 973.50

SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING PAD GRADING

Black Oak  
Red Oak  
Black Oak

City of Madison  
 Department of Public Works  
**PARKS DIVISION**  
 330 E. Lakeside St.  
 Madison, WI 53715

*play*  
**MADISON  
 PARKS**



PROJECT:

**COUNTRY GROVE  
 PARK SHELTER**

PROJECT ADDRESS:

**7353 EAST PASS  
 MADISON, WI**

Although every effort has been made in preparing this plan, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
ADD'L. SHEET	08.22.2024
ADDITIONAL BL.	08.22.2024

PUBLIC WORKS PROJECT #:

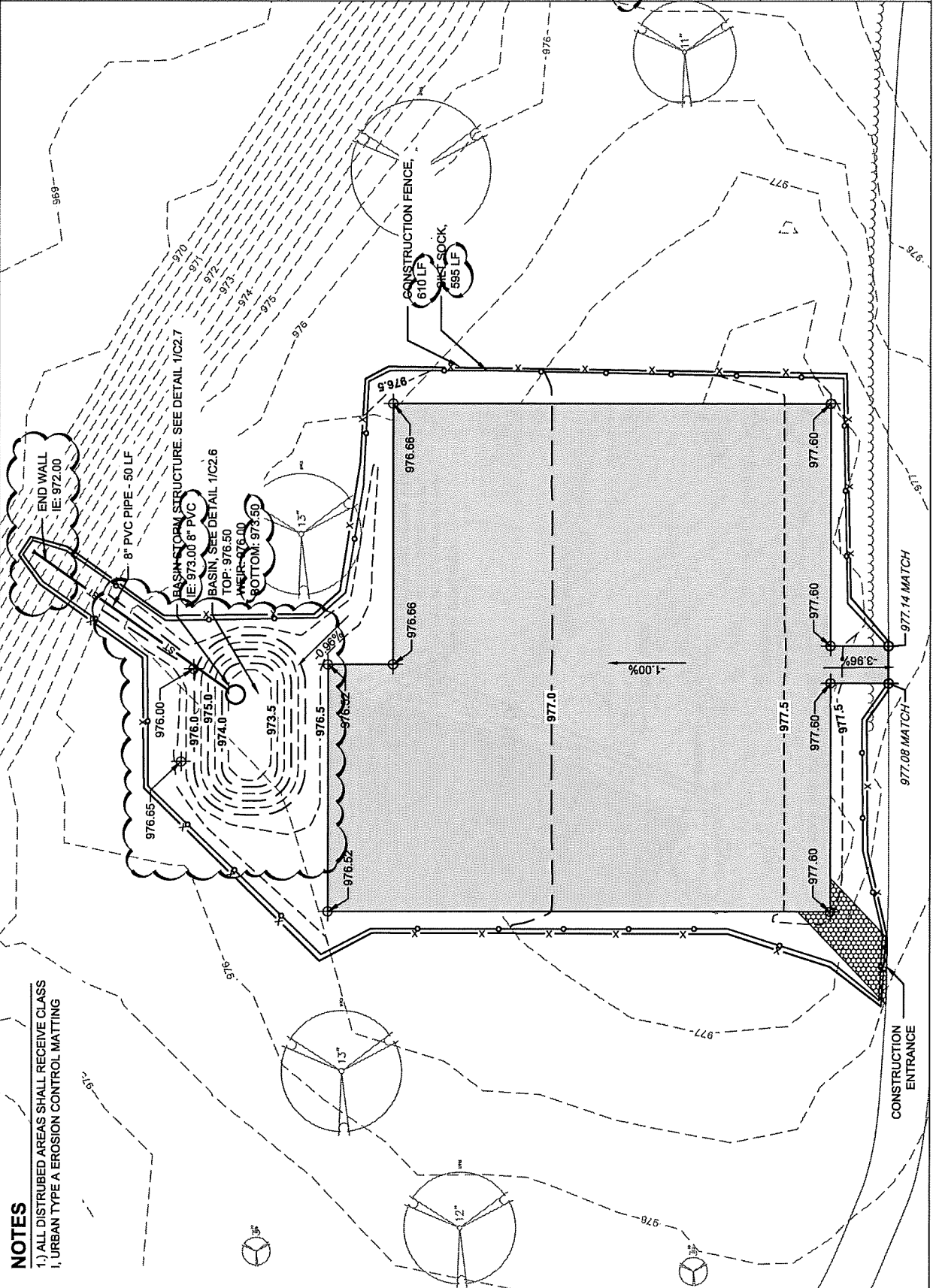
**9359**

SHEET TITLE:

**GRADING AND  
 EROSION CONTROL  
 PLAN**

SHEET NUMBER:

**C2.3**



**NOTES**

- 1.) ALL DISTRIBUTED AREAS SHALL RECEIVE CLASS I, URBAN TYPE A EROSION CONTROL MATTING

City of Madison  
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**MADISON  
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PROJECT:

COUNTRY GROVE  
 PARK SHELTER

PROJECT ADDRESS:

7353 EAST PASS  
 MADISON, WI

Although every effort has been made to prepare these plans and check them for accuracy, the contractor and subcontractors must check all details and dimensions of the work to be performed for the same.

ITEM	DATE
REVISION	04-23-2024
APPROVED BY	(IL-13-2024)

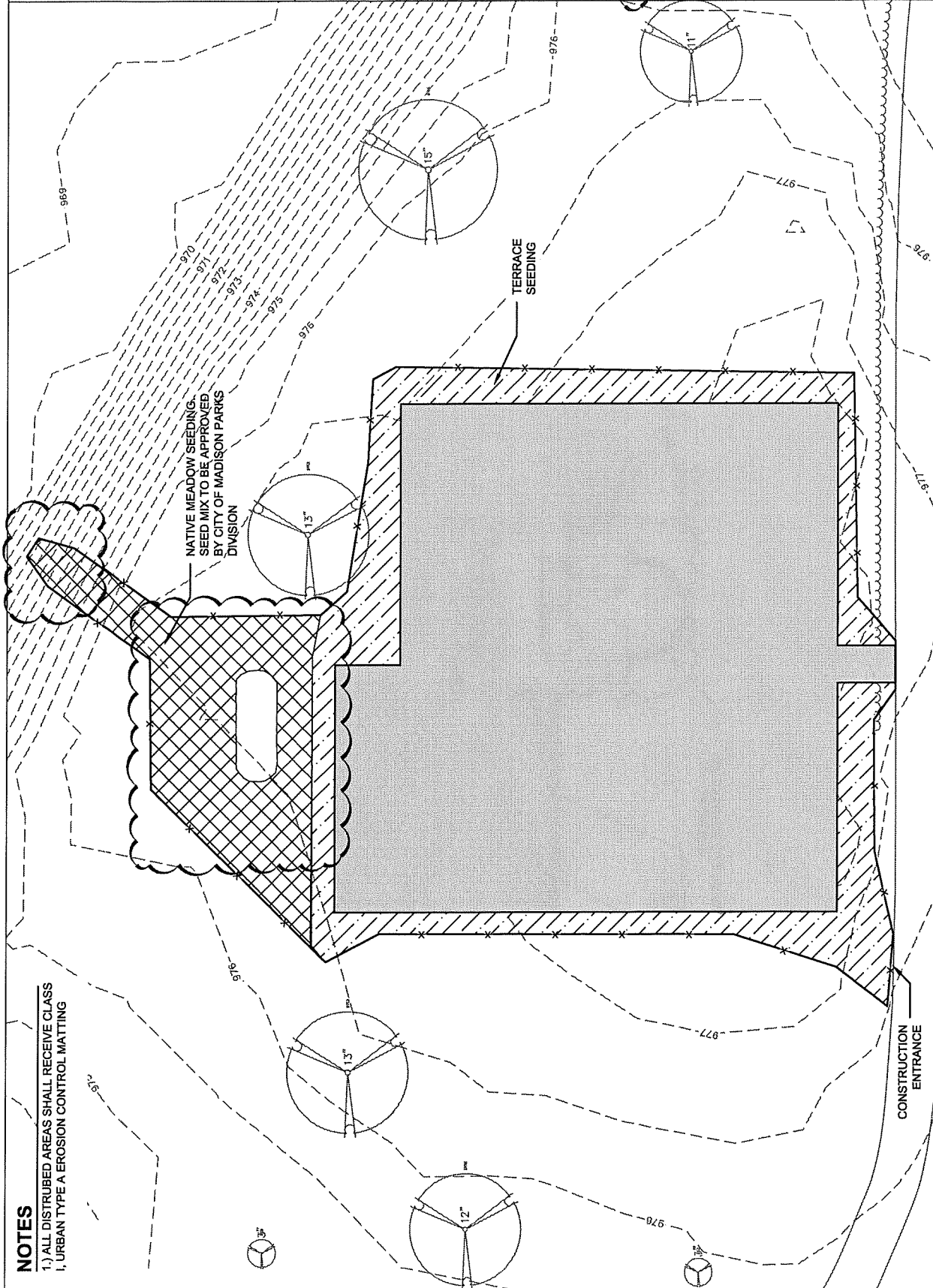
PUBLIC WORKS PROJECT #: 9959

SHEET TITLE:

SITE RESTORATION  
 PLAN

SHEET NUMBER:

C2.4



**NOTES**

- 1.) ALL DISTRIBUTED AREAS SHALL RECEIVE CLASS I, URBAN TYPE A EROSION CONTROL MATTING

City of Madison  
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 Madison, WI 53715

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**MADISON  
 PARKS**

PROJECT:  
 COUNTRY GROVE  
 PARK SHELTER

PROJECT ADDRESS:  
 7353 EAST PASS  
 MADISON, WI

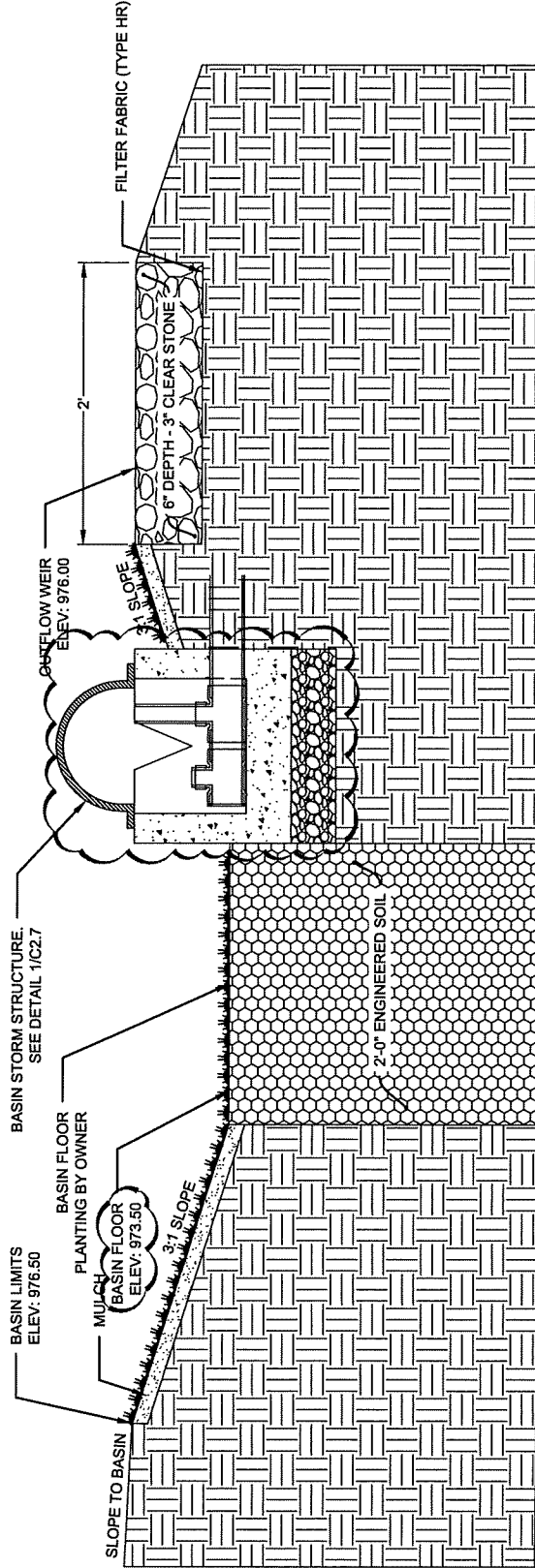
Although every effort has been made in preparing these drawings, the City of Madison, its employees, contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM NO. 01  
 ADDITIONAL 01  
 DATE 03.12.2024

PUBLIC WORKS PROJECT #: 9359

SHEET TITLE:  
 COURT BASIN DETAIL

SHEET NUMBER:  
 C2.6



NOTE:  
 ENGINEERED SOIL - SEE STANDARD SPECIFICATIONS  
 70-85% PRE WASHED COURSE SAND  
 15-30% COMPOST PER SPECIAL PROVISIONS

1 BIO-RETENTION BASIN X-SEC (TYP)  
 NTS

City of Madison  
 Department of Public Works  
 PARKS DIVISION  
 330 E. Lakeside St.  
 Madison, WI 53715

*play*  
**MADISON  
 PARKS**

PROJECT:

COUNTRY GROVE  
 PARK SHELTER

PROJECT ADDRESS:

7353 EAST PASS  
 MADISON, WI

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor shall be responsible for the interpretation and dimensions of their trade and be responsible for the same.

ITEM	DATE
NO. 50	12/02/2024
DESCRIPTION	REVISION

PUBLIC WORKS PROJECT #:

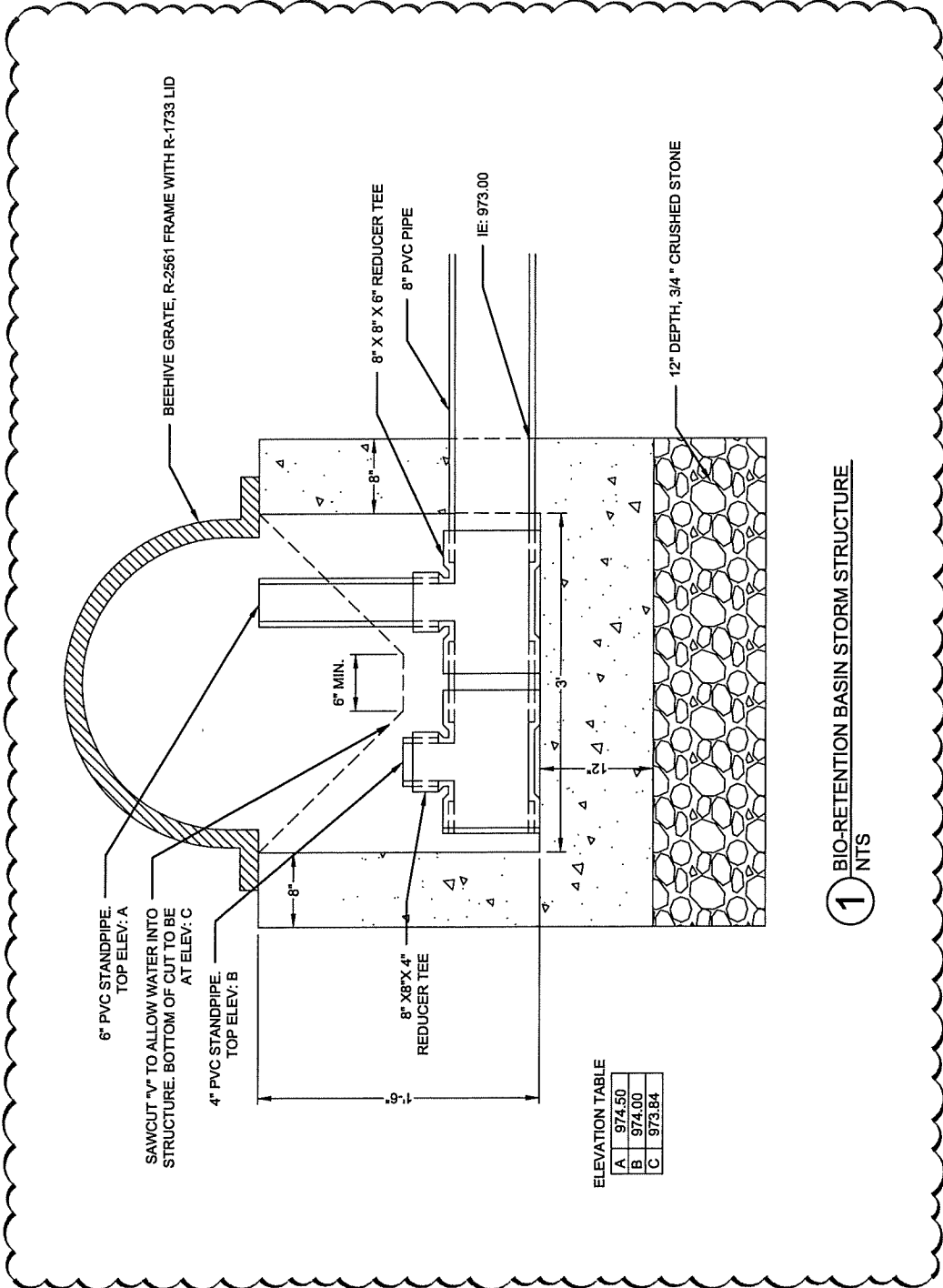
99359

SHEET TITLE:

COURT BASIN  
 STRUCTURE

SHEET NUMBER:

C2.7

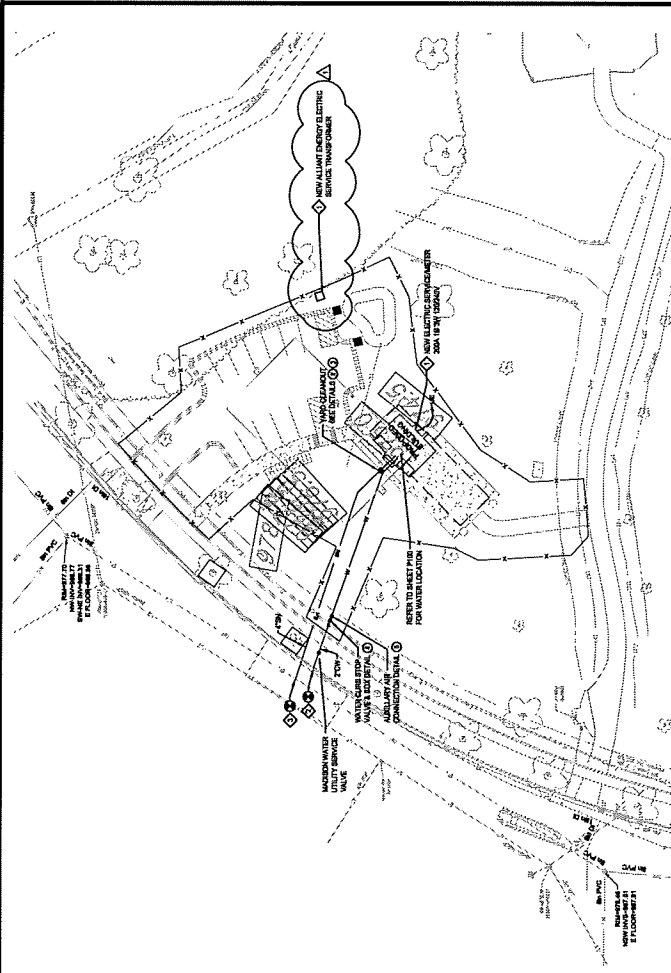


ELEVATION TABLE

A	974.50
B	974.00
C	973.84

**1** BIO-RETENTION BASIN STORM STRUCTURE  
 NTS



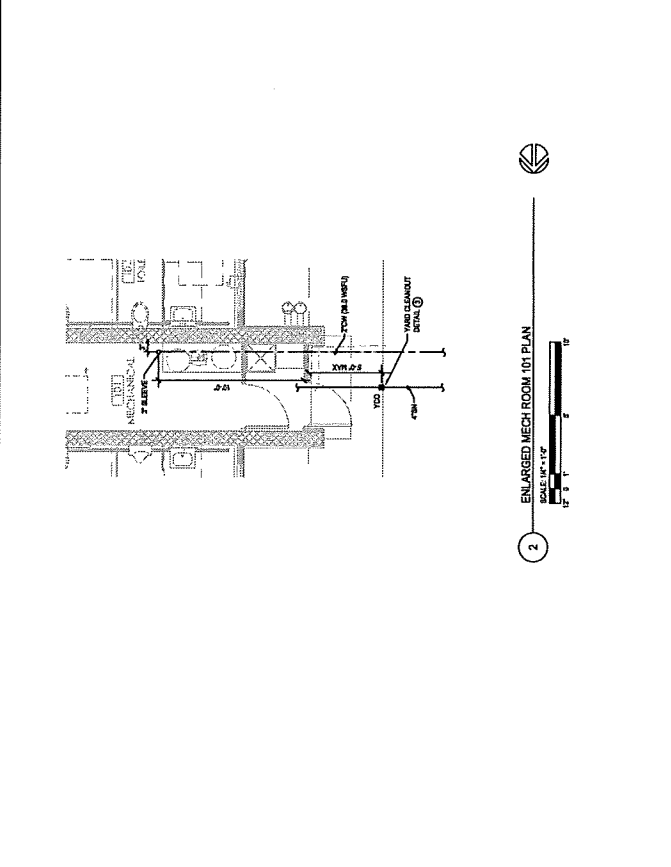


**1 SITE UTILITY PLAN**  
SCALE: 1" = 20'

**SYMBOLS LIST**

SYMBOL	DESCRIPTION
---	EXISTING SANITARY SEWER
---	EXISTING WATER SERVICE
---	EXISTING FRESH WATER
---	EXISTING ELECTRICAL SERVICE
---	WATER SERVICE
---	NEW ELECTRICAL SERVICE
---	NEW ELECTRICAL SERVICE
---	NEW CONNECTION TO EXISTING

- GENERAL NOTES:**
1. ALL UTILITIES SHALL BE SHOWN WITH CORRECT DEPTHS AS COMPARED WITH THE CITY OF MADISON AND NEIGHBORING TOWNS.
  2. WATER SERVICE SHALL BE BURIED TO A DEPTH OF FEET. THE CHIMNEY SHALL BE MAINTAINED AT THE TOP OF WATER MAIN OR SERVICE.
  3. MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN ALL UTILITIES. PROVIDE AN 8 FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN SERVICES OVER WATER MAIN.
  4. ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITIONS AT THE CONTRACTOR'S EXPENSE.
  5. ALL UNDERGROUND EXISTING NON-METALLIC SEWERS AND WATER SERVICES MUST BE PROVIDED WITH THICKNESS OR PROTECTION AS SPECIFIED IN THE CITY OF MADISON WITH REFERENCE TO STATE STATUTES.
  6. CONTRACTOR SHALL VERIFY MATERIAL, SIZE, AND INVERT OF ALL EXISTING UTILITIES. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES WITH REFERENCE TO STATE STATUTES.
  7. CONTRACTOR SHALL VERIFY MATERIAL, SIZE, AND INVERT OF ALL NEW ELECTRICAL SERVICE INSTALLATION WITH REFERENCE TO STATE STATUTES. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES.
  8. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.
  9. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.
  10. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.



**2 ENLARGED MECH ROOM (01) PLAN**  
SCALE: 1" = 12'

**SYMBOLS LIST**

SYMBOL	DESCRIPTION
---	EXISTING SANITARY SEWER
---	EXISTING WATER SERVICE
---	EXISTING FRESH WATER
---	EXISTING ELECTRICAL SERVICE
---	WATER SERVICE
---	NEW ELECTRICAL SERVICE
---	NEW ELECTRICAL SERVICE
---	NEW CONNECTION TO EXISTING

- GENERAL NOTES:**
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  8. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.
  9. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.
  10. CONTRACTOR SHALL VERIFY ALL NEW SERVICE FEES WITH THE CITY OF MADISON.



**3 YARD CLEANOUT DETAIL**  
NO SCALE



**4 WATER CURB STOP VALVE & BOX**  
NO SCALE



**5 AUXILIARY AIR CONNECTION DETAIL**  
NO SCALE

**NOTE:** SIZE OF CURB STOP VALVE, WATER CURB AND DRAIN IMPROVED & BUILT BY CITY OF MADISON TYP. TO AIR SERIES BY A. J. MCCONNELL MFG COMPANY.



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MADISON, WI 53719  
761.836.8197  
www.destree.com

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Professional Engineers, Inc.  
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Madison, WI 53706  
608.261.3000  
www.henneeman.com  
JOB NO. 23-10118

COUNTRY GROVE  
PARK SHELTER  
7353 EAST PASS  
MADISON, WI 53719  
CONTRACT #9359 / MUNIS #13937

ISSUANCES:

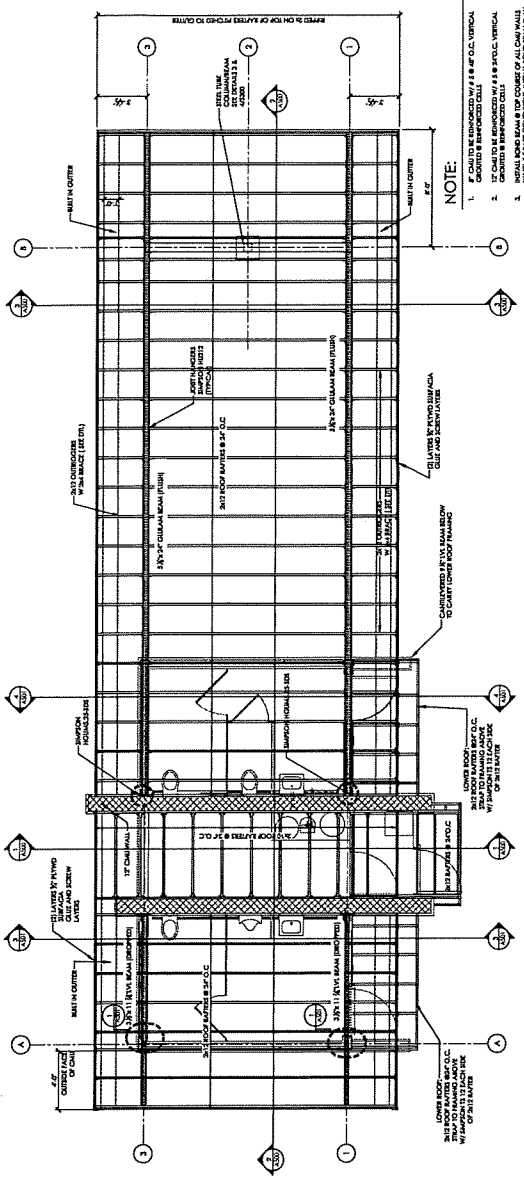
02/11/24 - BID SET  
02/12/24 - ADDENDUM #1

SHEET NAME  
FOUNDATION & FRAMING  
PLANS & DETAILS

SHEET NUMBER

S100

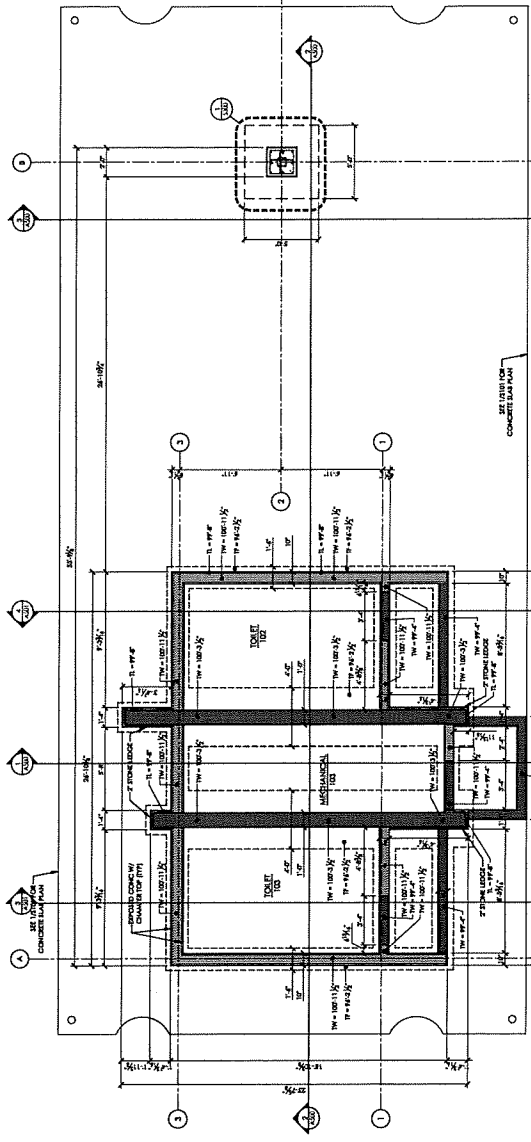
DESTREE ENGINEERING ARCHITECTS, INC.



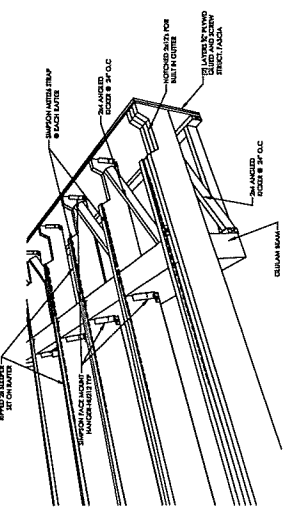
NOTE:

1. ALL COLUMN RAFTERS SHALL BE 8 #5 VERTICAL BARS & 2 #4 HORIZONTAL BARS
2. ALL CHIMES REINFORCED WITH 8 #5 VERTICAL BARS & 2 #4 HORIZONTAL BARS
3. SMALL RAFTERS FOR CORNER OF ALL CHIMES WILL BE 1 1/2 INCH CONCRETE WITH ALL CORNERS REINFORCED WITH 8 #5 BARS

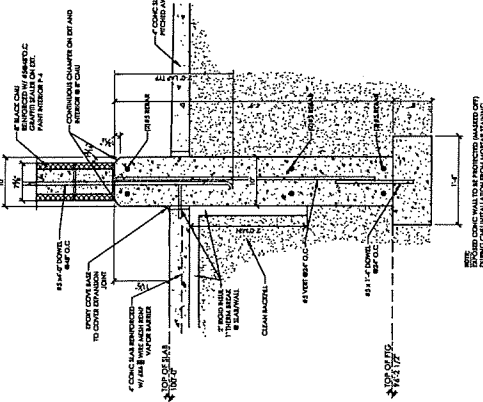
2 ROOF FRAMING PLAN  
1/4" = 1'-0"



1 FOUNDATION PLAN  
1/4" = 1'-0"



4 BUILT-IN GUTTER DETAIL  
3/8" = 1'-0"



3 FOUNDATION DETAIL  
3/8" = 1'-0"

**SECTION 26 00 00  
ELECTRICAL**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Work Included: Provide complete electrical service and distribution system with equipment and materials where shown on the Drawings, as specified herein, and as needed for a complete and proper installation including, but not necessarily limited to:
1. Underground Electric Service (200-amp, 1-phase, 120/240 volt), service disconnect -meter cabinet with service ground, distribution panel with main circuit breaker, SPD device and branch circuit breakers;
  2. Branch circuit wiring, for lighting, receptacles, motors and equipment;
  3. Lighting fixtures;
  4. Wiring system for equipment and controls provided under other Sections of these Specifications including General Construction, Plumbing and HVAC trades;
  5. Lighting Control System;
  6. Power to new site lighting and new lighting and receptacles at existing shelter.
  7. Power to door operators and electric hand dryers by others.
  8. Hangers, anchor sleeves, chase supports for fixtures, and other electrical materials and equipment;
  9. Demolition and deactivation of electrical systems in existing facilities as noted on Site Drawings.
  10. Other items and services required to complete the electrical systems.
- B. Related Work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications;
  2. Equipment structural supports, etc.;
  3. All line voltage control wiring and starter interlocks, where specified;
  4. Final equipment electrical connections.
- C. Work of Other Sections:
1. Low-voltage (less than 100 volts) controls for General Construction, Plumbing, and HVAC trades.

**1.02 GENERAL PROVISIONS**

- A. Everything essential for the completion of the work implied to be covered by these Specifications to make the system ready for normal and proper operation must be furnished and installed by this Contractor. Accordingly, any omission from either the plans or the Specifications, or both, of details necessary for the proper installation and operation of the system shall not relieve this Contractor from furnishing such detail in full and proper manner.
- B. In addition to the electrical plans, see General Plans of the building, as all electrical work appearing on the latter plans will be part of this contract unless especially specified to be done by other contractors, as well as, the said work detailed on the electrical plans.

**1.03 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. Reference Standard:           The following standards are imposed, as applicable to the work: 11
- |      |   |
|------|---|
| ASTM | American Society of Testing and Materials     |
| NEC  | National Electrical Code                      |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association          |

- A. UL Underwriters laboratories

**1.04 CODES AND PERMITS**

- A. The Contractor must comply with national, State of Wisconsin and City of Madison building and electrical codes and other ordinances in force where the building is located as far as same apply to his work.
1. IBC 2015
  2. IEBC 2015
  3. NEC 2014
  4. Wisconsin Electrical Code SPS Sections
- B. He must secure permits from proper offices and pay fees as may be necessary for fulfilling the requirements of these sections.
- C. One (1) copy of all permits must be furnished to the Owner.
- D. Electric Service Fee: The owner shall secure and pay all fees for new electrical service from electric utility.
- E. Electrical contractor shall provide temporary power service and lighting. See also specification 01 50 00 1.4D & 1.4E

**1.05 COORDINATION**

- A. Cooperate and coordinate with other trades to assure that all systems in the electrical work may be installed in the best arrangement. Coordinate as required with all other trades to share space in common areas and to provide the maximum of access to each system.
- B. Arrange electrical work in neat, well-organized manner with piping and similar running parallel with primary lines of building construction.
- C. Locate operating and control equipment properly to provide easy access and install entire electrical systems with adequate access for operation and maintenance.
- D. Give right-of-way to piping which must slope for drainage.

**1.06 ELECTRICAL PROVISIONS OF THE MECHANICAL WORK**

- A. Line Voltage Wiring: The Electrical Contractor shall make all line voltage (100 volts and greater) electrical wiring, final connections and motor wiring for Mechanical equipment.
- B. Control Wiring: Low-voltage (less than 100 volts) control wiring in conjunction with Mechanical work shall be by the Mechanical Contractor in strict accordance with the applicable sections of the Electrical Specification.
- C. Motors, Starters, and Disconnects: All motors starter and disconnects shall be provided by the Electrical Contractor, unless provided with the equipment or indicated otherwise.
1. Mechanical Contractors shall furnish list of and location of all Mechanical equipment and requirements for electrical connections, along with wiring diagrams.

**1.07 FLOOR, WALL, ROOF AND CEILING OPENINGS.**

- A. The General Contractor will be required to leave openings in new construction ceiling, floors, walls, roof, partitions, etc., as required to install the Electrical work specified or shown on the Drawings. The Electrical Contractor is responsible for correct size and location of openings.
- B. Provisions for openings, holes and clearances through new construction walls, floors, ceilings and partitions are to be made in advance of construction of such parts of the building.
- C. The Electrical Contractor shall set sleeves and anchors for all equipment, etc., and shall provide watertight seals on pipes through exterior walls, floors and roof locations, and where noted on the Drawings.

**1.08 CUTTING AND PATCHING**

- A. General: Refer to Division 1 General Requirements.
- B. Perform all cutting and patching required for complete installation of the Electrical systems, Unless specifically noted otherwise. Provide all materials required for patching unless otherwise noted.
1. All cutting and patching necessary of structural members to install any Electrical work shall not be done without permission, and then only carefully done under the direction of the Architect and General Contractor.

**1.09 TRENCHING AND BACKFILLING**

- A. Comply with pertinent provisions of Division 1.
- B. Perform trenching and backfilling associated with the work of this Section and in strict accordance with the provisions of Division 2 of the Specifications.

**1.10 SUBMITTALS**

- A. Comply with pertinent provisions of Division 1.
- B. Shop Drawing Submittals: Submit six (6) copies of shop drawings to the Architect for approval with complete detail for all equipment, materials, etc., to be furnished and installed for this project follows:
  - 1. Electric Service Equipment;
  - 2. Distribution Panelboards;
  - 3. Starters and Disconnects;
  - 4. Light Fixtures;
  - 5. Electrical Devices.
  - 6. Lighting
- C. Shop Drawings:
  - 1. The Electrical Contractor will be held responsible for correction of work deemed necessary by the Engineer due to proceeding with the electrical work without approved shop drawings that have the Architect/Engineers final approval.
  - 2. Shop drawings shall include data on physical dimensions, gauges, materials of construction and capacities. Incomplete drawings will be disapproved.
  - 3. This Contractor will be responsible for all figures, quantities and dimensions shown on the shop drawings.
  - 4. Approval of shop drawings describing equipment that cannot fit in the space allotted does not relieve this Contractor from responsibility of resubmitting equipment that will meet the space requirements.
- D. As-built Drawings: Record installation as-built on a set of blue line prints during construction. Plan shall represent actual locations, materials and circuiting of equipment installed.

**1.11 PRODUCT HANDLING**

- A. Comply with pertinent provisions of Division 1.

**1.12 WARRANTY**

- A. In addition to standard one year warranty on all labor and materials, provide an additional warranty on ballasts for all new fluorescent and HID lighting fixtures as specified.

**1.13 HOUSEKEEPING AND CLEAN-UP**

- A. Periodically as work progresses and/or as directed by the Architect, the Contractor shall remove waste materials from the building and leave the area of the workroom clean. Upon completion of work remove all tools, scaffolding, broken and waste materials, etc., from the site.

**1.13 HOUSEKEEPING AND CLEAN-UP**

- B. This Contractor shall provide temporary lighting and power as required throughout the construction period.
- C. Arrange for temporary electrical utility with local electrical utility. Electrical Contractor shall pay all temporary electrical service and usage fees.

**PART 2 – PRODUCTS**

**2.01 GENERAL**

- A. Provide only materials that are new, of the type and quality specified. Where Underwriters' Laboratories, Inc. has established standards for such materials, provide only materials bearing the UL label.

## 2.02 SERVICE ENTRANCES AND METERING

- A. New Service: New Service is by the City. Alliant Energy contact Krystal McDermott, 608-852-2311, KrystalMcDermott@alliantenergy.com. Provide new underground 200A, 120/240 volt, 1-phase, 3-wire electric service from pad-mounted transformer as required by the local electric utility (Alliant Energy) and as shown on the Drawings.
- B. Metering: Provide combination service disconnect with ground and metering socket cabinet for exterior mounting and related metering equipment per local electrical utility requirements(Alliant Energy).

Utility approved metering equipment: Milbank U5784-O-200-5T-CB 10

- C. Main Switches: Provide a 200-amp main circuit breakers in the service metering cabinet with current limiting capabilities to meet utility AIC requirements.
- D. Service Distribution Panel (Panel 'A'):
  - 1. Provide 200-amp, 1-phase main distribution panel as indicated on plans complete with 200-amp main circuit breaker, 10,000 AIC branch circuit breakers, NEMA 1 enclosure, main service ground and solid neutral buss lugs and other components required for a complete installation.
  - 2. SPD service device as specified herein and scheduled on Drawings.

## 2.03 SURGE PROTECTIVE DEVICES

- A. The surge protective device (SPD) shall be designated a location Type 2 device intended for installation on the load side of the service equipment overcurrent device, including SPDs located at the branch panel. The SPD shall be Listed in accordance with UL 1449.
- B. The SPD shall be made up of metal oxide varistors (MOV's), or a combination of MOV's with selenium cells or silicon avalanche diodes, ensuring that all of the performance requirements are met. Gas tubes shall not be used.
- C. The SPD shall have a maximum continuous operating voltage (MCOV) rating not less than 115% of nominal voltage of the system it is protecting.
  - 1. MCOV = 150 volt. 36
- D. Protection Modes: The SPD shall have line to neutral (L-N), line to ground (L-G), line to line (L-L) and neutral to ground (N-G) protection modes for grounded wye configured systems. For a delta configured system, the device shall have line to line (L-L) and line to ground (L-G) protection modes.
- E. Voltage Protection Rating (VPR): The UL 1449 Voltage Protection Rating (VPR) for the device shall not exceed the following:
  - 1. Surge current per phase rating: 80kA
  - 2. 240/120 volt applications: 900V L-N, 1200V L-G, 700V N-G, 1500 L-L
- F. Nominal Discharge Current (In): The SPD shall have a UL 1449 Nominal Discharge Current Rating (In) of not less than 20kA.
- G. Short Circuit Current Rating (SCCR): The SPD shall have a UL 1449 Short Circuit Current Rating (SCCR) of not less than 200kA.3

## 2.04 GROUNDING SYSTEM

### PART 3 – EXECUTION

#### 3.01 INSTALLATION

- A. Mount motors on a rigid base designed to accept a motor, using metal shims as required under each mounting foot to obtain a secure installation.
- B. Inspect and align each motor when direct coupled to the driven device. Alignment shall be within HVAC equipment manufacturer's limits.
- C. Perform dynamic balancing and test motors for vibration after manufacture. Self-excited vibration velocity of motors shall not exceed 0.157/0.06 inches per second at bearing caps.

- D. Inspect and align each motor when flexible coupled to the driven device. Use a dial indicator to check angular misalignment of the two shafts. Adjust the motor position as required so that the angular misalignment of the shafts does not exceed 0.002" per inch diameter of the coupling hub or the HVAC equipment manufacturer's limits, whichever is more stringent. Use a dial indicator to check the shaft for run-out to assure concentricity of the shafts. Adjust as required so that run-out does not exceed 0.002" per inch diameter of the coupling hub or the HVAC equipment manufacturer's limits, whichever is more stringent.
- E. Inspect and align each motor when connected to the driven device by means of a belt drive. Mount motor sheaves on the appropriate shafts as recommended by the equipment and motor manufacturers. Use a straight edge to check alignment of the sheaves. Reposition the sheaves as required to obtain the proper alignment. After the sheaves are aligned, adjust the motor base as required so that the belt(s) can be added and then tighten the motor base so that the belt tension is in accordance with the drive manufacturers recommendations. Frequently check the belt tension during the first 24 hours of operation and again after 80 hours of operation for proper belt tension. Adjust belt tension as required.

**3.02 START-UP**

- A. Test start each motor to verify proper rotation prior to operating system.
- B. Lubricate all motors as recommended by motor manufacturer. Record lubrication material used and frequency of use. Include this lubrication log in the Operation and Maintenance manuals.

END OF SECTION

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SECTION 32 33 00  
SITE FURNISHINGS

**PART 1 – GENERAL**

**1.1 SECTION REQUIREMENTS**

- A. Submittals: Product Data, shop drawings showing installation and color Samples.
- B. Maintenance Data: Include recommended methods for repairing damage to the powder coat finish.
- C. Store bicycle parking racks in original undamaged packages and containers until ready for installation.
- D. Handle powder coated bicycle parking racks with sufficient care to prevent any scratches or damage to the finish.

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M, hot-dip galvanized.
- B. Steel Pipe: ASTM A 53/A 53M or ASTM A 13, hot-dip galvanized.
- C. Steel Tubing: ASTM A 500 0, hot-dip galvanized.
- D. Steel Finish: Powder coat, color as selected by City Parks Staff from full line of manufacturer's standard colors.

**2.2 SITE FURNISHINGS**

- A. Bicycle Racks:
  - 1. Basis of Design: Graber Madrax UX238-LB-IG(SF) Bike Rack with Lean Bar, 2 Bike
  - 2. Bicycle Rack Construction: Steel galvanized steel tubing
  - 3. Style: Double-side parking
  - 4. Installation Method: Surface mount on concrete slab, anchor with 1/2" stainless steel expansion anchors with 3" embedment.

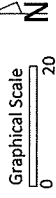
**PART 3 – EXECUTION**

**3.1 INSTALLATION**

- A. Handle and install bicycle parking racks in accordance with manufacturer's recommendations and installation instructions.
- B. General: Anchor bicycle rack securely, positioned at locations and elevations indicated.

**END OF SECTION 32 33 00**

City of Madison  
Department of Public Works  
PARKS DIVISION  
330 E. Lakeside St.  
Madison, WI 53725



PROJECT:  
COUNTRY GROVE  
PARK SHELTER

PROJECT ADDRESS:  
7353 EAST PASS  
MADISON, WI

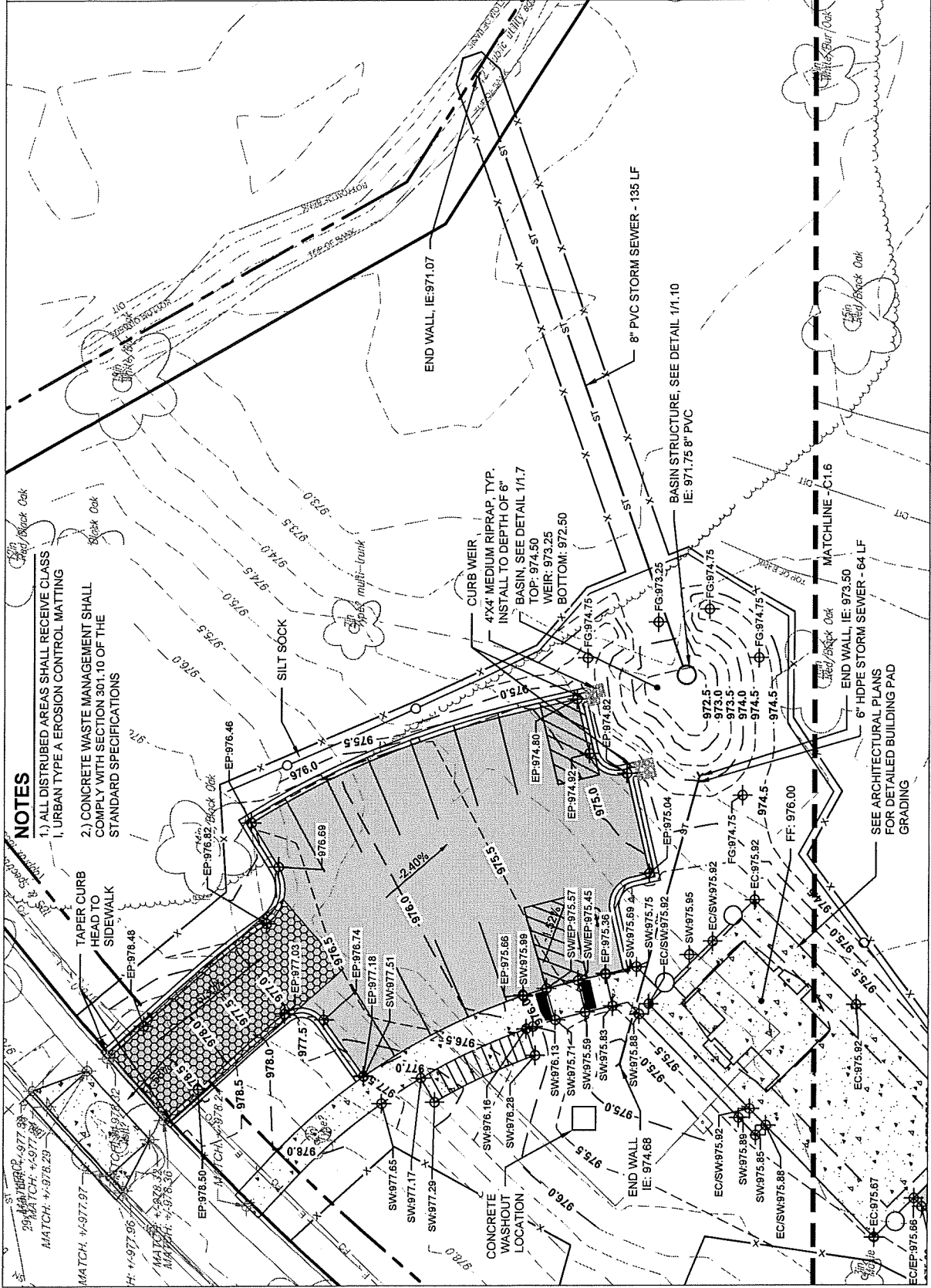
Although every effort has been made to prepare these plans and checking them for accuracy, the contractor and subcontractor must check all details and dimensions of the work and be responsible for the same.

ITEM	DATE
BID SET	03-01-2024

PUBLIC WORKS PROJECT #:  
9359

SHEET TITLE:  
GRADING AND  
EROSION CONTROL  
PLAN

SHEET NUMBER:  
C1.5



**NOTES**

- 1.) ALL DISTRIBUTED AREAS SHALL RECEIVE CLASS I, URBAN TYPE A EROSION CONTROL MATTING
- 2.) CONCRETE WASTE MANAGEMENT SHALL COMPLY WITH SECTION 301.10 OF THE STANDARD SPECIFICATIONS

SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING PAD GRADING

02191MTC

City of Madison  
Department of Public Works  
PARKS DIVISION  
330 E. Lakeside St.  
Madison, WI 53715

play  
MADISON  
PARKS



PROJECT:  
COUNTRY GROVE  
PARK SHELTER

PROJECT ADDRESS:  
7353 EAST PASS  
MADISON, WI

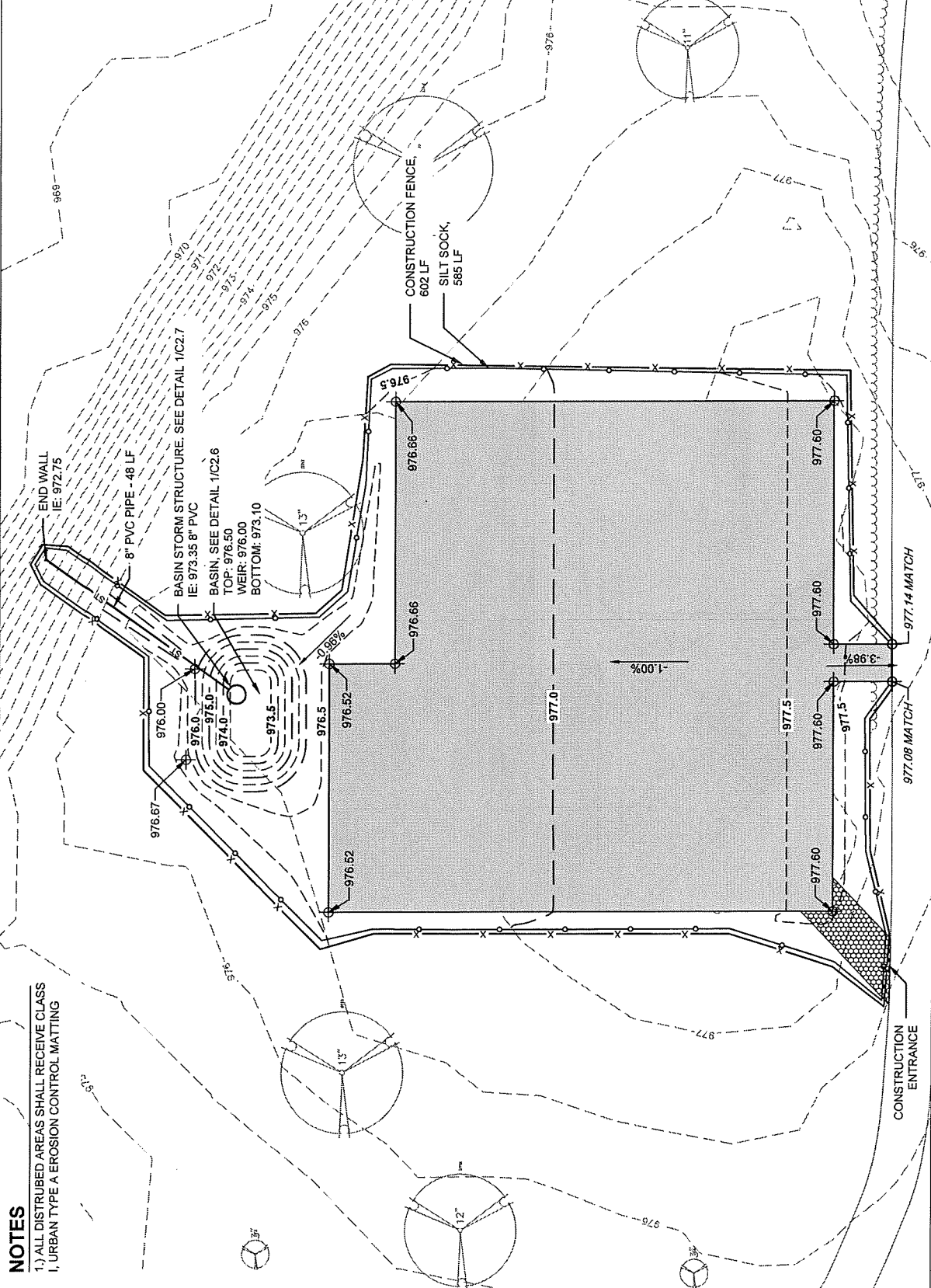
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ITEM	DATE
BID SET	02.03.2024

PUBLIC WORKS PROJECT #:  
9359

SHEET TITLE  
GRADING AND  
EROSION CONTROL  
PLAN

SHEET NUMBER  
C2.3

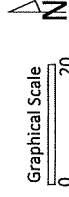


**NOTES**  
 1.) ALL DISTURBED AREAS SHALL RECEIVE CLASS I, URBAN TYPE A EROSION CONTROL MATTING

ORIGINAL

City of Madison  
Department of Public Works  
PARKS DIVISION  
330 E. Lakeside St.  
Madison, WI 53715

play  
MADISON  
PARKS



PROJECT:

COUNTRY GROVE  
PARK SHELTER

PROJECT ADDRESS:

7353 EAST PASS  
MADISON, WI

Although every effort has been made in preparing  
contractor and subcontractors must check all details  
and dimensions at their trade and be responsible for  
the same.

ITEM: \_\_\_\_\_ DATE: 02/20/2024  
SUBSET: \_\_\_\_\_

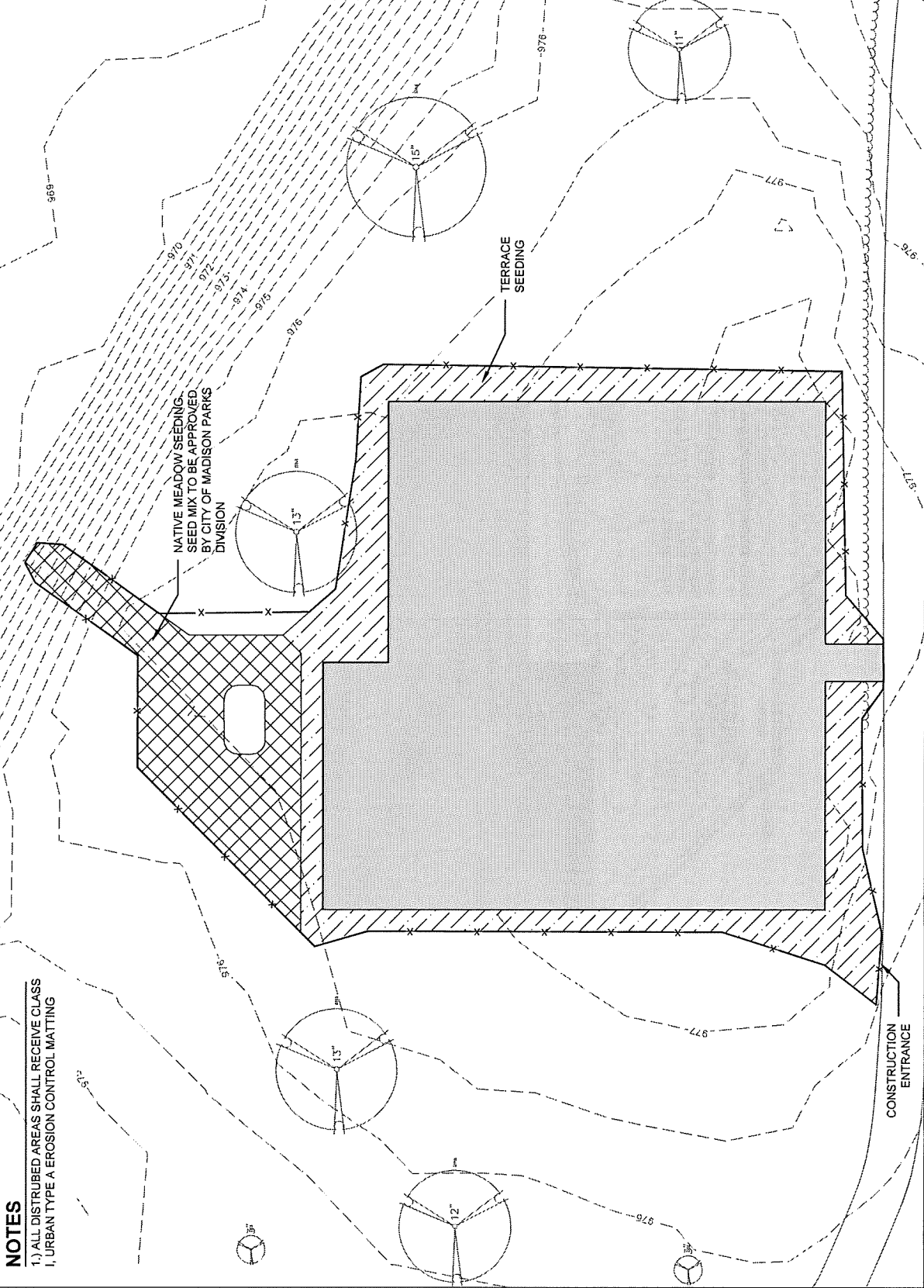
PUBLIC WORKS PROJECT #: 9359

SHEET TITLE:

SITE RESTORATION  
PLAN

SHEET NUMBER:

C2.4



**NOTES**  
1.) ALL DISTRIBUTED AREAS SHALL RECEIVE CLASS I, URBAN TYPE A EROSION CONTROL MATTING

City of Madison  
 Department of Public Works  
 PARKS DIVISION  
 330 E. Lakeside St.  
 Madison, WI 53715

**play**  
**MADISON**  
**PARKS**



PROJECT:

COUNTRY GROVE  
 PARK SHELTER

PROJECT ADDRESS:

7353 EAST PASS  
 MADISON, WI

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor shall be responsible for the interpretation and dimensions of their trades and be responsible for the same.

ITEM  
 BID SET

DATE  
 02-20-2024

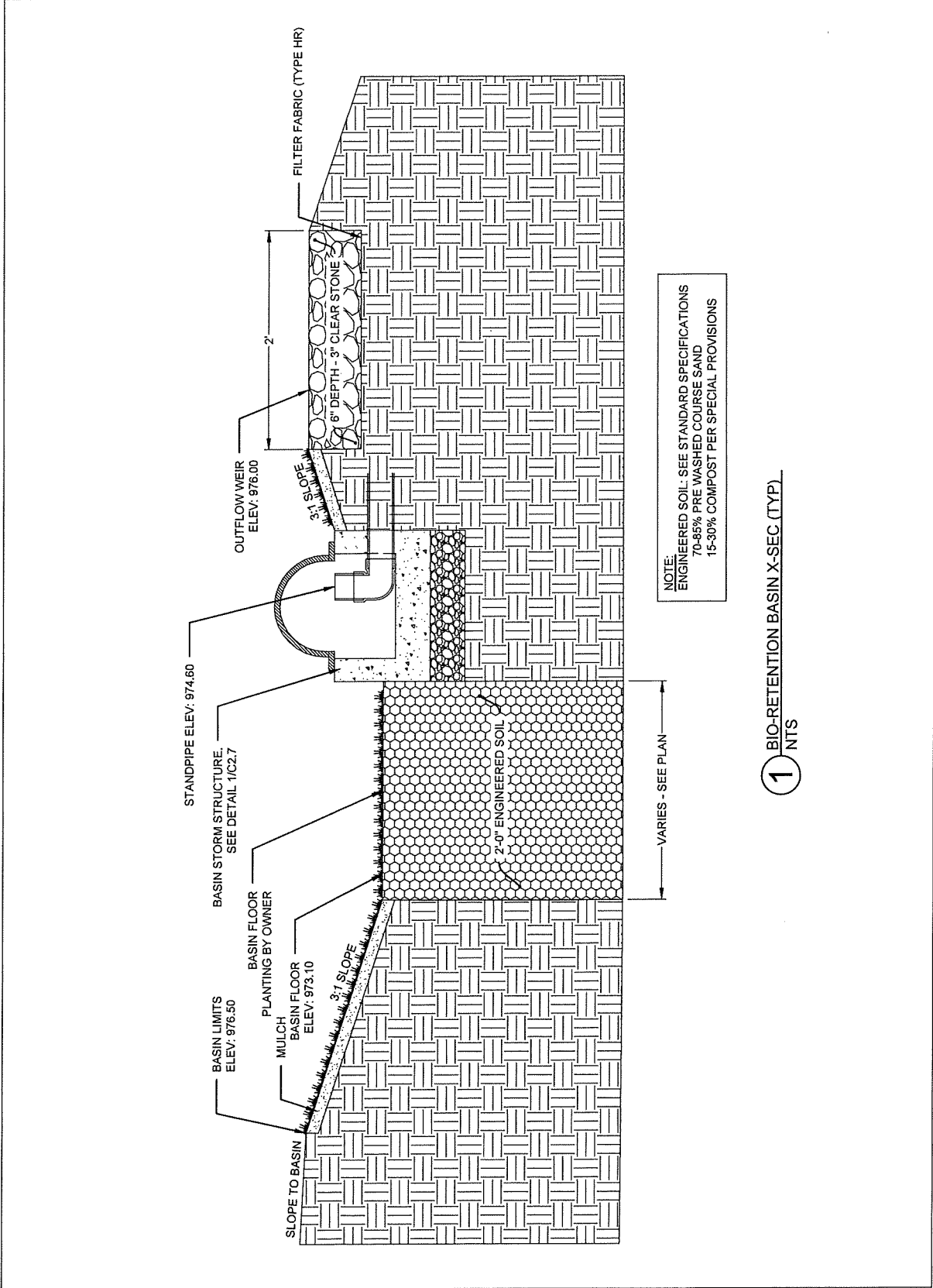
PUBLIC WORKS PROJECT #:  
 9359

SHEET TITLE:

COURT BASIN DETAIL

SHEET NUMBER:

C2.6



NOTE:  
 ENGINEERED SOIL: SEE STANDARD SPECIFICATIONS  
 70-85% PRE WASHED COURSE SAND  
 15-30% COMPOST PER SPECIAL PROVISIONS

1 BIO-RETENTION BASIN X-SEC. (TYP)  
 NTS

072161NR

City of Madison  
Department of Public Works  
PARKS DIVISION  
330 E. Lakeside St.  
Madison, WI 53715

play  
MADISON  
PARKS



PROJECT:  
COUNTRY GROVE  
PARK SHELTER

PROJECT ADDRESS:  
7353 EAST PASS  
MADISON, WI

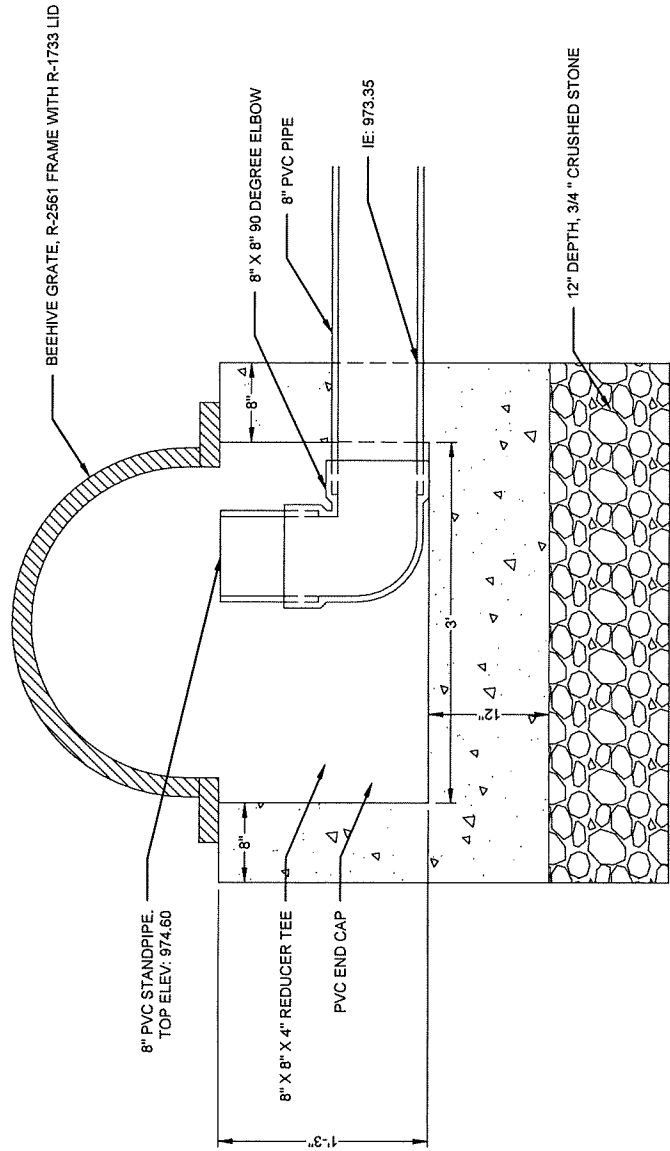
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ITEM	DATE
SUBSET	02/21/2024

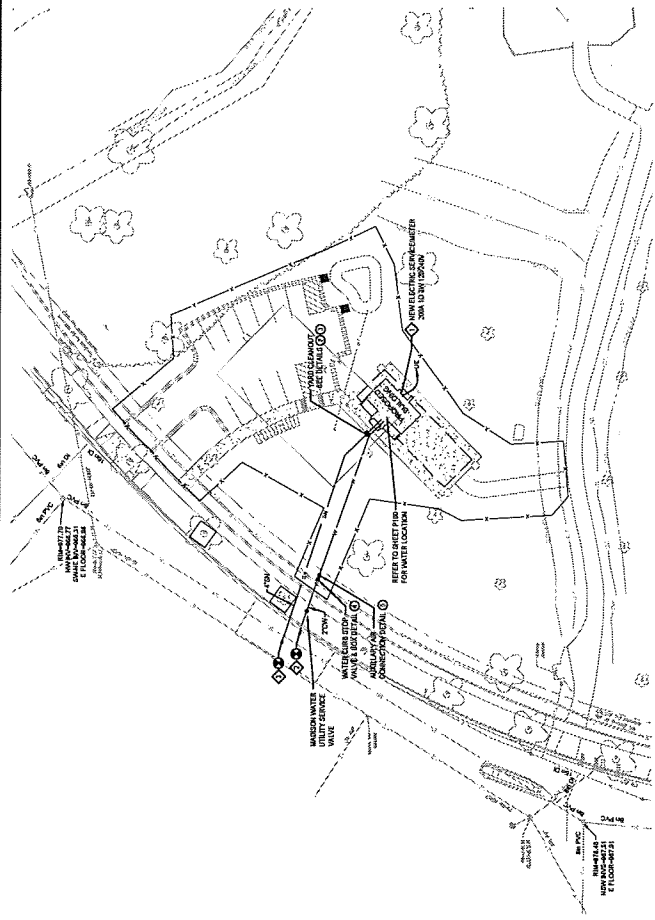
PUBLIC WORKS PROJECT #:  
9359

SHEET TITLE:  
COURT BASIN  
STRUCTURE

SHEET NUMBER:  
C2.7



1 BIO-RETENTION BASIN STORM STRUCTURE  
NTS



1. ALL SANITARY SERVICE AND WATER MAIN CONSTRUCTION SHALL BE PERFORMED BY THE CITY OF MADISON AND IN ACCORDANCE WITH THE CITY OF MADISON AND MADISON DOPS STANDARDS.

2. WATER SERVICE SHALL BE BURIED TO A DEPTH OF 4 FEET. THE WATER SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MADISON AND MADISON DOPS STANDARDS. WATER SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MADISON AND MADISON DOPS STANDARDS.

3. MAINTAIN AN 8" FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SERVICE, WATER MAIN AND GAS SERVICE. MAINTAIN AN 8" FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SERVICE, WATER MAIN AND GAS SERVICE. MAINTAIN AN 8" FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SERVICE, WATER MAIN AND GAS SERVICE. MAINTAIN AN 8" FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SERVICE, WATER MAIN AND GAS SERVICE.

4. ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY OF MADISON AND MADISON DOPS. CONTACT CITY ENGINEERING FOR FURTHER DETAILS.

5. ALL UNDERGROUND EXTERIOR NON-METALLIC SERVICES AND WATER SERVICES MUST BE PROVIDED WITH TRACK WARE OR OTHER PROTECTIVE COVERING. INSTALLATION IN ACCORDANCE WITH THE CITY OF MADISON AND MADISON DOPS STANDARDS.

6. CONTRACTOR SHALL VERIFY MATERIAL, SIZE, AND QUALITY OF ALL UTILITIES BEFORE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY OF MADISON AND MADISON DOPS. CONTACT CITY ENGINEERING FOR FURTHER DETAILS.

7. COORDINATE NEW ELECTRICAL SERVICE INSTALLATION WITH MAJOR ELECTRICAL SERVICE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY OF MADISON AND MADISON DOPS. CONTACT CITY ENGINEERING FOR FURTHER DETAILS.

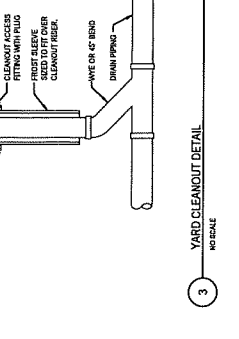
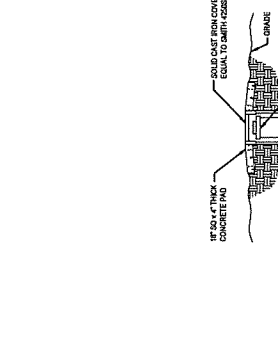
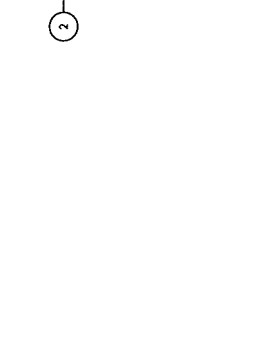
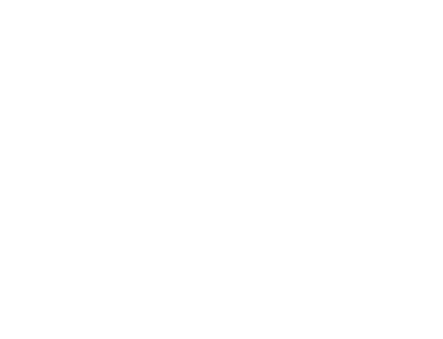
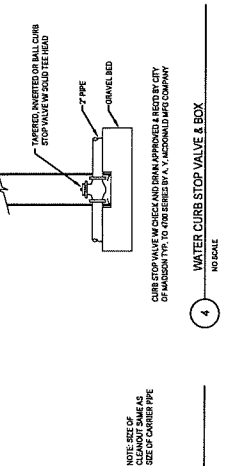
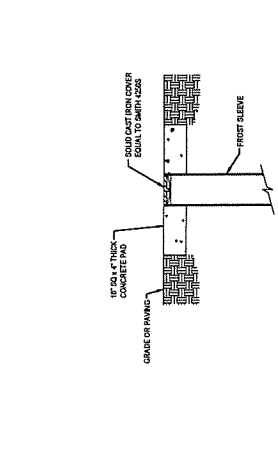
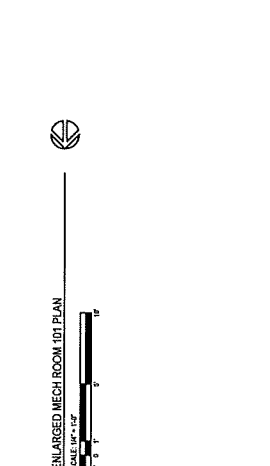
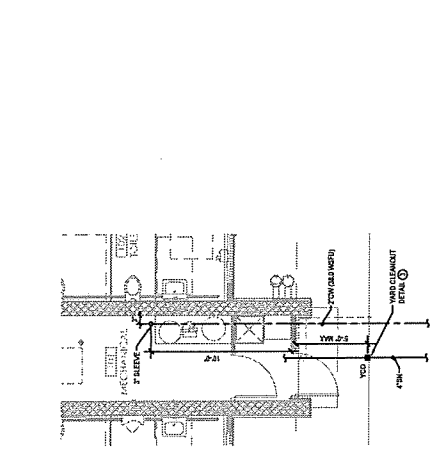
8. REFER TO SHEET P100 PLUMBING PLANS SHEET E100 ELECTRICAL PLANS FOR COORDINATION OF SERVICES TO THIS SHEET.

9. REFER TO SHEET P100 PLUMBING PLANS SHEET E100 ELECTRICAL PLANS FOR COORDINATION OF SERVICES TO THIS SHEET.

10. REFER TO SHEET P100 PLUMBING PLANS SHEET E100 ELECTRICAL PLANS FOR COORDINATION OF SERVICES TO THIS SHEET.

SYMBOLS LIST

SYMBOL	DESCRIPTION
(Symbol)	EXISTING SANITARY SERVICE
(Symbol)	EXISTING WATER MAIN
(Symbol)	EXISTING GAS SERVICE
(Symbol)	EXISTING ELECTRICAL SERVICE
(Symbol)	NEW SANITARY SERVICE
(Symbol)	NEW WATER MAIN
(Symbol)	NEW GAS SERVICE
(Symbol)	NEW ELECTRICAL SERVICE
(Symbol)	UNDERGROUND SANITARY SERVICE
(Symbol)	UNDERGROUND WATER MAIN
(Symbol)	UNDERGROUND GAS SERVICE
(Symbol)	NEW CONNECTION TO EXISTING







SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE Country Grove Park Shelter

CONTRACT NO. 9359

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 to the Contract Nos. 1 through 2 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of TRI-NORTH BUILDERS (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 FITCHBURG 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 (his or their) behalf; and that the said statements are true and correct.

Andrew Rice  
SIGNATURE

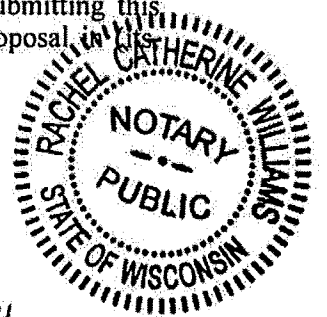
ESTIMATOR  
TITLE, IF ANY

Sworn and subscribed to before me this 21 day of MARCH, 2024.

Rachel Catherine Williams  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires April 10, 2026

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



## 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.

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

Country Grove Park Shelter

CONTRACT NO. 9359

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

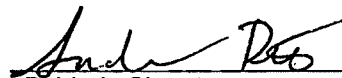
Company:	Tri-North Builders, Inc.
Address:	2625 Research Park Dr. Fitchburg, WI 53711
Telephone Number:	608-271-8717
Fax Number:	608-271-3354
Contact Person/Title:	Andy Rice / Sr. Estimator

Prime Bidder Certification

Name:	Andy Rice
Title:	Sr. Estimator
Company:	Tri-North Builders, Inc.

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

  
\_\_\_\_\_  
Witness' Signature

  
\_\_\_\_\_  
Bidder's Signature

3-21-24  
\_\_\_\_\_  
Date

**CONTRACT NO.**

**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
Burse Surveying	Staking / Erosion	2.00 %
Mobile Glass	Glass / Glazing	5 %
Subtotal SBE who are NOT suppliers:		57.00 %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount

Subtotal Contractors who are suppliers: \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)

Total Percentage of SBE Utilization: 7.00 %

**COUNTRY GROVE PARK SHELTER**

CONTRACT NO. 9359

DATE: 3/21/24

**Tri-North Builders, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90001 - Construction of Country Grove Park Shelter per drawings and specifications, excluding scope covered in item 90002 and 90003 - Lump Sum	1.00	\$955,500.00	\$955,500.00
90002 - Construction of all Country Grove Site Work per drawings and specifications, excluding scope covered in item 90001 and 90003 - Lump Sum	1.00	\$145,000.00	\$145,000.00
90003 - Construction of Country Grove Sports Courts per drawings and specifications, excluding scope covered in items 90001 and 90002. - Lump Sum	1.00	\$222,000.00	\$222,000.00
<b>3 Items</b>	<b>Totals</b>		<b>\$1,322,500.00</b>

## **SECTION G: BID BOND**

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

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

### **COUNTRY GROVE PARK SHELTER CONTRACT NO. 9359**

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

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

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



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

Seal PRINCIPAL

Tri-North Builders, Inc.

Name of Principal

*Andy Rice*

By

3/21/2024

Date

ANDY RICE - ESTIMATOR

Name and Title

Seal SURETY

Atlantic Specialty Insurance Company

Name of Surety

*B S R L*

By

3/21/2024

Date

Bradley S. Babcock, Attorney-in-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 9070604 for the year 2024, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

3/21/2024

Date

*B S R L*

Agent Signature

1533 Wisconsin Avenue

Address

Grafton, WI 53024

City, State and Zip Code

262-204-8448

Telephone Number

#### NOTE TO SURETY & PRINCIPAL

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

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



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley S. Babcock, Kimberly L. Babcock**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

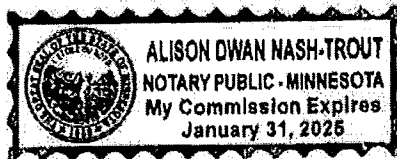
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.




By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of March, 2024



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

## SECTION H: AGREEMENT

THIS AGREEMENT made this 29th day of April in the year Two Thousand and Twenty-Four between TRI-NORTH BUILDERS, 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:

### COUNTRY GROVE PARK SHELTER CONTRACT NO. 9359

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION THREE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$1,322,500.00) 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.

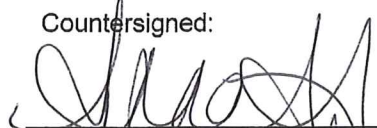
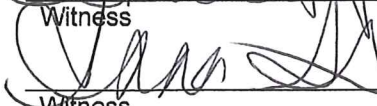
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

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.

**COUNTRY GROVE PARK SHELTER  
CONTRACT NO. 9359**

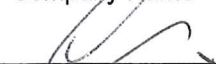

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

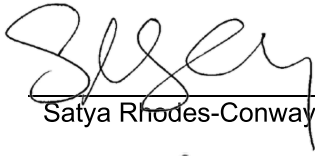
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness  
4/15/24  
Date  
4/15/24  
Date

**TRI-NORTH BUILDERS, INC.**

Company Name

  
\_\_\_\_\_  
President  
4/15/24  
Date  
  
\_\_\_\_\_  
Secretary  
4/15/24  
Date

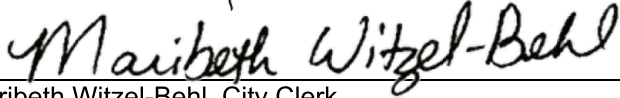
**CITY OF MADISON**



Satya Rhodes-Conway, Mayor

04/29/2024

Date



Maribeth Witzel-Behl, City Clerk

4/23/2024

Date

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



David P. Schmiedicke, Finance Director

4/26/2024

Date

Approved as to form:



Michael Haas, City Attorney

4/29/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00250, ID No. 82679, 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 **TRI-NORTH BUILDERS, INC.** as principal, and Atlantic Specialty Insurance Company Company of Plymouth, MN as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION THREE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$1,322,500.00)** 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.

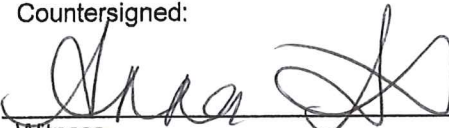
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**COUNTRY GROVE PARK SHELTER  
CONTRACT NO. 9359**

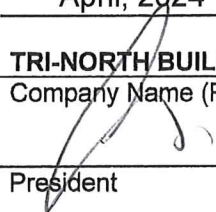
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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:

  
\_\_\_\_\_  
Witness

TRI-NORTH BUILDERS, INC.  
Company Name (Principal)

  
\_\_\_\_\_  
President Seal

Secretary



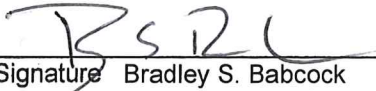
Atlantic Specialty Insurance Company

Surety Seal  
 Salary Employee  Commission

By   
\_\_\_\_\_  
Attorney-in-Fact Bradley S. Babcock

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9070604 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

  
\_\_\_\_\_  
Agent Signature Bradley S. Babcock

The foregoing Bond has been approved as to form:

4/29/2024

Date

*Michael Haas*

City Attorney



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley S. Babcock, Kimberly L. Babcock**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

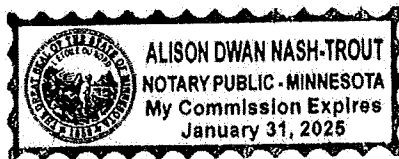
STATE OF MINNESOTA  
HENNEPIN COUNTY



By \_\_\_\_\_

*Sarah A. Kolar*  
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of April, 2024



*Kara L.B. Barrow*

Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025