



City of Madison

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

Legislation Details (With Text)

File #: 61396 **Version:** 1 **Name:** Awarding Public Works Contract No. 8850, Warner Beach Park Shelter
Type: Resolution **Status:** Passed
File created: 7/15/2020 **In control:** Engineering Division
On agenda: 8/4/2020 **Final action:** 8/4/2020
Enactment date: 8/7/2020 **Enactment #:** RES-20-00568
Title: Awarding Public Works Contract No. 8850, Warner Beach Park Shelter. (18th AD)
Sponsors: BOARD OF PUBLIC WORKS
Indexes:
Code sections:
Attachments: 1. 8850 BidTab.pdf, 2. 8850 Contract.pdf

Date	Ver.	Action By	Action	Result
8/4/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
7/22/2020	1	BOARD OF PUBLIC WORKS		
7/15/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for the Warner Beach Park Shelter at a total cost of \$744,010 including contingency. Sufficient budget authority for the proposed contract is available in the Munis accounts for the Warner Park Beach Shelter (11971-401-140) and Beach Shoreline Improvements (12799-51-140).

Awarding Public Works Contract No. 8850, Warner Beach Park Shelter. (18th AD)

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

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

See attached document (Contract No. 8850) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8850
WARNER BEACH PARK SHELTER

KENNETH F. SULLIVAN CO.

\$688,900.00

Acct. No. 11971-401-140: 53310 (90924)
Contingency 8%+
Sub-Total

\$513,900.00
55,110.00
\$569,010.00

Acct. No. 12799-51-140: 53310 (90924)

\$175,000.00

GRAND TOTAL

\$744,010.00

Jurisdiction: Wisconsin

Demographics

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

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States

Phone, Email, Website

Phone	Email	Website						
<table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Fax Phone</td> <td>(844) 816-9447</td> </tr> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> </table>	Type	Number	Fax Phone	(844) 816-9447	Business Primary Phone	(860) 277-0111	No results found.	No results found.
Type	Number							
Fax Phone	(844) 816-9447							
Business Primary Phone	(860) 277-0111							

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 09/10/1975
Status: Active	Legacy State ID: 110846	Expiration Date:
Effective Date: 07/01/1997	Approval Date:	File Date:
Issue Date: 09/10/1975	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 4 of 4624 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JADE SMITH	17245136	17245136	Intermediary (Agent) Individual	Casualty	03/11/2020	03/11/2020	03/15/2021
JADA HILL	6525183	6525183	Intermediary (Agent) Individual	Casualty	09/18/2018	01/15/2020	03/15/2021
JADE SMITH	17245136	17245136	Intermediary (Agent) Individual	Property	03/11/2020	03/11/2020	03/15/2021
JADA HILL	6525183	6525183	Intermediary (Agent) Individual	Property	09/18/2018	01/15/2020	03/15/2021

Line Of Business

Show entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	09/10/1975
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

Contact

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

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Company Merger

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

Companies Absorbed

Name Change History

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

\$688,900.00
CONTRACTOR'S OFFICE COPY

BID OF KENNETH F. SULLIVAN CO.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WARNER BEACH PARK SHELTER

CONTRACT NO. 8850

PROJECT NO. 11971

MUNIS NO. 11971

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 4, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WARNER BEACH PARK SHELTER
CONTRACT NO. 8850**

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EXHIBITS AVAILABLE IN BID EXPRESS:

- EXHIBIT A: PLANS DATED MAY 07, 2020
- EXHIBIT B: SPECIFICATIONS DATED MAY 07, 2020
- EXHIBIT C: Asbestos Test Results for the Existing Warner Beach House
- EXHIBIT D: Geotechnical Report for 1101 Woodward Drive
- EXHIBIT E: Wetland Delineation Report for 1101 Woodward Drive
- EXHIBIT F: DNR Letter of General Permit for 1101 Woodward Drive
- EXHIBIT G: Conditional Use Letter for Warner Beach Park Shelter
- EXHIBIT H: Warner Park Archaeology Report
- EXHIBIT I: ARMY CORP OF ENG email
- EXHIBIT J: City of Madison Engineering COVID-19 Letter

This Proposal, and Agreement have
been prepared by:

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



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

RFP: 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:	WARNER BEACH PARK SHELTER
CONTRACT NO.:	8850
SBE GOAL	20%
BID BOND	5%
PRE-BID MEETING/SITE TOUR	Wednesday 6/24/2020 at 10:00 a.m.
SBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/2/2020
BID SUBMISSION (2:00 P.M.)	7/9/2020
BID OPEN (2:30 P.M.)	7/9/2020
PUBLISHED IN WSJ	6/18; 6/25; & 7/2

PRE-BID MEETING/SITE TOUR: The City of Madison will be holding one Pre-Bid meeting/walk-through/site visit as indicated in the schedule above, at the existing Warner Beach House, 1101 Woodward Drive. All bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Bidding Contractors will be allowed to queue up to enter the existing building, one contractor group at a time, in order to maintain social distancing protocols.

Representatives from Destree Design Architects and City of Madison Engineering and Parks Divisions will be present to take questions related to the plans and specifications. Questions shall be recorded and responded to in the form of a published addendum.

REQUEST 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 information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 8850 - 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 **5:00PM on Friday, June 26, 2020**. 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 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 8850 - Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **5:00PM on Friday, July 3, 2020**. No 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 about 12:00PM, Tuesday, July 07, 2020 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtorresmeza@cityofmdison.com.

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. 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 - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

Please note: In response to the declared Federal, State and Local public health emergencies, it is necessary for the City and all public works contractors to make changes to their workplaces. **Additional correspondence to address COVID-19 requirements can be found as EXHIBIT J in the bid documents.**

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WARNER BEACH PARK SHELTER CONTRACT NO. 8850

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 102.8 **EXAMINATION OF SITES OF WORK**

The City of Madison will be holding one Pre-Bid meeting/walk-through/site visit as indicated in the schedule in Section A above, at the existing Warner Beach House, 1101 Woodward Drive. All bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Bidding Contractors will be allowed to queue up to enter the existing building, one contractor group at a time, in order to maintain social distancing protocols.

Representatives from Destree Design Architects, City of Madison Engineering and Parks Divisions will be present to take questions related to the plans and specifications. Questions shall be recorded and responded to in the form of a published addendum.

SECTION 102.9 **BIDDER'S UNDERSTANDING**

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

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

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

SECTION 102.12: **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 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 (1600 Emil St) prior to **12:00pm on Thursday, August 6, 2020**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, August 5, 2020.

SECTION 104 **SCOPE OF WORK**

This contract is for the demolition of the existing Warner Beach House and construction of a new Warner Beach Park Shelter located at 1101 Woodward Drive, Madison, WI.

The scope of work includes furnishing all labor, materials, equipment and tools for general construction:

Existing Beach House:

Demolition of the existing beach house building, concrete slab, site work and utility connections (cap and/or abandon existing utility connections as required). The Contractor will be required to hire a sub-contractor with State of Wisconsin Certifications for Asbestos and Lead as described in Section 108.2 below. The General Contractor shall provide scanned copies (in PDF format) of all certifications for his/her sub-contractor to the City Project Manager prior to beginning any work on this contract. Removal of all hazardous materials and devices according to all regulatory codes and provide copies of the disposal manifests to the Project Manager.

New Shelter Building: General building construction including mechanical, electrical, plumbing, site and utility work including connections from new building to existing water/sewer laterals.

Site Work: The Contractor shall be responsible for striping, stockpiling, and returning topsoil to the construction area. This contract includes piping to and from the high water mark to the shelter building. City of Madison Parks will be responsible for the Nature Play area and all Landscaping 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**

Demolition and Construction activities shall be limited to the Warner Beach Park Shelter located at 1101 Woodward Drive in Madison, WI. The contractor may use the existing driveway and a portion of the parking lot for parking/staging. 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, 2020 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 MAY 07, 2020
- EXHIBIT B: SPECIFICATIONS DATED MAY 07, 2020
- EXHIBIT C: Asbestos Test Results for the Existing Warner Beach House
- EXHIBIT D: Geotechnical Report for 1101 Woodward Drive
- EXHIBIT E: Wetland Delineation Report for 1101 Woodward Drive
- EXHIBIT F: DNR Letter of General Permit for 1101 Woodward Drive
- EXHIBIT G: Conditional Use Letter for Warner Beach Park Shelter
- EXHIBIT H: Warner Park Archaeology Report
- EXHIBIT I: ARMY CORP OF ENG email
- EXHIBIT J: City of Madison Engineering COVID-19 Letter

SECTION 104.8 REMOVALS

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris the contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts. Contractor shall review additional specification 01 74 19.

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 bench marks required to complete this contract. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087 (cell).

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Warner Park is a popular public facility that is heavily used by local residents. The Contractor shall expect pedestrian traffic throughout the work area and shall be prepared to accommodate park users. Additionally the Contractor shall be aware of the following facilities/activities, for which they may need to make special accommodations:

- The parking lot for the park and shelter shall not be used for construction staging unless otherwise specified in plans. The Contractor shall be responsible for ensuring at the end of each day, that the work site is left clean, orderly, free of construction debris, barricades, etc. The

Contractor may have to work around park reservation dates, and may be required to change schedules depending on special events and reserved dates.

- Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. The Contractor may contact Kristin Mathews, Parks East Operations Supervisor at kmmathews@cityofmadison.com with questions or concerns regarding maintenance.

Areas of Warner Park are of archeological significance. Please see Exhibit H Warner Park Archaeology Report. If the Contractor encounters human remains and artifacts the Contractor must STOP WORK IMMEDIATELY AND CONTACT the City Project Manager.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / telephone (608)658-3087 / fax (608)267-1162).

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 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 or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

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

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 for site constraints and adjust his/her bid according to those constraints.

SECTION 105.13 ORDER OF COMPLETION

It is anticipated the City of Madison will issue a Start Work Letter on or about September 08, 2020.

The contractor agrees to meet the following minimum requirements for Order of Completion:

1. Start work in September 2020 (within seven days of receiving the start work letter) and will complete all of the following on or before December 31, 2020:
 - a. Site preparation including but not limited to all erosion control measures, construction fence and tree protection measures.
 - b. Asbestos abatement of the existing beach house.

- c. Demolition of existing beach house, utilities, pad and other items as designated on the demolition and site plans.
 - d. Installation of new sanitary, water and electrical connections. See Section 105.12: Cooperation by the Contractor for additional requirements.
 - e. Major building component construction completed including all of the following:
 - i. Building foundations and slab
 - ii. All steel framing
 - iii. All concrete masonry construction
 - iv. Roof installation, completed
 - f. The new water lateral valve shall be closed and supply line emptied for winterization.
 - g. Provide all materials and labor necessary to temporarily enclose the structures openings during the winter.
 - h. Provide safety, security, and weather proofing of all materials and equipment stored on the site throughout the winter.
2. Complete work in Spring 2021. All of the following work shall be completed **NO LATER THAN April 30, 2021**:
- a. All interior and exterior finishes complete.
 - b. All plumbing, electric, and mechanical installations complete.
 - c. All site amenities, paving, seeding, and restorations are complete.
 - d. All erosion control measures, construction fence, and tree protection measures have been removed.
 - e. All quality control issues and startup issues have been resolved before occupancy.
 - f. All construction closeout documents have been received.
3. The contractor may at his/her option continue to work throughout the winter months provided:
- a. The contractor shall follow all manufacturer, industry, and city standards where weather (including temperature) may be a factor.
 - b. Contractor is responsible for providing temporary heat, electricity, and water as needed for construction per the specifications and manufacturers installation requirements.
 - c. Continue with weekly erosion control inspections and repairs to erosion control methods as needed throughout the winter.
 - d. Safety, security, and weather proofing of all materials, completed installations, and equipment stored on the site throughout the winter.

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. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. The Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.13 of the

Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

There are trees which, because of their proximity to the construction, their susceptibility to damage and/or their importance to the landscape, warrant additional protective measures. Such trees are shown on the plans and designated as No Root Cut. All rough grading, excavation or trenching within 10 ft of a No Root Cut tree shall be done under the supervision of a City of Madison Forestry representative. The sequence to construct in No Root Cut areas shall be as follows:

1. The Contractor shall inform all equipment operators under their supervision of the No Root Cut requirements.
2. The Contractor shall place a yellow ribbon around trees identified as No Root Cut for the equipment operators.
3. When work needs to occur within 10 feet of a marked tree, the Contractor shall notify the Engineer two days prior to the occurrence of work and coordinate excavation observation by a Forestry representative.
4. If roots greater than one (1) inch in diameter are encountered, the roots shall be exposed by hand and the Forestry representative will determine where to sever root(s).
5. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut.
6. If, in the opinion of the Forestry representative, excavation to subgrade as shown on the plans cannot be done without unacceptable damage to trees to be protected, the Engineer may specify a reduced base thickness or other modifications to reduce damage to the tree. Likewise, excavation below subgrade (undercutting) may be deleted as directed by the Engineer in certain locations where necessary to protect trees.
7. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.
8. Exposed roots shall be covered as soon as excavation and installation are complete.
9. The ribbon shall remain on the tree until the surrounding area is fine graded and seeded or sodded.

SECTION 108.2 PERMITS AND LICENSING

See 00 31 46 Permits.

The Contractor shall be fully responsible for all applications, fees, and permits (except as noted below) associated with abatement, demolition, and inspection to meet all applicable codes.

- A Wisconsin Department of Natural Resources (WDNR) Form 4500-113 Notification of Demolition and/or Renovation is required for this project. The Asbestos removal contractor shall be responsible for the application and fees associated with this permit.

The following supervisory licenses/certifications are required for the Asbestos Removal Sub-Contractor for this contract. Individual worker licenses need not be supplied until requested by the Project Manager.

- State of Wisconsin Department of Health Services – Asbestos Company Primary
- State of Wisconsin Department of Health Services – Lead (Pb) Company
- State of Wisconsin Department of Health Services – Asbestos Inspector
- State of Wisconsin Department of Health Services – Asbestos Supervisor
- State of Wisconsin Department of Health Services – Lead (Pb) Risk Assessor
- State of Wisconsin Department of Health Services – Lead (Pb) Abatement Supervisor

All licenses shall be valid from bid opening through the completion of this contract.

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

The following Permits have been secured:

- City of Madison Erosion Control Permit
- City of Madison Storm Water Management Permit

- City of Madison Sewer Temporary Plug Permit
- Wisconsin Department of Natural Resources (WDNR) NR341 Permit
- City of Madison Building Permit
- City of Madison Plumbing 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 responsibility of the Contractor to identify and obtain all other permits needed for construction, including dewatering.

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.

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the City Project Manager in writing.

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 September 08, 2020.

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.

The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday April 30, 2021**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.

SECTION 207.3(a)&(b) SEEDING, TEMPORARY SEEDING

Install seed types at the rates specified in the City Standard Specifications. The City Project Manager shall be called to inspect and approve the finish grade prior to seeding and mulching.

SECTION 210 EROSION CONTROL

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

Anchorage devices shall be completely biodegradable. Photo biodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices. Anchorage devices shall be submitted to the City Project Manager for approval prior to placement.

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.

SILT SOCK
DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to

install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control. Silt sock shall be 12 inches in diameter.

EROSION CONTROL INSPECTION **DESCRIPTION**

The Contractor shall be responsible for all erosion control inspections occurring on any Saturday or Sunday if the previous rain day's rainfall exceeds an accumulation of at least ½" rainfall in total depth or as directed by the Engineer. A rain day is defined as each 24-hour calendar day and shall be measured using the City of Madison Central Rain Gauge data available at http://infos.countyofdane.com/rainfallgauges_station1. The Contractor shall be responsible for inspecting and maintaining only the features installed under Contract 8177.

The data from the rain gauging station shall be available on the internet to allow remote checking of the rain depth totals for each rain day. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison.

Upon completion of the erosion control inspection the Contractor shall provide an email report indicating the status (Good, Failed, Maintenance Needed, etc) of each individual erosion control practice being used to the Construction Engineer or to the designated representative as identified at the preconstruction meeting. A digital photo or video and notation of the location of each individual erosion control practice requiring maintenance or repair shall be included in the inspection report. The inspection report shall be submitted and any needed maintenance or repairs completed by the Contractor within the same 24-hour period after the end of the rain day. The completed maintenance and repairs shall then be documented and a follow-up inspection report submitted within 24 hours following completion of the repairs. The follow-up inspection report shall include a summary of maintenance items by erosion control BMP maintenance pay item and digital photos or videos of each erosion control practice following maintenance or repair.

Any required erosion control inspection or inspection report that is completed more than 48 hours after the end of rain day or report due date will be assessed a penalty equal to one (1) day of liquidated damages per the table in Section 109.9 Liquidated Damages of these Standard Specifications.

The Contractor shall continue erosion control inspections on a project until a minimum of 70% vegetation establishment has been obtained or other permanent surface restoration has occurred as determined by the Engineer (matting, pavement, sod, etc.).

INLET PROTECTION **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove inlet protection as specified on the plans and Standard Specifications.

STREET SWEEPING **DESCRIPTION**

When required, either by the erosion control plan or the Engineer, the Contractor shall perform street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

CONSTRUCTION ENTRANCE **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to maintain a construction entrance as shown on plans. The Construction Entrance shall be maintained and removed in accordance with the Standard Specifications. The Contractor shall maintain the construction entrance for the duration of the contract timeframe.

CONSTRUCTION FENCING
DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Fencing locations shall be determined in conjunction with the provided phasing plans.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. The Parks Division shall approve all placement of temporary fencing

The Contractor will be responsible for maintaining construction fencing until spring 2021 as determined by the City Project Manager.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

Mesh opening: 1 inch minimum to 3 inch maximum

Height: minimum 4 feet

Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

The Contractor shall be responsible for all work, materials, tools, equipment, labor, hauling placement, disposal and incidentals required to install maintain and remove construction fencing. Any additional construction site security measures deemed necessary by the Contractor shall be installed at no additional cost to the City.

GROUNDWATER CONTROL
DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control water levels in order to complete the work as defined in the special provisions and plan set. The Contractor shall submit to the City Project Manager for approval, a detailed groundwater control plan. The plan shall be submitted a minimum of 10 business days prior to starting work and shall clearly state the methods and materials proposed.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping accumulated storm water, shall include stormwater treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B. If necessary the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is: Wisconsin Department of Natural Resources Private Water Supply Section BOX 7921 Madison, Wisconsin 53707.

The Contractor shall be solely responsible for choosing a method of groundwater control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to insure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure. The method or methods shall be designed, installed, and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin.

All required pumping, drainage, and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties. Borings are provided in these bid documents to assist the Contractor in determining what methods are required to dewater the site.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the demolition of the existing beach house and complete construction and installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

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

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments 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.

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 **Warner Beach Park Shelter Contract No 8850** in the subject line of all emails.

Designer/Project Manager for Destree Design Architects, Inc
Jason Ekstrom Assoc AIA
222 W Washington Ave #310
Madison WI 53703
608.268.1499
jason@destreearchitects.com

Project Manager for City Engineering Division /Facilities and Sustainability
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
Sarah Lerner

City County Building #104
210 Martin Luther King Jr Blvd
Madison WI 53703
608.261.4281
slerner@cityofmadison.com



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

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

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

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

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

July 3, 2020

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8850, PROJECT NO. 11971
WARNER BEACH PARK SHELTER**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *WARNER BEACH PARK SHELTER, City of Madison, Contract #8850, as issued on June 12, 2020* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **EXHIBIT K – EXISTING BUILDING DRAWINGS** response to Bidder Question in Item #7
- **Pre-Bid Walk Through Sign-in sheet and Minutes** from June 24, 2020 in Item #7

1. **GENERAL CONTRACT CONDITIONS**

None

2. **GENERAL QUESTIONS AND ANSWERS**

None

3. **ACCEPTABLE EQUIVALENTS**

- A. 08 41 13 Aluminum Framed Entrances and Storefronts
- i. Product: DeSCO i65 Series Fixed Windows

4. **SPECIFICATIONS**

None

5. **DRAWINGS**

None

6. **PROPOSAL**

No Revisions

7. **ADDITIONAL DOCUMENTS**

- A. Pre-Bid (Contractors) Meeting was held at 10:00 a.m. on Wednesday, June 24th, 2020 at the project site located at 1101 Woodward Drive. A copy of the pre-bid meeting minutes and attendee sign-in sheet are attached to this addendum for reference.

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

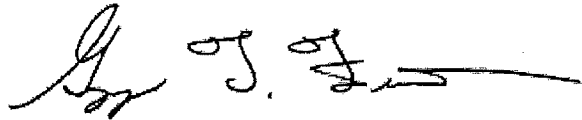
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

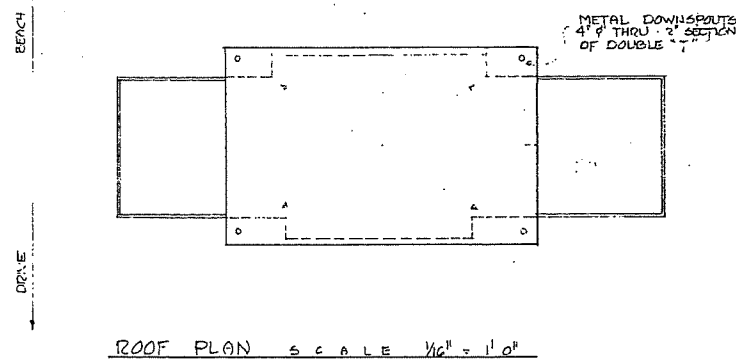
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

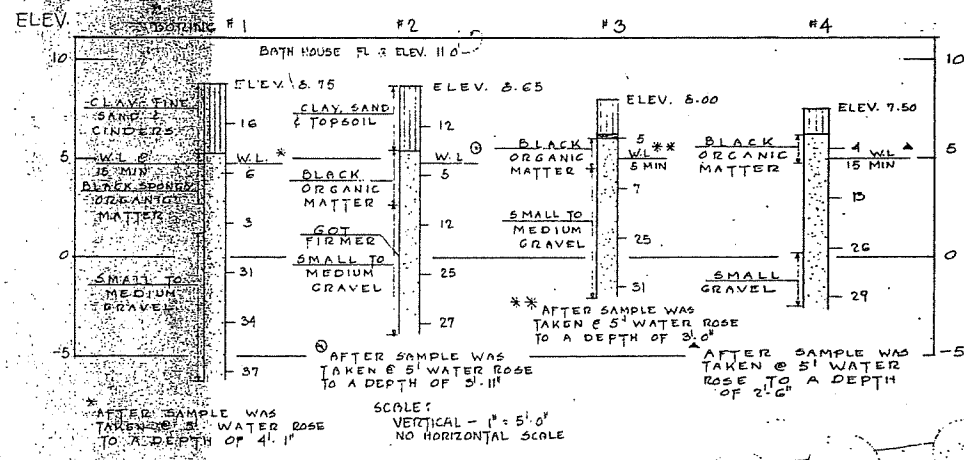
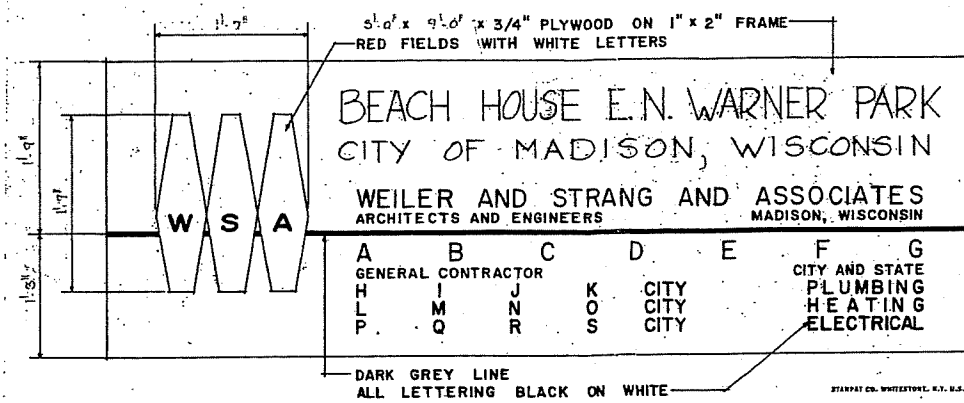
A handwritten signature in black ink, appearing to read "Robt F. Phillips", is written over a horizontal line.

On behalf of Robert F. Phillips, P.E., City Engineer

Cc: Greg Fries, Kathy Cryan

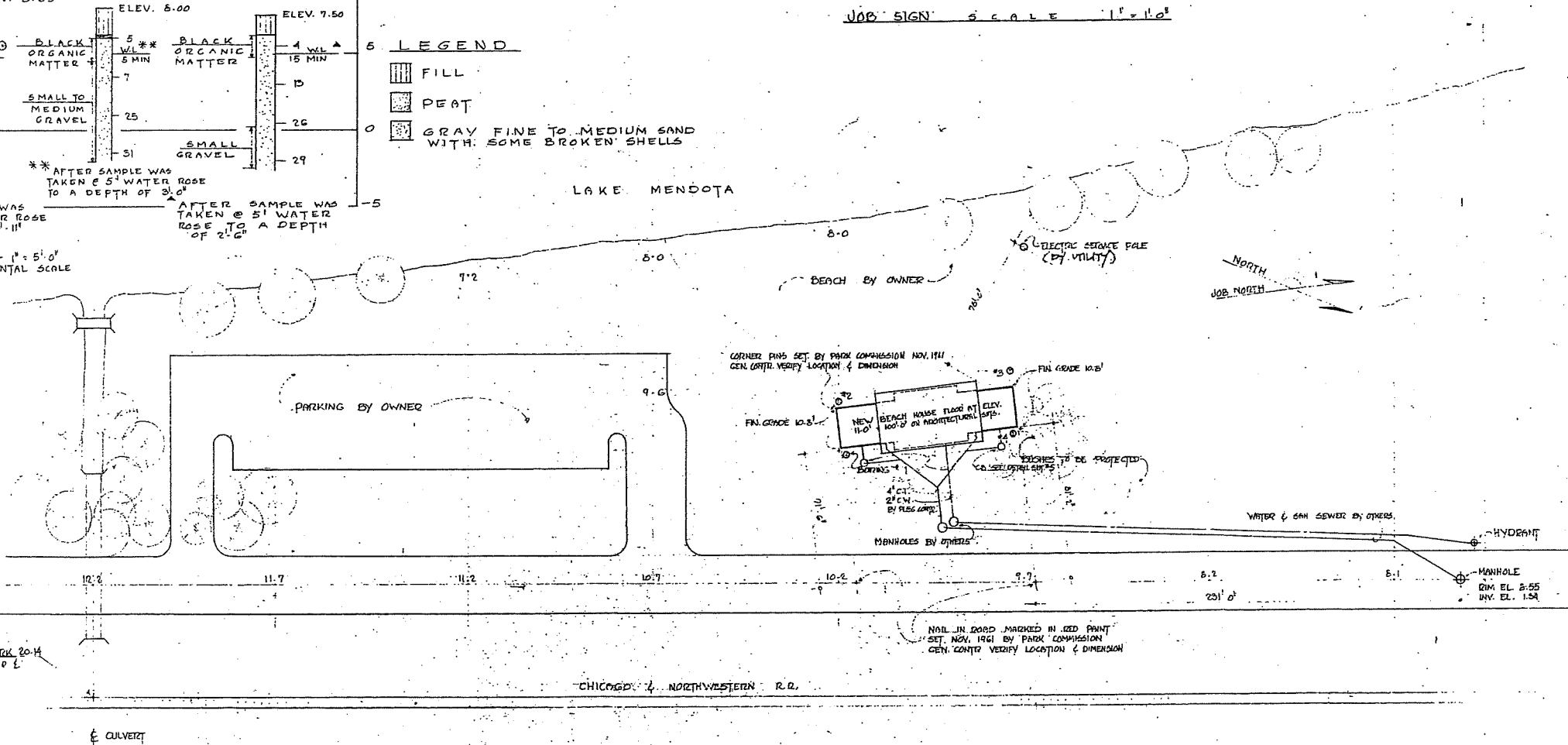


ROOF PLAN SCALE 1/16" = 1'-0"



- LEGEND
- [Hatched pattern] FILL
 - [Dotted pattern] PEAT
 - [Cross-hatched pattern] GRAY FINE TO MEDIUM SAND WITH SOME BROKEN SHELLS

- NOTES
1. DURING ELEVATIONS OBTAINED WITH HAND LEVEL USING AUTO SET ON TOP OF ELEVATION 10.00' AS BENCH MARK
 2. BORINGS WERE MADE USING STANDARD PROCEDURES WITH A 2" O.D. SPLIT SPOON
 3. FIGURES TO THE RIGHT OF EACH BORING LOG INDICATE THE NUMBER OF BLOWS REQUIRED TO DRIVE THE 2" O.D. SPLIT SPOON 12" USING A 140 LB. WEIGHT FALLING 30 INCHES
 4. WATER LEVELS (W.L.) INDICATED WERE AT TIMES SHOWN AFTER COMPLETION OF THE BORINGS



FLOOR PLAN SCALE 1" = 40'-0"

GENERAL PLANS APPROVED

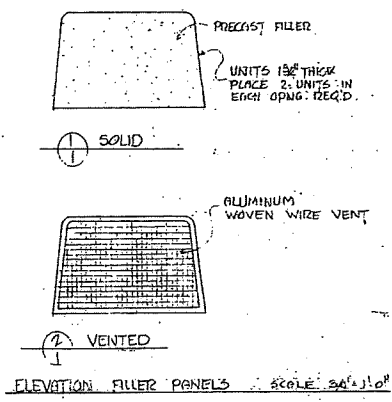
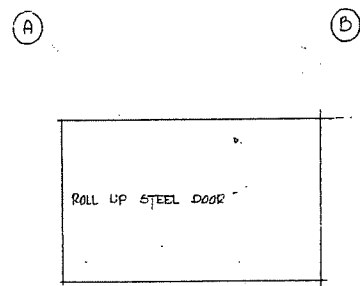
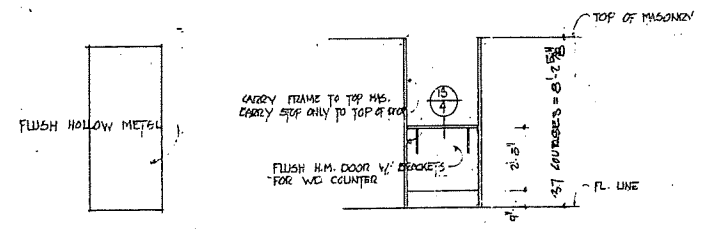
See Correspondence
JAN 26 1962
Industrial Commission of Wisconsin

Joseph J. ...
2-1-62

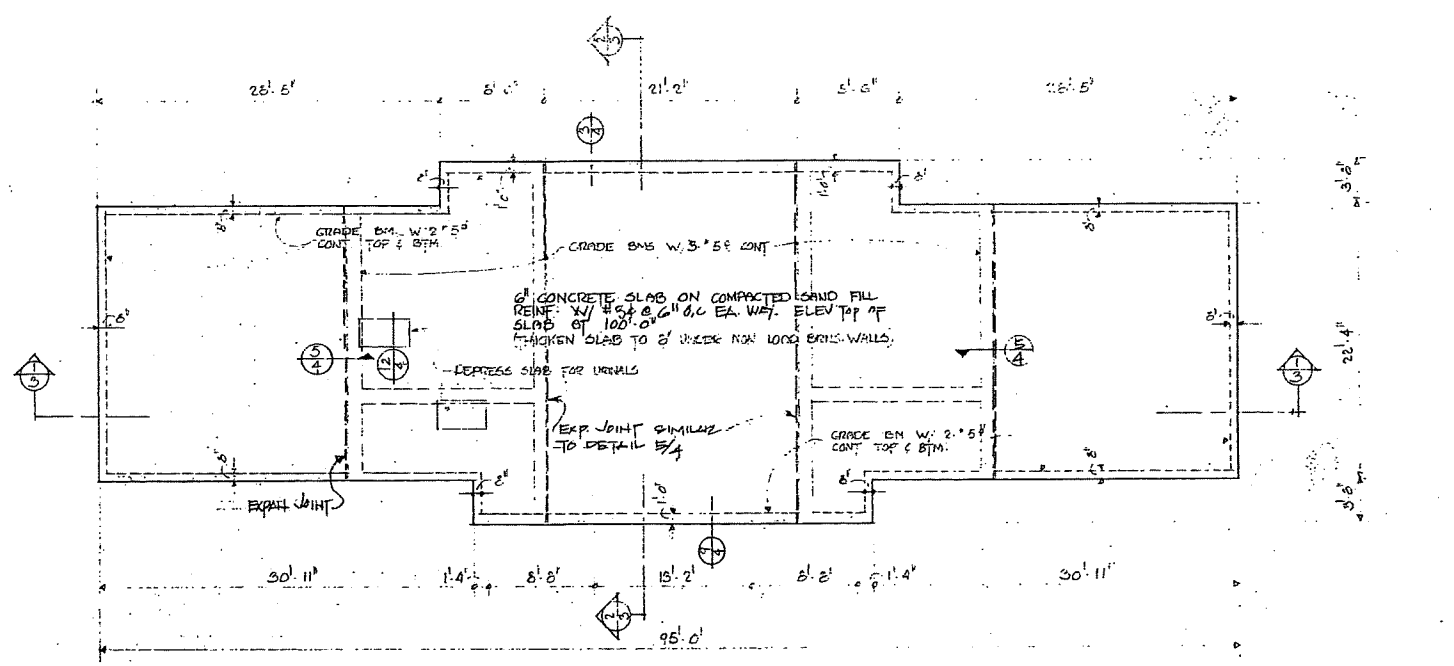
NO	SHEET INDEX	MATERIAL SYMBOLS	SYMBOLS	BEACH HOUSE E.N. WARNER PARK CITY OF MADISON, WISCONSIN	COMM. 6142-D
1	PLAN PLAN & ROOF PLAN	[Symbol] SOIL	[Symbol] FINISH WOOD	Drawn By: [Signature]	WEILER AND STRANG AND ASSOCIATES ARCHITECTS AND ENGINEERS 810 UNIVERSITY BAY DRIVE MADISON 5, WIS. CEDAR 3-9753
2	PLANS & SCHEDULES	[Symbol] GRAVEL	[Symbol] PLYWOOD	Checked By: [Signature]	
3	75' ELEVATIONS & SECTIONS	[Symbol] CONCRETE	[Symbol] STEEL	Date: 1-9-62	
4	75' ELEVATIONS, MISCELLANEOUS DETAILS & SECTION WORK	[Symbol] CONCRETE BLOCK	[Symbol] BLANKET INSULATION	Rev: [Signature]	
5	ARCHITECTURAL	[Symbol] FACE BRICK	[Symbol] RIGID INSULATION		
		[Symbol] TILE	[Symbol] SANDWICH PANEL		
		[Symbol] STONE	[Symbol] PLASTER		
		[Symbol] DIMENSIONED LUMBER	[Symbol] ACOUSTIC MATERIALS		
			[Symbol] ROOM NUMBERS		
			[Symbol] DOOR NUMBERS		
			[Symbol] COLUMN NUMBERS		
			[Symbol] DRAWING NUMBER ABOVE W/SHEET NUMBER BELOW		
			[Symbol] DRAWING NOT TO SCALE		

DOOR FINISH SCHEDULE							
NO.	LOC.	FLOOR	FACE	WALLS	CEILING	PAINTING	REMARKS
1	MENS DRESSING						FILLER TOP OF BRICK WALL O SOLID ● VENTED
2	MENS DRESSING						
3	MENS TOILET						
4	STORAGE						
5	MENS TOILET						
6	STORAGE						
7	CORRIDOR						
8	CONCESSION						
9	CONCESSION						
10	CORRIDOR						
11	STORAGE						
12	STORAGE						
13	STORAGE						
14	STORAGE						
15	STORAGE						
16	STORAGE						
17	STORAGE						
18	STORAGE						

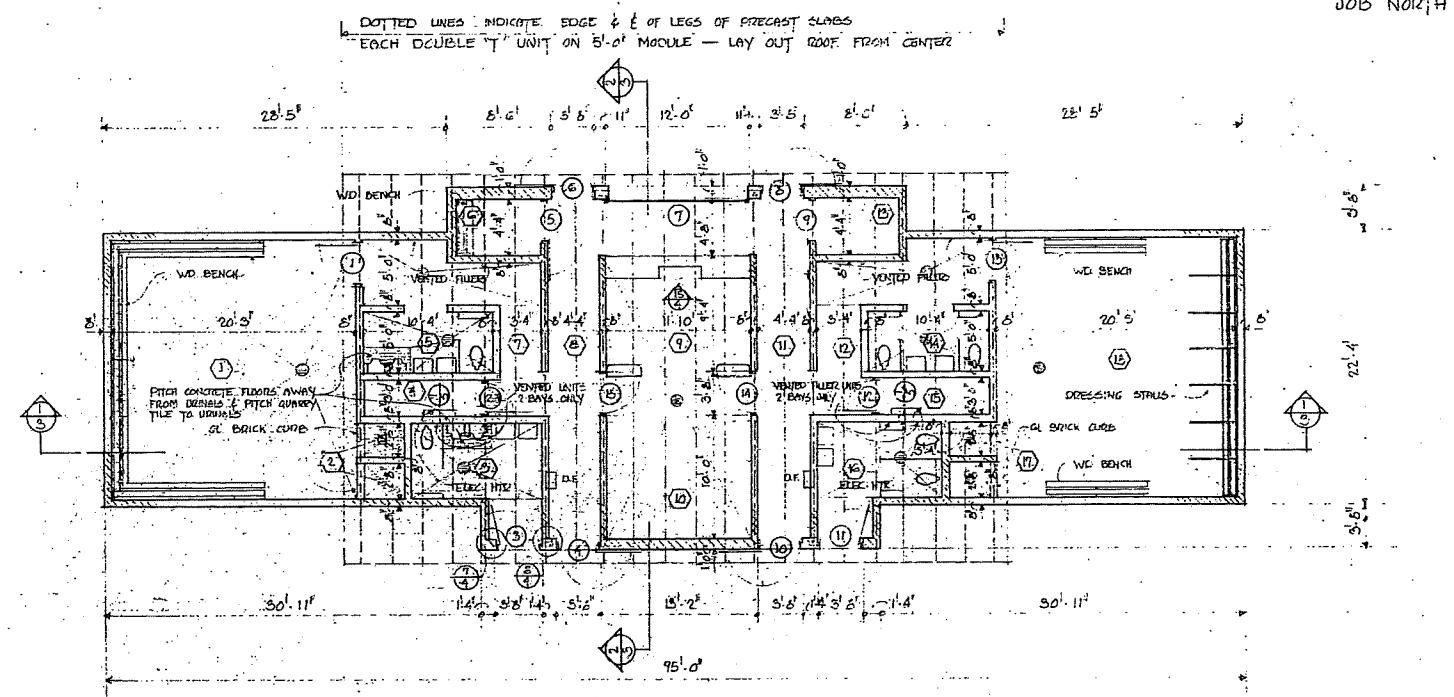
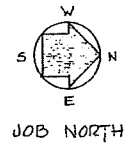
DOOR & HARDWARE SCHEDULE										
NO.	LOCATION	SIZE	GROUP	TYPE	MATERIAL	FRAME	LOUVER	DETAIL	UNITS	REMARKS
1	MENS DRESSING	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
2	STORAGE	2' 6" x 7' 6"	5	A	H.M.	H.M.			1	
3	MENS TOILET	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
4	CORRIDOR	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
5	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
6	CORRIDOR	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
7	CONCESSION	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
8	CORRIDOR	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
9	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
10	CORRIDOR	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
11	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
12	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
13	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
14	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	
15	STORAGE	2' 6" x 7' 6"	1	A	H.M.	H.M.			1	



DOOR TYPES NO SCALE



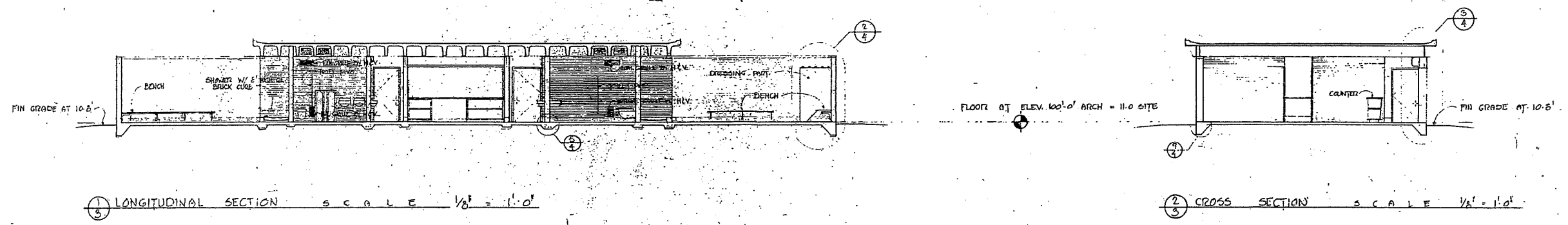
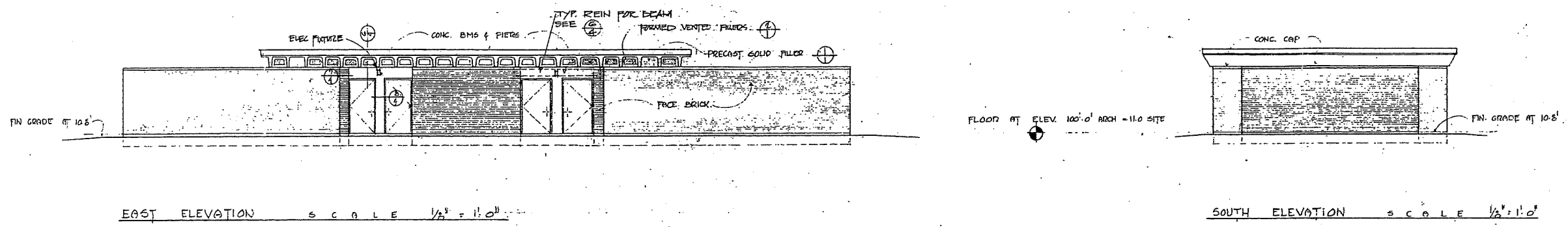
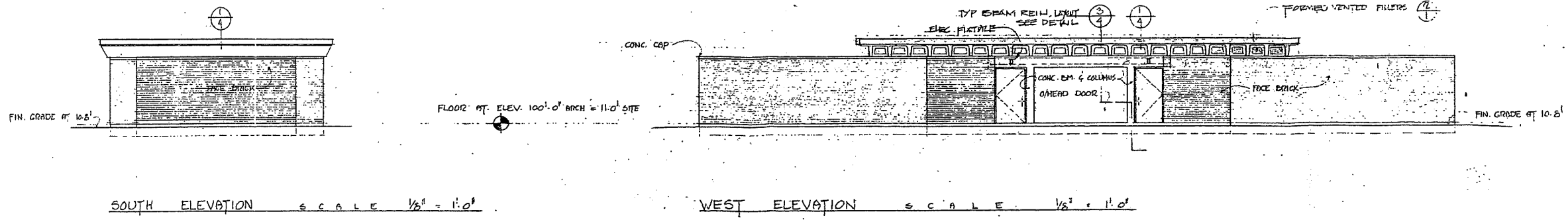
FOUNDATION PLAN SCALE 1/8" = 1'-0"
EACH TAMP ALL EXCAVATIONS



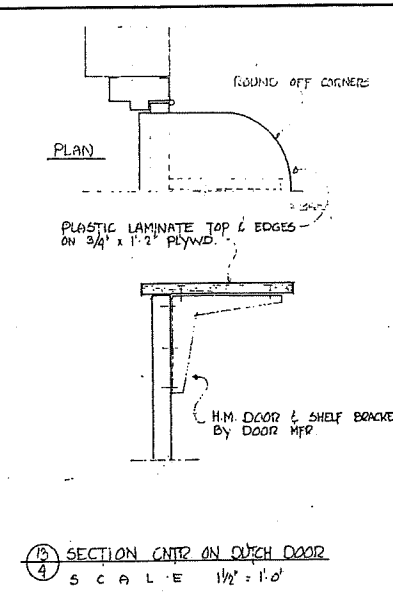
FLOOR PLAN SCALE 1/8" = 1'-0"

GENERAL CONTR. NOTE:
SLOPE ALL FLOORS TO FLOOR DRAINS
AT A MIN. SLOPE OF 1/4" PER FT.

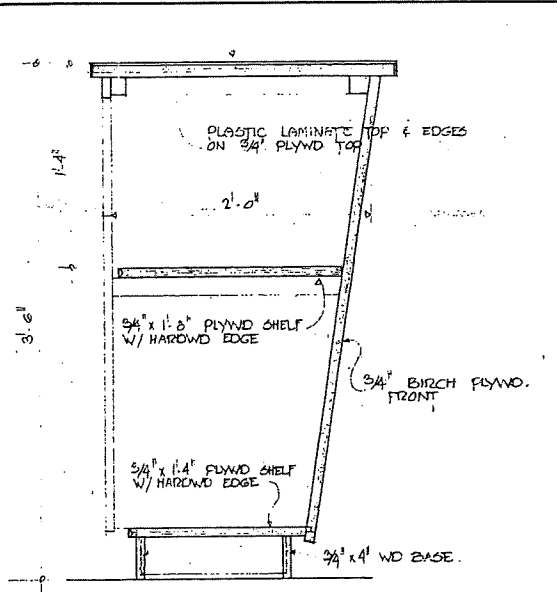
BEACH HOUSE E.N. WARNER PARK CITY OF MADISON, WISCONSIN.		COMM. 6142-D
Drawn By: C.S.	Checked By: J.P.N.	WEILER AND STRANG AND ASSOCIATES ARCHITECTS AND ENGINEERS 810 UNIVERSITY BAY DRIVE MADISON 5, WIS. CEDAR 3-9753
Date: 1-9-62	Rev:	
		SHEET 2



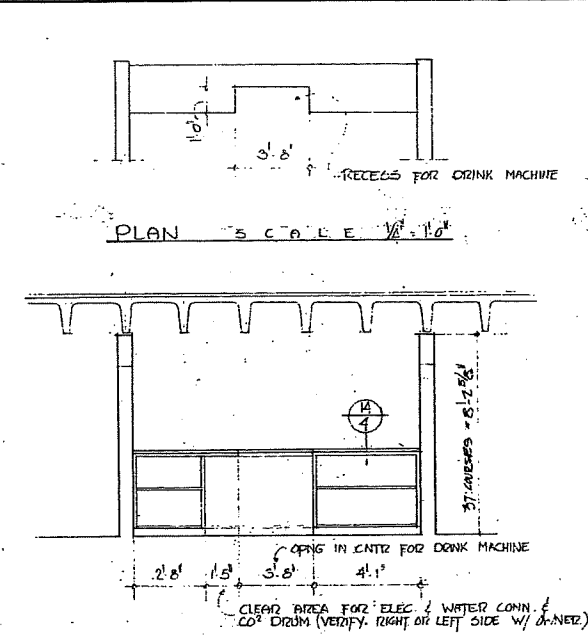
BEACH HOUSE E.N. WARNER PARK CITY OF MADISON, WISCONSIN		COMM. 6142-D
Drawn By: C.S.	Checked By: J.S.	WEILER AND STRANG AND ASSOCIATES ARCHITECTS AND ENGINEERS 810 UNIVERSITY BAY DRIVE MADISON 5, WIS. CEDAR 3-9753
Date: 1-9-62	Rev:	
		SHEET 3



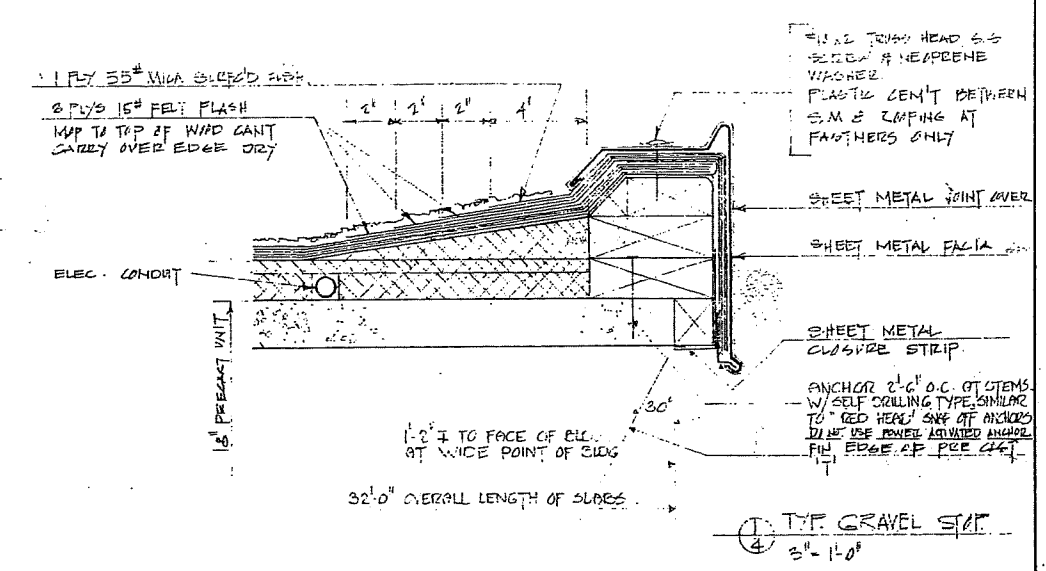
SECTION CNTR ON CUBIC DOOR
SCALE 1/2" = 1'-0"



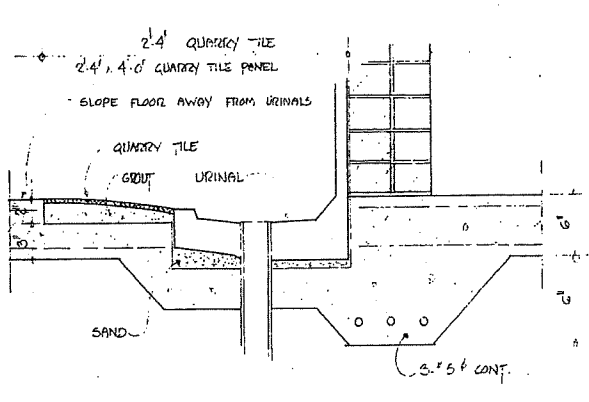
SECTION OF COUNTER RM #9
SCALE 1/2" = 1'-0"



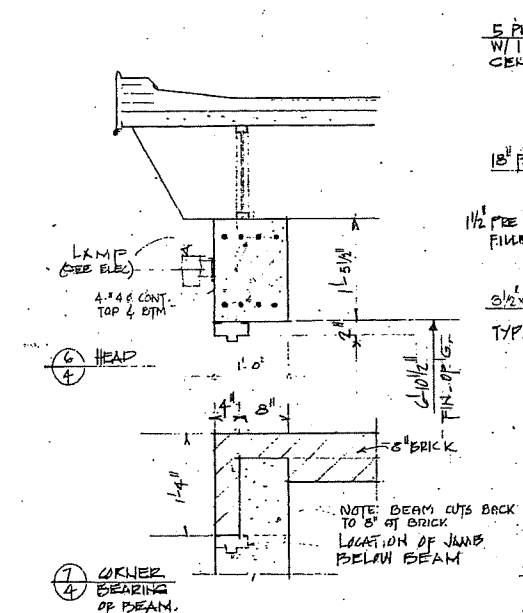
ELEVATION OF COUNTER RM #9
SCALE 1/4" = 1'-0"



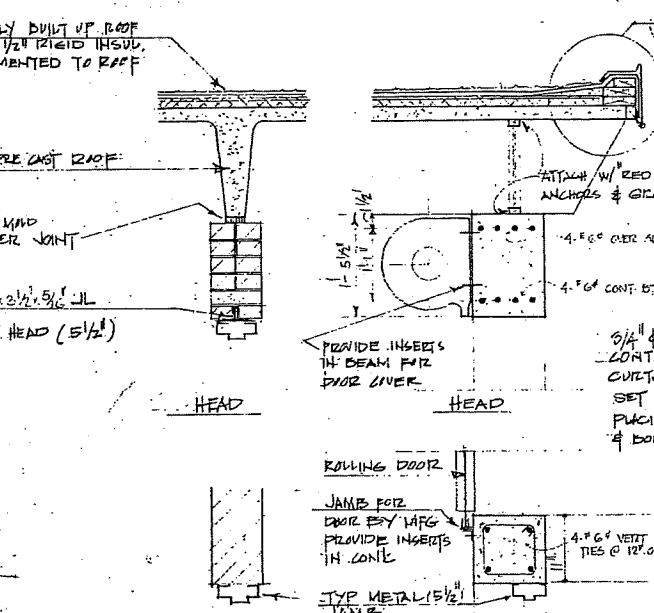
TYP GRAVEL SPT.
3" = 1'-0"



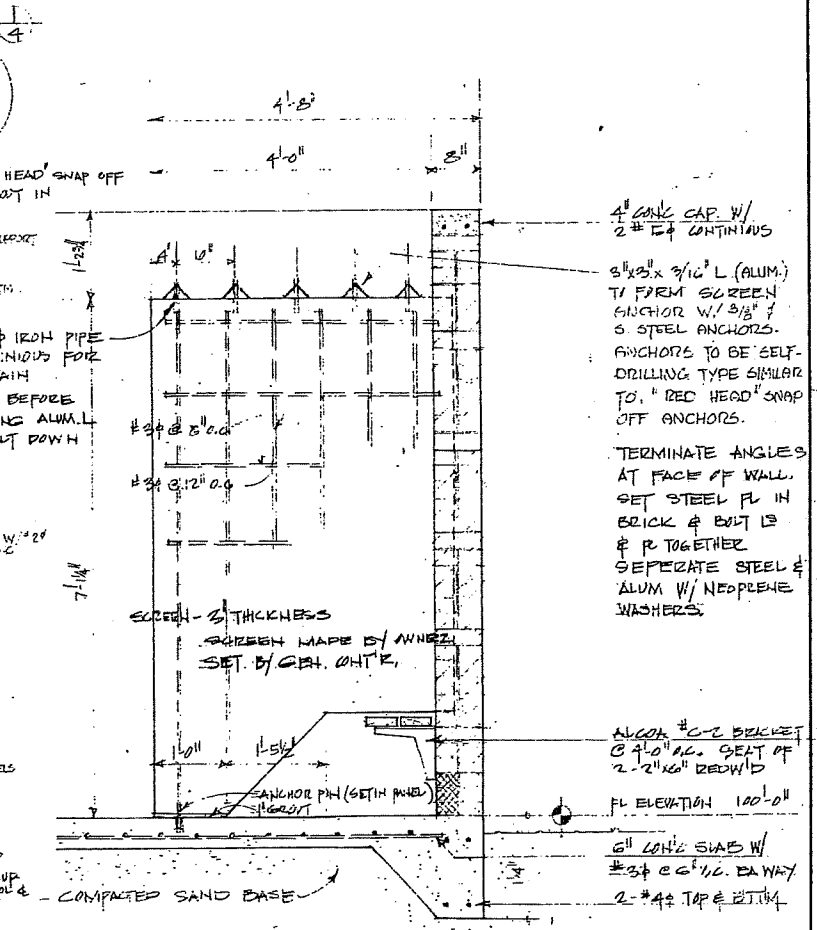
URINAL DETAIL SCALE 1/2" = 1'-0"



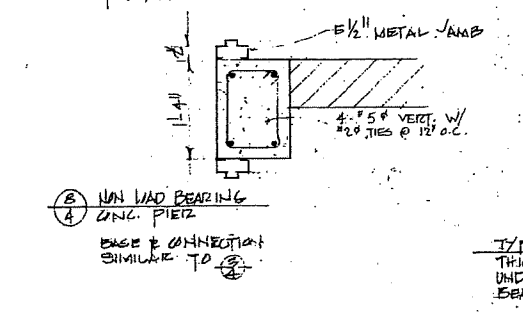
HEAD



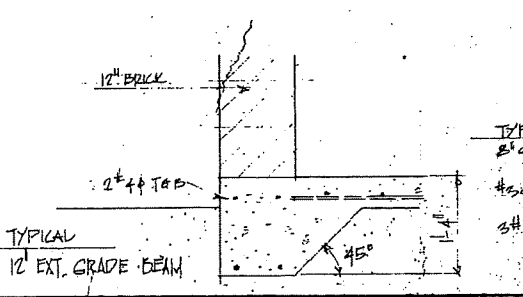
JAMB



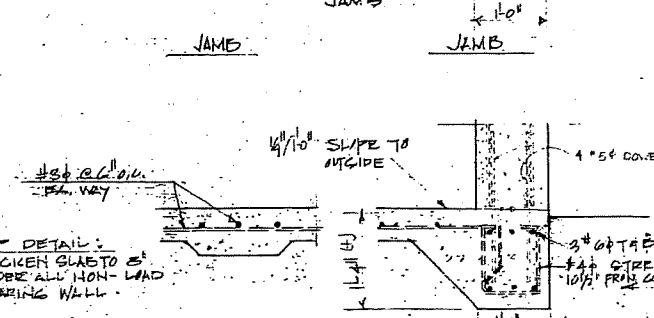
TYP 8\"/>



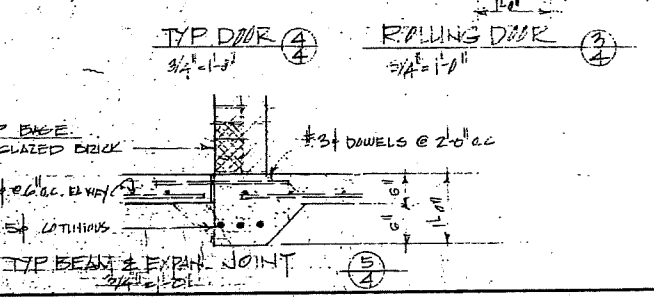
ROLLER BEARING OF BEAM



TYPICAL 12\"/>



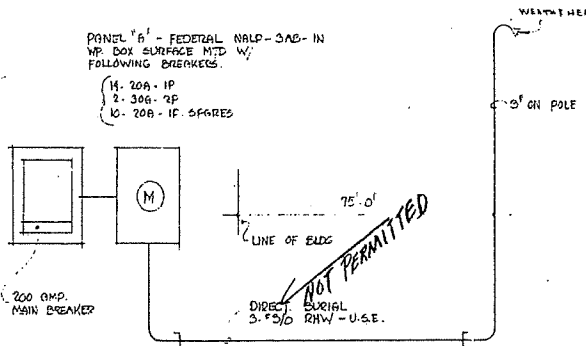
TYP DOOR



TYP BASE

BEACH HOUSE		E.N. WARNER PARK		COMM.
CITY OF MADISON, WISCONSIN				6142-D
Drawn By: JCH	Checked By: JCH	WEILER AND STRANG AND ASSOCIATES		SHEET
Date: 1-9-62	Rev:	ARCHITECTS AND ENGINEERS		4
		810 UNIVERSITY BAY DRIVE		
		MADISON 5, WIS. CEDAR 3-9753		

LIGHT FIXTURE SCHEDULE						
TYPE	DESCRIPTION	MAKE	CAT NO.	LAMP	NO. LAMPS	REMARKS
A	WALL BRACKET	HOL.	415	150 IF	1	WITH BOX - 0230
B	CING. ENCLOSED	HOL.	C. 824	150 IF	1	WITH SURFACE BOX - 0900

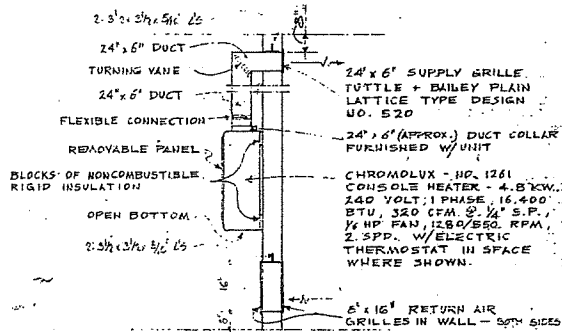


ELECTRIC SERVICE RISER
 NO SCALE

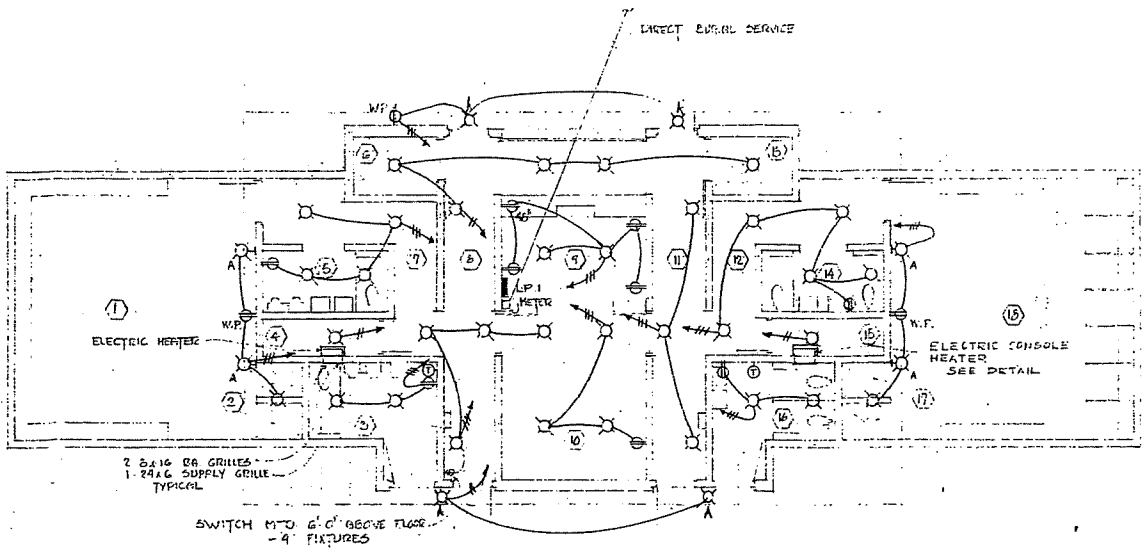
PLUMBING FIXTURE SCHEDULE					
ITEM	GRADE & CATALOG NO.	TRIM	CONNECTIONS	REMARKS	
WC	3-464 C	SILOAN ROVAL FLUSH VALVE CONCEALED	1" 4" 2"	3-758 CARRIED SEPTS: W/M - SELF SUCT. W/M - SELF SUCT.	
LAV	1-495 H, 15x20	CHICAGO 442 ANGLE STOPS SCREW DRIVER	1/2" 1/2" 1/2"	SEE NOTE:	
UR.	SANTOFER SERIES BATHY OF 5	7-170 TANK 4-TON 4-TON STEELER	1/2" 2" 1/2"	TANK CONCEALED IN SPACE W/ SEAM COVERS BTU U.E. & BTU U.E. WALL AS SHOWN	
D.F.	KOHLER K-5033A	KB493	1/2" 1/2" 1/2"	SEMI RECESSED W/ 1/2" 1/2" 1/2" BOSS TRAP	
F.D.	JOBSON 304 SERIES	NO TRAPS TO CATCH BASINS	- - -	C.I. BODY ROL. BGT. STRAINERS	
URINAL TRAPS	WADE W-2000A 18" DIA	-	-	FLUSH WITH FLOOR INSTALLED WHERE SHOWN C.S. ONE PIECE COVER	
HOSE DEBS	CHICAGO 293	LACK SHIELD CAP REMOVABLE HANDLE	1/2" -	3/8" MALE HOSE THD OUTLET	
SH	CEANE 9-206 NEED HD	SHUT OFF VALVES IN PLUMBING SPACE	1/2" -	MTD-HIGH & LOW FOR EACH SIDE. PLS PREC. COMM.	

* EXCEPT WHERE OTHERWISE NOTED

NOTE: WATER PIPING - SEPARATE ALL WATER SUPPLY PIPING FOR OMS'S & IG FROM ALL OTHER WATER CONNECTIONS. PROVIDE SEPARATE VALVED MAIN. ALL WATER PIPING IN AREAS WHERE NO HEAT IS SUPPLIED: SHUT OFF DURING COLD SEASON. ROOMS * 3 & 10: USED DURING COLD SEASON. SUPPLIES TO FIXTURES WHERE WALL IS EXPOSED TO UNVENTED SPACE (OTHER THAN PLUMBING SPACE). CHROME FINISHED NEATLY, EXPOSED IN ROOM, BRACKETED TO WALL.

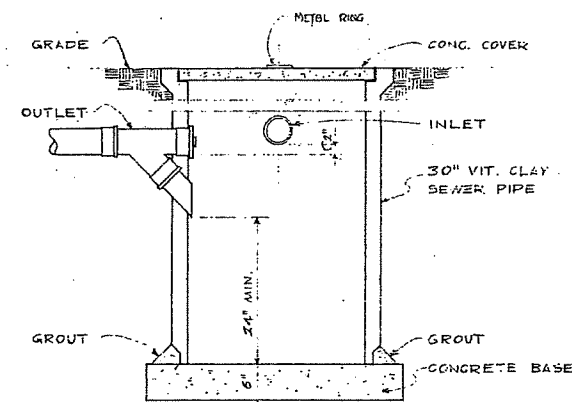


DETAIL OF ELECTRIC HEATING
 SCALE: 3/8" = 1'-0"



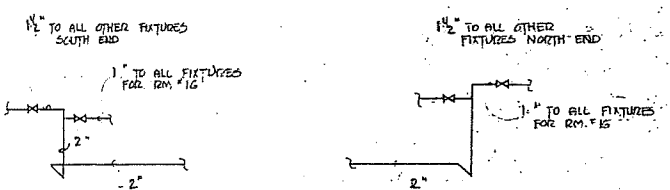
ELECTRICAL PLAN SCALE 1/8" = 1'-0"

- ELECTRIC SYMBOLS**
- INCANDESCENT CEILING FIXTURE
 - INCANDESCENT WALL FIXTURE
 - ⊕ DUPLEX RECEPTACLE GROUNDING - 12" ABOVE FL UNLESS NOTED OTHERWISE
 - ⊕ WR DUPLEX RECEPTACLE WEATHERPROOF
 - ⊕ THERMOSTAT



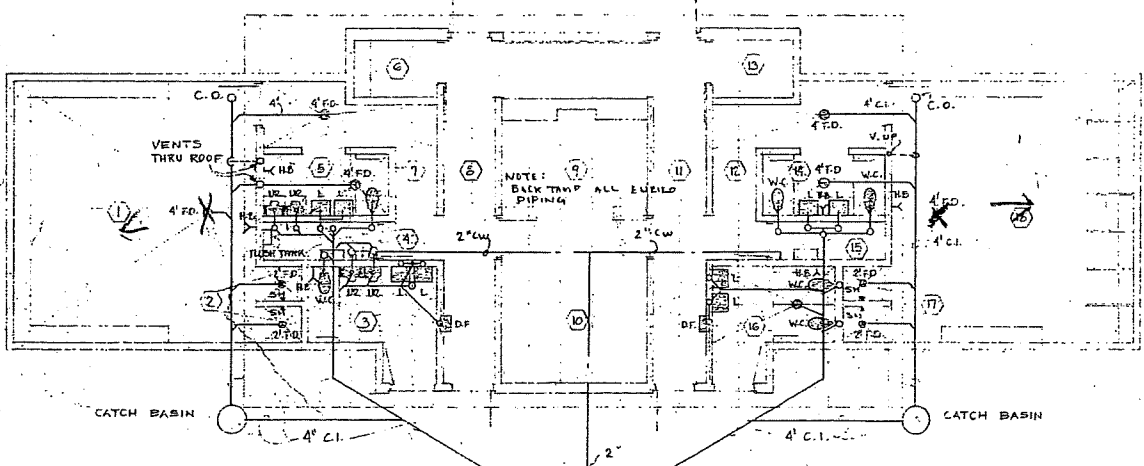
CATCH BASIN DETAIL
 SCALE: 3/4" = 1'-0"

- PLUMBING SYMBOLS**
- HOSE BIBB (H.B.)
 - DF DRINKING FOUNTAIN
 - L LAVATORY
 - UR URINAL
 - WC WATER CLOSET
 - FD FLOOR DRAIN
 - CD CLEANOUT
 - CT CAST IRON
 - M.H. MANHOLE
 - CB CATCH BASIN
 - CW COLD WATER
 - SHOWER HD (SH)



SEE NOTE BOTTOM OF FIXTURE SCHEDULE

WATER SUPPLY RISERS
 NO SCALE



PLUMBING PLAN SCALE 1/8" = 1'-0"

BEACH HOUSE E.N. WARNER PARK		COMM.
CITY OF MADISON WISCONSIN		6142-D
Drawn By: W.W.	Checked By: [Signature]	WEILER AND STRANG AND ASSOCIATES ARCHITECTS AND ENGINEERS 810 UNIVERSITY BAY DRIVE MADISON 5, WIS. CEDAR 3-9753
Date: 1-9-62	Rev:	
SHEET		5



Department of Public Works

Engineering Division

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

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

Deputy City Engineer

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Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.

Christopher J. Petykowski, P.E.

Janet Schmidt, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

James M. Wolfe, P.E.

Facilities & Sustainability

Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

June 24, 2020

Pre-Bid Meeting/Site Visit

WARNER BEACH PARK SHELTER

CITY OF MADISON - CONTRACT #8850

PURPOSE: To clarify any concerns bidders may have with the solicitation documents, scope of work and other requirements.

NOTE: All questions or requests for clarifications regarding plans and specifications shall be published by Destree Design Architects and the CPM. Responses that change the contract scope and/or schedule will be published by Destree Design Architects and the CPM in the form of a bidding addendum that will be posted on Bid Express by the City of Madison.

1. Project Overview

- Demo of the existing beach house, slab and cap or abandon existing utilities as req'd.
- New Shelter building – this is the City's fifth prototype shelter; This shelter will include a pump room for the equipment needed for the Clean Beach enclosure system that will be installed under separate contract in Spring 2021;
- Site work including resurfacing and marking the existing parking lot after new bio-retention basins are added; bike parking stalls/racks; path to shelter and bike path with curb cut; dumpster enclosure with pad; piping to and from the new shelter pump room to the high water mark for the future beach enclosure system. Landscaping and Natural Play area will be completed by City of Madison Parks.

2. City of Madison Team Introductions

- City Project Manager (CPM): Laura Amundson
- Parks Project Manager: Sarah Lerner
- Jon Landsverk - Parks Operations (Not Present)
- John Fahrney – Engineering (Not Present)

3. A/E Project Team Introductions

- Destree Design Architects – Melissa Destree (Not Present) and Jason Ekstrom
- Burse Surveying & Engineering – Melissa Burse (Not Present) and Peter Fortlage (Not present)
- Hein Engineering – Mike Hein (Not Present)

4. Attendee Introductions

- Please see attached Sign-in

5. City of Madison Requirements - Overview

- Bid Requirements
 - i. Bids Due by 2:00 PM on Thursday, July 09, 2020
 - 1. Options
 - a. Electronically to Bid Express
 - b. Hand deliver to 1600 Emil St. to Alane Boutelle
 - i. Include Bid and SBE package.
 - ii. Door is locked but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to receive your bid.
 - iii. Until further notice, bid openings will be closed to the public but will be posted online after bid opening on the Public Works Contracts webpage.
- SBE Requirements – Contract Section C
 - i. Meetings are not being held in-person. Contractors can schedule one-on-one phone calls with Jaun Pablo Torres Meza in Affirmative Action to count towards good faith efforts. 608-261-9162 or jtorresmeza@cityofmadison.com
- Bid Bonds – Contract Section G
- Permits – Spec 00 31 46: GC responsible for obtaining all permits, inspections, and associated fees. City has secured and will pay fees listed in the Spec and Exhibits (City Building, City Plumbing; City Temp Sewer Plug; City Erosion & Storm Water permits; DNR General Permit-Grading <1 acre;
- Product Substitution Requirements
 - i. Specification Section 00 43 25 Substitution Request Form (During Bidding)
 - 1. Deadline by 5:00 p.m. Friday, June 26, 2020
 - ii. Specification Section 01 25 13 Product Substitution Procedures (After Bidding)

6. Project Special Requirements

- Asbestos report (Exhibit C) for the existing beach house; Will need DNR demo permit; Provide certified asbestos sub-contractor info prior to beginning work. All disposal manifests delivered to CPM
- Completion date of April 30th is required in order to run the beach enclosure equipment (separate contract) that will be put in the pump room. System needs to be functional early in the season to get ahead of beach conditions.
- City has COVID-19 requirements of jobsite employees and suppliers. See Exhibit J.

7. Schedule

- June 24 - Pre-Bid Meeting
- June 26 – Last day to request substitutions
- July 2 - GC's Prequalification application due by 2:00 PM
- July 3 - Last day City will accept questions from Contractors
- July 7 - City posts Addendum on Bid Express if required
- July 9 - Bids due by 2:00 PM either via Bid Express or to 1600 Emil St.
- July 9 - Bids opened starting at 2:30 PM
- ~Sept 8 – Start Work Letter issued/Pre-Con meeting

8. Site Visit

- Contractors are invited to enter the existing Beach House, one contractor group at a time in order to maintain social distancing protocols.

9. Questions/General Discussion

Q1: What is the foundation of the existing building?

A1: Existing plans show grade beams at the building perimeter and thickened slab under non load bearing masonry walls. See Addendum 1, Exhibit K

Q2: Is the GC responsible for asbestos abatement?

A2: Yes. See Special Provisions Section 104; 105.13; 108.2; and Exhibit C

Q3: Is the GC responsible for temporary facilities?

A3: Yes. See Special Provisions Section 105.12 and Specification 01 50 00 Temporary Facilities and Controls

Q4: Can submittals and other project paperwork be started before the official start work letter is received?

A4: The Start Work letter must be issued before work can proceed.

Warner Beach Park Shelter
Contract # 8850
Pre-Bid Meeting/Site Visit
Wednesday, June 24, 2020, 10:00 am

ATTENDEES
PLEASE SIGN-IN

NAME	COMPANY	EMAIL	PHONE
Low Olan	FINDAFF	madisonbldgs@findaff.com lolsone@findaff.com	442-7362

Jeremy Vaske
 Pre-Construction Manager / Sr. Estimator



Phone 608 257 2289
 Direct 608 661 6813
 Cell 608 438 4450
 jeremy@sullivan.designbuild.com

1314 Emil Street
 Madison, WI 53713
 sullivan.designbuild.com

Margaret Andrews
 Project Manager




Phone 608 257 2289
 Direct 608 661 6810
 Cell 608 444 7636
 margaret@sullivan.designbuild.com

1314 Emil Street
 Madison, WI 53713
 sullivan.designbuild.com

Casey Ward
 Project Manager

608.241.5454 office
 608.663.8982 direct
 608.381.8438 mobile
 cward@vogelbldg.com



5460 Fen Oak Drive, Madison, WI 53718 PO Box 7696, Madison, WI 53707-7696


NICHOLAS J. BEIL
 PROJECT MANAGER

RE STATE OF WISCONSIN

316 W. Washington Ave, Ste 900
 Madison, WI 53703

715.897.2219 (mobile)


nbeil@cdsmith.com
 www.cdsmith.com



DANIELS Commercial • Design-Build • Industrial
 General Contractors

Joe Daniels Construction Co., Inc.
 919 Applegate Road
 Madison, WI 53713
 Phone 608.271.4800
 Fax 608.271.4570
 Cell 608.576.7725

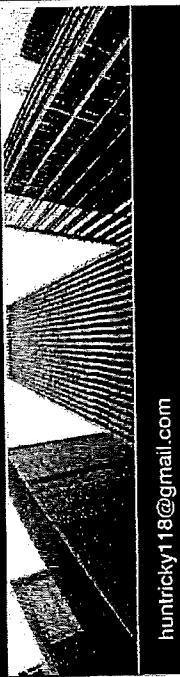
Kurt Femrite
 Project Manager
 kfemrite@danielsco.com



Kris Benish
 General Superintendent

Cell: 608.712.3085
 Email: kbenish@tri-north.com


Ricky Hunt Sr.
 President
 (608) 301-6964



Hunt and Collins Company
 We Deliver Perfection

P.O. Box 8871
 Madison, WI 53708

hunricky118@gmail.com



PIEPER ELECTRIC, INC.
 Solutions Powered by People Since 1947.

6361 N Towne Road
 Windsor, WI 53598

Ed Petersen
 Department Supervisor
 C: 608-829-4425
 C: 608-220-2585
 ed.petersen@pieperpower.com

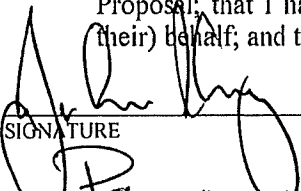
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE WARNER BEACH PARK SHELTER

CONTRACT NO. 8850

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.

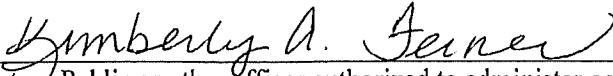
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 KENNETH F. SULLIVAN (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN ~~a partnership consisting of _____~~; ~~an individual trading as _____~~; of the City of MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



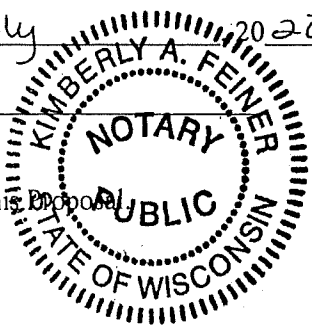
 SIGNATURE
President

 TITLE, IF ANY

Sworn and subscribed to before me this 9th day of July 2020.



 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 8/28/24
 Bidders shall not add any conditions or qualifying statements to this Proposal



Contract 8850 – Kenneth F. Sullivan Co.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

N/A

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

CONTRACT NO.

Small Business Enterprise Compliance Report

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

Cover Sheet

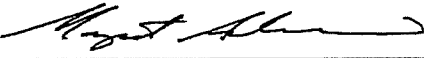
Prime Bidder Information

Company:	Kenneth F. Sullivan Co.
Address:	1314 Emil St.
Telephone Number:	608-257-2289
Fax Number:	608-257-2906
Contact Person/Title:	Jeremy Vaske, Estimator

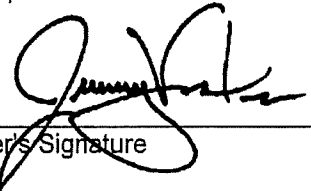
Prime Bidder Certification

Name:	Margaret Andrews
Title:	Project Manager
Company:	Kenneth F. Sullivan Co.

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

7-9-20

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
TKK Trucking	Trucking (Subcontractor to Excavator)	11.49 %
Burse Surveying	Surveyor	1.14 %
Subtotal SBE who are NOT suppliers:		<u>12.64</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
NONE		

Subtotal Contractors who are suppliers: 0 % x 0.6 = 0 % (discounted to 60%)
Total Percentage of SBE Utilization: 12.64 %.

WARNER BEACH PARK SHELTER

CONTRACT NO. 8850

DATE: 7/9/2020

Kenneth F. Sullivan Co.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - Demolition of existing beach house and Construction of foundation, building, MEP and required sitework per plans and specifications. -			
Lump Sum	1.00	\$688,900.00	\$688,900.00
1 Items	Totals		\$688,900.00

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:

WARNER BEACH PARK SHELTER CONTRACT NO. 8850

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

Kenneth F. Sullivan Co.

Name of Principal

By

Name and Title

Date

John Hulet
7/9/20
JOHN HULET PRESIDENT

Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety

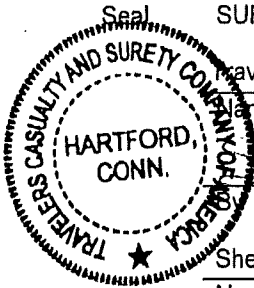
Sheila L Blum, Attorney-in-fact

Name and Title

6/24/20

Date

Sheila L Blum
6/24/20



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6517202 for the year 2020, 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.

6/24/20

Date

Agent Signature

PO Box 46490

Address

Madison, WI 53744

City, State and Zip Code

608-830-5805

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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

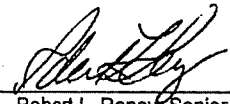
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shella Blum** of **MADISON** Wisconsin, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

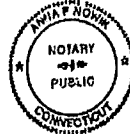
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

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

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

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

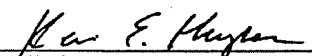
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24TH day of June, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of August in the year Two Thousand and Twenty between KENNETH F. SULLIVAN CO. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted AUGUST 4, 2020, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

WARNER BEACH PARK SHELTER CONTRACT NO. 8850

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 SIX HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 (\$688,900.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we Kenneth F. Sullivan Co.
as principal, and Travelers Casualty and Surety Company of America
Company of Hartford, Connecticut as surety, are held and firmly bound unto the City
of Madison, Wisconsin, in the sum of Six-hundred eighty-eight thousand nine hundred dollars
(\$688,900.00) 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:

**WARNER BEACH PARK SHELTER
CONTRACT NO. 8850**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in
the prosecution of said work, and save the City harmless from all claims for damages because of
negligence in the prosecution of said work, and shall save harmless the said City from all claims for
compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor,
then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 5th day of August 2020

Countersigned:

Margaret Adams
Witness

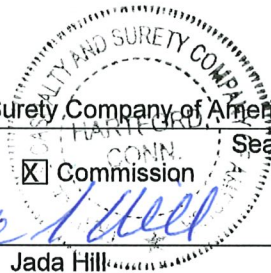
Kim Seiner
Secretary Treasurer

Approved as to form:

Michael Harris
City Attorney

Kenneth F. Sullivan Co.
Company Name (Principal)
[Signature]
President Seal

Travelers Casualty and Surety Company of America
Surety Seal
 Salary Employee Commission
By *Jada Hill*
Attorney-in-Fact Jada Hill



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 6525183 for the year 2020, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

8/5/2020
Date

Jada Hill
Agent Signature



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JADA L HILL** of **MADISON Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**WARNER BEACH PARK SHELTER
CONTRACT NO. 8850**

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

Countersigned:

KENNETH F. SULLIVAN CO.



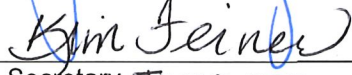
 Witness JEFFREY VASKE Date 7/30/2020

Company Name _____

 President Date 7/30/2020



 Witness Date 7/30/2020

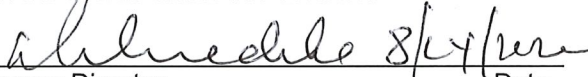


 Secretary Treasurer Date 7/30/2020


CITY OF MADISON, WISCONSIN

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


Approved as to form:




 Finance Director Date 8/14/20



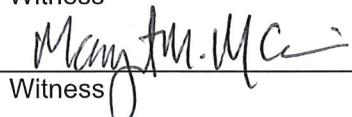
 City Attorney Date 8/25/2020




 Witness Date 8/25/2020



 Mayor Date 8/25/20



 Witness Date 8/14/20



 City Clerk for Date 8/14/20