

Contract Routing Form

ROUTING: Routine

printed on: 10/29/2020

Contract between: Building Restoration Corporation of WI
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Gates of Heaven Exterior Restoration

Contract No.: 8916
 Enactment No.: RES-20-00719
 Dollar Amount: 287,439.00

File No.: 62392
 Enactment Date: 10/26/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11/4/20	11/4/20
Director of Civil Rights	11/13/2020	11/13/2020
Risk Manager	11/16/2020	11/16/2020
Finance Director	11/16/2020	
City Attorney	11/20/2020	11/23/2020
Mayor	11/24/2020	11/24/2020

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

Original + 2 Copies

10/29/2020 18:17:47 enjls - Amy Scanlon, 267-0743

Dis Rights: OK (N/A) / Problem - Hold
 Prev Wage: AA / Agency (No)
 Contract Value: See above
 AA Plan: Approved
 Amendment / Addendum #
 Type: POS / Exp / Sbdv / Gov't /
 Grant (PW) Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 62392 **Version:** 1 **Name:** Awarding Public Works Contract No. 8916, Gates of Heaven Exterior Restoration.

Type: Resolution **Status:** Passed

File created: 9/28/2020 **In control:** Engineering Division

On agenda: 10/20/2020 **Final action:** 10/20/2020

Enactment date: 10/26/2020 **Enactment #:** RES-20-00719

Title: Awarding Public Works Contract No. 8916, Gates of Heaven Exterior Restoration. (2nd AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8916BidOpeningTab.pdf, 2. 8916 contract.pdf

Date	Ver.	Action By	Action	Result
10/20/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
10/7/2020	1	BOARD OF PUBLIC WORKS		
9/28/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for the Gates of Heaven Exterior Restoration at a total cost of \$310,430 including contingency. Sufficient budget authority for the proposed contract is available in the Parks Division capital project for Gates of Heaven (Munis 12890-51-140). No additional appropriation is required.

Awarding Public Works Contract No. 8916, Gates of Heaven Exterior Restoration. (2nd 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. 8916) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8916
GATES OF HEAVEN EXTERIOR RESTORATION

BUILDING RESTORATION CORPORATION OF WI

\$ 287,439.00

Acct. No. 12890-51-140: 54210 (91073)
Contingency 8%+

\$ 287,439.00
22,991.00

GRAND TOTAL

\$ 310,430.00

Demographics

Company Name: North American Specialty Insurance Company
 SBS Company Number: 54219627
 Domicile Type: Foreign
 NAIC Group Number: 181 - SWISS RE GRP
 Merger Flag: Yes

NAIC CoCode: 29874
 State of Domicile: New Hampshire
 Organization Type: Stock

Short Name:
 FEIN: 02-0311919
 Country of Domicile: United States
 Date of Incorporation: 11/23/1973

Address

Business Address
 5200 METCALF AVE
 OVERLAND PARK, KS 66202-1265
 United States

Mailing Address
 1200 MAIN ST STE 800
 KANSAS CITY, MO 64105
 United States

Statutory Home Office Address
 900 ELM STREET
 MANCHESTER, NH 03101
 United States

Main Administrative Office Address
 1200 MAIN ST STE 800
 KANSAS CITY, MO 64105
 United States

Phone, Email, Website

Phone Type	Number
Toll Free Phone	(800) 542-9200
Business Primary Phone	(913) 876-5200
Business Primary Phone	(603) 644-8600

Email
 No results found.

Website
 No results found.

Company Type

Company Type: Property and Casualty
 Status: Active
 Effective Date: 10/01/1999
 Issue Date: 01/11/1974
 Articles of Incorporation Received: No

Status Reason:
 Legacy State ID: 111693
 Approval Date:
 Article No:

Status Date: 01/11/1974
 Expiration Date:
 File Date:
 COA Number:

Appointments

Show 10 entries

Showing 1 to 3 of 465 entries

new

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
SAM NEWBERRY	244064	244064	Intermediary (Agent) Individual	Casualty	03/04/2011	02/10/2020	03/15/2021
NICHOLAS NEWTON	1033959	1033959	Intermediary (Agent) Individual	Casualty	09/25/2020	09/25/2020	03/15/2021
NICHOLAS NEWTON	1033959	1033959	Intermediary (Agent) Individual	Property	09/25/2020	09/25/2020	03/15/2021

First Previous 1 Next Last

Line Of Business

Show 10 entries

Showing 1 to 10 of 12 entries

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/11/1974
Automobile	Automobile	01/11/1974
Credit Insurance	Credit Insurance	10/01/1999
Disability Insurance	Disability Insurance	01/11/1974
Fidelity Insurance	Fidelity Insurance	01/11/1974
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/11/1974
Legal Expense Insurance	Legal Expense Insurance	01/11/1974
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/11/1974
Miscellaneous	Miscellaneous	01/11/1974
Ocean Marine Insurance	Ocean Marine Insurance	01/11/1974

First Previous 1 2 Next Last

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221582	38830	Fort Wayne Health & Casualty Insurance Company	Property and Casualty	N	N	10/01/2006	

Companies Absorbed

Name Change History

Previous Name	New Name	Effective Date
	North American Specialty Insurance Company	

\$287,439.00
ORIGINAL

BID OF BUILDING RESTORATION CORPORATION OF WI

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GATES OF HEAVEN EXTERIOR RESTORATION

CONTRACT NO. 8916

PROJECT NO. 12890

MUNIS NO. 12890-51-140

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 20, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

SECTION B: PROPOSAL SECTION..... B-1

SECTION C: SMALL BUSINESS ENTERPRISE C-1

SECTION D: SPECIAL PROVISIONS..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT E-1

SECTION F: BEST VALUE CONTRACTING F-1

SECTION G: BID BOND..... G-1

SECTION H: AGREEMENT..... H-1

SECTION I: PAYMENT AND PERFORMANCE BONDI-1

EXHIBITS FOR BIDDING PURPOSES:

Exhibit A – Gates of Heaven drawings dated June 8, 2020

Exhibit B – Gates of Heaven specifications dated June 8, 2020

REFERENCE DOCUMENTS FOR BIDDING PURPOSES:

REF DOC 1 – COVID-19 Requirements

This Proposal and Agreement have
been prepared by:

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

Robert F. Phillips

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

**SECTION A: RFB: 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:	GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO.:	8916
SBE GOAL	20%
SBE PRE BID MEETING	See Pre Bid Meeting info below
BID BOND	5%
OPTIONAL PRE-BID WALK THROUGH (2:00 P.M.)	TUESDAY JUNE 16, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY JUNE 18, 2020
BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS	THURSDAY JUNE 18, 2020
BID SUBMISSION (2:00 P.M.)	THURSDAY JUNE 25, 2020
BID OPEN (2:30 P.M.)	THURSDAY JUNE 25, 2020
PUBLISHED IN WSJ	JUNE 11 AND 18

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, jtortesmeza@cityofmdison.com.

OPTIONAL PRE BID BUILDING /SITE TOURS:

All contractors are invited to review the exterior of the project area at any time. One optional pre-bid walk through tour is being provided for Contractors to view the interior of the project area on June 16, 2020 at 2:00 P.M. Contractors will queue up on the north side to enter through the north door and exit through the front doors on the south side. One contractor group will be allowed in the building at a time in order to maintain social distancing protocols.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

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

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the CPM. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference GOH Floor #8916.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.**

PREQUALIFICATION APPLICATION:

Forms are available on our website, www.cityofmadison.com/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 by 2:00 P.M. **Bids received after 2:00 P.M. will not be opened.**

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 REF DOC 1 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

GATES OF HEAVEN EXTERIOR RESTORATION

CONTRACT NO. 8916

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, July 23, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, July 22, 2020**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 104 SCOPE OF WORK

This contract is for exterior restoration at Gates of Heaven Synagogue located at 300 E Gorham Street.

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.

The building is a locally designated landmark and individually listed on the National Register of Historic Places. Alterations the building must be reviewed and approved by the State Historic Preservation Office and the City Landmarks Commission before work can commence. The work described in the scope of work has been reviewed and approved. Deviations from this scope of work are not approved and will not be considered.

An interior floor replacement contract may be running concurrently with this exterior restoration contract. Contractors for each contract shall coordinate their efforts to ensure the safety of workers and the quality of the work.

The exterior restoration project work includes, but is not limited to, the following:

- Remove existing landmark plaque without damage to stone or plaque. Provide plaque to CPM for holding until ready for reinstallation.
- Remove items that are attached to the building and any abandoned metal anchors. Downspouts shall remain in functional order throughout the Work.

- Preliminarily spot clean existing Madison sandstone and brick using best historic preservation practices which may include laser cleaning, steam/mist cleaning, poultice cleaning, and combinations of these cleaning types. Power washing will not be utilized.
- Repair stone to address any areas that can be affected by water or allow water to enter the wall.
- Apply consolidation product to existing stone to bind friable and delaminating portions to the solid back up material.
- Remove existing mortar joints in stone and brick using hand tools and reciprocating cutters at head and bed joints. Rotary saws and other power tools will not be utilized.
- Repoint mortar joints in stone using mortar to match historic appearance, texture, pointing profile, and formulation.
- Repoint mortar joints in brick using mortar mixed on site to match historic appearance, texture, pointing profile, and formulation.
- Final cleaning of Madison sandstone and brick using best historic preservation practices which may include steam/mist cleaning, poultice cleaning, and combinations of these cleaning types. Power washing will not be utilized.
- Remove existing historic windows and doors and non-historic storm windows. Provide secure board coverings at each opening. Door coverings shall remain operable.
- Remove existing glass and hardware and salvage for reinstallation.
- Strip sash and doors using historic preservation best practices for paint removal.
- Repair damaged areas of wood windows, doors and related trim using historic preservation best practices.
- Repair existing window and door trim and prepare surfaces for paint.
- Prepare window and door surfaces for paint and glass/hardware reinstallation.
- Install glass using specified glazing compound.
- Repair existing hardware and reinstall. Provide and install missing hardware where applicable.
- Reinstall windows and doors in historic openings.
- Install new storm windows.
- Reinstall landmark plaque and other items that are attached to the building.

SECTION 104.1 LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented in the drawings (Exhibit A) and generally include 5 parking stalls in the parking lot. All use of the City Lands for Work – by the Contractor - shall be reviewed and approved by the City’s Project Manager.

No tobacco product use is allowed on the Lands for Work or James Madison Park.

Material storage, dumpster, and toilet shall be located in the Lands for Work area. Vehicles related to the project may utilize a maximum of three parking stalls in the adjacent parking lot each day that work is occurring on site.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2020 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits listed below.
- All Addenda to the bidding documents.

EXHIBITS FOR BIDDING PURPOSES:

Exhibit A – Gates of Heaven drawings dated June 8, 2020

Exhibit B – Gates of Heaven specifications dated June 8, 2020

REFERENCE DOCUMENTS FOR BIDDING PURPOSES:
REF DOC 1 – COVID-19 Requirements

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 City Project Manager (CPM) of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

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

SECTION 105.7 CONTRACT DOCUMENTS

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

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTIONS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall coordinate the work schedule around reservation dates for the building and start work when there is sufficient time to complete the entire work scope without interfering with reservations.

As indicated in section 104.1 LANDS FOR WORK, Gates of Heaven is located within James Madison Park. The Contractor for this Work must coordinate work and deliveries to allow access to the park at all times.

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

- Provide an anticipated work schedule including number of people, type of access, equipment, and duration. Schedule shall be supplied at least five (5) working days prior to the date access will be required.
- All tools, equipment, and materials shall be mobile and shall be secured in the building or moved back to the Lands for Work at the end of each work day.
- The Lands for Work shall be cleaned of dust and debris at the end of each work day.
- Minimize dust and debris from entering adjacent spaces.

All excessive noisy activities will need to be coordinated and scheduled with the CPM for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday and Sunday 10:00 A.M. to 7:00 P.M. in such a manner as to unreasonably interfere with the peace, comfort and quality of life

if the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

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

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

An interior floor replacement contract may be running concurrently with this exterior restoration contract. Contractors for each contract shall coordinate their efforts to ensure the safety of workers and the quality of the work.

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

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

SECTION 108.2 PERMITS AND LICENSING

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

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

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about August 17, 2020.

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the CPM.

Gates of Heaven is typically rented to private parties 12 months in advance. Exterior restoration work shall be scheduled so it does not interfere with existing facility reservations. The CPM will provide the Contractor with the reservation schedule and will provide subsequent updates as needed.

Once work commences, the Contractor must complete the work so that reservations are not affected. Work schedule plan must be reviewed with CPM before commencement of the work.

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

The Contractor shall have reached a level of Construction Closeout for all work NO LATER THAN Tuesday December 1, 2020.

SECTION 109.9 LIQUIDATED DAMAGES

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

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

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

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

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

POINTS OF CONTACT

Contractors with questions and concerns regarding the bidding documents shall contact the Project Manager by e-mail so we may properly log, track, and respond to all issues. Please reference GOH Exterior #8916 in the subject line of the email.

The City Project Manager for this contract is:

Amy Scanlon, Project Manager
PH: 608-267-0743
Email: ascanlon@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

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

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
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 19, 2020

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

City of Madison, Engineering Division

**CONTRACT NO. 8916
GATES OF HEAVEN EXTERIOR RESTORATION**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Gates of Heaven Exterior Restoration City of Madison, Contract #8916* and is hereby made a part of the contract documents.

This addendum consists of general project changes and answers to questions asked by interested bidders during the bidding process as follows:

Item 1: Due to the reservation schedule, security issues, and weather concerns, **the work will be completed in March, April, May and part of June 2021**. The bidding and contract documents will be finalized in 2020. Given this change in project schedule, the bid period is extended and **bids are now due August 6, 2020 at 2:00 P.M.** Prequalification applications are due by July 23, 2020. An optional pre-bid walk through of the building interior will take place on July 14, 2020 at 2:00 P.M. In addition, the following documents have been modified:

Page A-2 has been revised and is attached.

Article 103 in the Special Provisions has been deleted.

Page D-13, section 109.7 TIME OF COMPLETION has been revised. The start work letter should be issued on or about January 25, 2021. The Contractor shall have reached a level of Construction Closeout for all work no later than June 8, 2021.

Item 2: Surface water runs directly from the site to the adjacent water body. Water run off from work operations on site should be fully contained as required by Wisconsin Department of Natural Resources and City of Madison.

Question 1: Is there water and electric available on site for this work?

Answer 1: Yes. The electric service at Gates of Heaven is 120/240 volt single phase. Contractor is responsible for making any temporary alterations to address electrical usage and for coordinating those alterations with the City Project Manager. There is an exterior hose bib and water will be available. Specific conditions will be available for viewing during optional walk through.

Question 2: What is the schedule for the floor work and for the reservations for the building?

- Answer 2: The floor work will be completed in 2020. Due to Item 1 noted above, the Parks Division will block out reservations of the building to correspond with the exterior restoration work so there will not be a schedule conflict with building reservations in 2021.
- Question 3: Is the language about the grout filling relevant to this project?
Answer 3: No. That language (04 01 41, 1.3 b iii 2, 3 and 4) has been removed from the specification.
- Question 4: Should the exterior landscaping be protected or trimmed as necessary to do the work?
Answer 4: The existing plantings should be protected to the greatest extent possible and all decisions about trimming should be made in cooperation with the Parks Division and the Friends group.
- Question 5: What elements of the interior need to be painted as part of this work?
Answer 5: Interior painting should only occur at the damaged areas of trim related to the work at the windows and doors. The painting should be considered "repair" painting and should be carried to the nearest logical point in the trim which is typically a change in plane at a right angle.
- Question 6: Where is Stone Restoration Database Report that is referenced on sheet A200?
Answer 6: The Stone Restoration Database Report has been added to the Bid Express documents as Exhibit C.
- Question 7: There is conflict in the specification language and special provisions language about who is responsible for paying for permit fees.
Answer 7: The City will pay the permit fees. The Contractor will apply for the permits.
- Question 8: Clarification needed for replacement stone material related to Section 04 01 41 and if stone replacement should be treated as a change order.
Answer 8: The intent is to only use existing stone in the façade restoration. Introduction of new replacement stone is an option of last resort. The search for a suitable replacement stone is ongoing and further information will be available before work commences. New replacement stone will be addressed through change order.
- Question 9: What is the basis of quantity for each window?
Answer 9: The intent of the specification is to restore window sash and exterior trim to sound condition. If deteriorated wood is found during the restoration process that requires replacement of the sash element or Dutchman repair, that repair will be addressed through change order.

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

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

For questions regarding this bid, contact:

Amy Scanlon, Project Manager
PH: 608-267-0743
Email: ascanlon@cityofmadison.com

Sincerely,

 for:

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

**SECTION A: RFB: 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:	GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO.:	8916
SBE GOAL	20%
SBE PRE BID MEETING	See Pre Bid Meeting info below
BID BOND	5%
OPTIONAL PRE-BID WALK THROUGH (2:00 P.M.)	TUESDAY JUNE 16, 2020 & JULY 14, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY JULY 23, 2020
BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS	THURSDAY JULY 30, 2020
BID SUBMISSION (2:00 P.M.)	THURSDAY AUGUST 6, 2020
BID OPEN (2:30 P.M.)	THURSDAY AUGUST 6, 2020
PUBLISHED IN WSJ	JUNE 11, 18, 25, JULY 2, 9, 16, 23, 30

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.

OPTIONAL PRE BID BUILDING /SITE TOURS:

All contractors are invited to review the exterior of the project area at any time. Optional pre-bid walk through tours are being provided for Contractors to view the interior of the project area on June 16, 2020 and July 14, 2020 at 2:00 P.M. Contractors will queue up on the north side to enter through the north door and exit through the front doors on the south side. One contractor group will be allowed in the building at a time in order to maintain social distancing protocols.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

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

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the CPM. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference GOH Floor #8916.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.**

PREQUALIFICATION APPLICATION:

Forms are available on our website, www.cityofmadison.com/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.

if the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

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

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

~~An interior floor replacement contract may be running concurrently with this exterior restoration contract. Contractors for each contract shall coordinate their efforts to ensure the safety of workers and the quality of the work.~~

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

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

SECTION 108.2 PERMITS AND LICENSING

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

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

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about January 25, 2021.

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the CPM.

Gates of Heaven is typically rented to private parties 12 months in advance. Exterior restoration work shall be scheduled so it does not interfere with existing facility reservations. The CPM will provide the Contractor with the reservation schedule and will provide subsequent updates as needed.

Once work commences, the Contractor must complete the work so that reservations are not affected. Work schedule plan must be reviewed with CPM before commencement of the work.

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

The Contractor shall have reached a level of Construction Closeout for all work NO LATER THAN Tuesday June 8, 2021.

SECTION 109.9 LIQUIDATED DAMAGES

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



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
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
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 31, 2020

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

**CONTRACT NO. 8916
GATES OF HEAVEN EXTERIOR RESTORATION**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Gates of Heaven Exterior Restoration City of Madison, Contract #8916* and is hereby made a part of the contract documents.

This addendum consists of general project changes and answers to questions asked by interested bidders during the bidding process as follows:

- Item 1: Bidding process dates **are being extended** as follows:
Optional building/site walk through scheduled for August 18, 2020 at 2:00 PM
Prequalification Applications due September 17, 2020 at 2:00 PM
Bidder questions, clarifications, and requests for substitutions due September 17, 2020
Bid submissions due September 24, 2020 no later than 2:00PM
- Item 2: Historic masonry trainer and storm window preferred vendors are specified with the option for the Contractor to suggest a different vendor for Architect review and approval prior to submitting the bid. Please allow the Architect 48 hours in advance to review the suggested vendor.
- Question 1: Stone patch is listed in the specs but no stone patching is called for on the drawings. Please advise.
Answer 1: The intent of this project is to conserve all of the stone that currently exists as part of the historic fabric of the building. Final stabilization techniques will be determined in the field, but there will be no wholesale “patching” or replacing of building stone. Patching will be strategic, very limited in scope and by Change Order only.
- Question 2: It is stated on the drawings that no work is to take place at the apse. Please advise where and what specifically is being referred to as apse.
Answer 2: Apse, in architecture, is a semicircular or polygonal termination to the choir, chancel of, or aisle of a secular or ecclesiastical building (Encyclopedia Britannica). It is the curved portion of the building on the lake side (north elevation).
- Question 3: On the side of the building that faces Butler Street (west elevation) there is vegetation right

- against building. Can we cut the vegetation back a couple feet so we can execute the work?
- Answer 3: It may be necessary to work around the vegetation. The intent is to remove the minimum amount of vegetation in coordination with City of Madison Parks and the Friends of The Gates of Heaven.
- Question 4: Work is stated to be able to start in March but specs also say temperatures must be above 45 degrees for masonry construction or we will have to enclose the areas and heat them. Temperatures above 45 degrees at night are not typical until May in Madison. There are also liquidated damages specified if we are not complete on time. Please verify.
- Answer 4: There are no intended accommodations for heated enclosures. The intent in waiting until the spring of 2021 is to avoid cold weather for outside work. If a contractor chooses to enclose and heat the work areas, it will be at their own expense. There is work on the inside and preparatory work on the exterior that is not as temperature sensitive.
- Question 5: Specification Page 040141.1, Paragraph 1.3.b.iii. ... States that a dam should be created 4” to 6” in the mortar joints using closed cell foam back rods and then to backfill the mortar joints with low pressure grout system and then point the area a week or so later.
- Answer 5: There is no low pressure grout on this project – this scope will be removed from the specification. Please also see Addendum 01 Question and Answer 3.
- Question 6: The Stone Database, along with Sheet A201 and others, lists A through F (database is missing F) work flow. A, B, C, D, E and F all list exactly the same steps to be taken for reworking the stones. My interpretation of this is that each of these steps is necessary and should be done on each stone but the steps listed do not differentiate between Type A repair and a Type B repair. Step 1 on both of these repairs states that D/2 solution is to be used. Type B repair is where we remove and redress and reset stone. Step 1 on Type B is to use D/2 solution per the Stone Database and the various sheets. Should Step 1 be different depending on which repair is needed?
- Answer 6: No, the first step of all of the work is to remove contaminants using D2 from the stone and reassess the conservation methodology. This must be done in concert with the Owner and Architect. Please note that all ferrous anchors must be removed. Confirm all such locations and include in your bid.
- Question 7: On Type B repair the first step must be to remove the existing stone .. not to use D/2 solution. Please advise.
- Answer 7: The first step of all of the work is to use D2 and reassess the scope of work.
- Question 8: On the Window Restoration Notes per sheet A301 (and other sheets) the fifth bullet points states to REMOVE AND DISPOSE OF EXISTING GLAZING. The eighth and twelfth bullet points state to reuse the glazing. Please review and advise.
- Answer 8: The fifth note should read “REMOVE AND DISPOSE OF EXISTING LOOSE GLAZING” It is the intent of the project to allow sound glazing to remain.
- Question 9: On the Window Restoration Notes per sheet A301 (and other sheets) the window frames/components are called out to have paint SCRAPED, PRIMED AND PAINTED. The window sashes are called out to have ALL THE PAINT REMOVED. I want to verify that indeed it is acceptable to leave paint on the frames/components after scraping has occurred compared to removing ALL paint from sashes. Please review and advise.
- Answer 9: It is acceptable to leave paint on the frames and sash after scraping. All surfaces of frames and sash are to be sanded smooth so that painted and unpainted transitions are not felt. Remaining paint will be acceptable on the frames and sash as long as the surface is smooth and prepared for paint.
- Question 10: There is no spec section for the brick. The MADISON SANDSTONE RESTORATION spec section does not mention brick. Brick is only mentioned in the STONE GENERAL NOTES on the drawings (for example see A200 top left of page). I understand that all the brick is to be tuckpointed per the STONE GENERAL NOTES but there is no spec for mortar for the brick,

no spec for what to use for cleaning for the brick, no discussion of consolidant and if that is to be used for the brick, etc.

Question 10: It is intended that the same repointing and cleaning materials and methods are used in the brick areas as the stone. There will be no consolidation of the brick.

Question 11: The specs call for new protective covering system for the windows (see page 08 52 70.4 .. lines 204 to 208) from a specific supplier. I spoke with Mark Davidson from the specified supplier and there is some confusion.

Answer 11: Mark Davidson of Willet Hauser is aware of this project and will provide the same price for the specified scope (material and installation of storms only) to every bidder.

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

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

For questions regarding this bid, contact:

Amy Scanlon, Project Manager

PH: 608-267-0743

Email: ascanlon@cityofmadison.com

Sincerely,

Robert Phillips

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

**SECTION A: RFB: 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:	GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO.:	8916
SBE GOAL	20%
SBE PRE BID MEETING	See Pre Bid Meeting info below
BID BOND	5%
OPTIONAL PRE-BID WALK THROUGH (2:00 P.M.)	TUESDAY JUNE 16, 2020 & JULY 14, 2020 & AUGUST 18, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY SEPTEMBER 17, 2020
BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS	THURSDAY SEPTEMBER 17, 2020
BID SUBMISSION (2:00 P.M.)	THURSDAY SEPTEMBER 24, 2020
BID OPEN (2:30 P.M.)	THURSDAY SEPTEMBER 24, 2020
PUBLISHED IN WSJ	JUNE 11, 18, 25, JULY 2, 9, 16, 23, 30, AUGUST 6, 13, 20, 27, SEPT 3, 10, 17

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.

OPTIONAL PRE BID BUILDING /SITE TOURS:

All contractors are invited to review the exterior of the project area at any time. Optional pre-bid walk through tours are being provided for Contractors to view the interior of the project area on June 16, 2020 and July 14, 2020 at 2:00 P.M. Contractors will queue up on the north side to enter through the north door and exit through the front doors on the south side. One contractor group will be allowed in the building at a time in order to maintain social distancing protocols.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

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

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the CPM. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference GOH Floor #8916.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.**

PREQUALIFICATION APPLICATION:



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
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
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

September 18, 2020

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

**CONTRACT NO. 8916
GATES OF HEAVEN EXTERIOR RESTORATION**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Gates of Heaven Exterior Restoration City of Madison, Contract #8916* and is hereby made a part of the contract documents.

This addendum consists of general project changes and answers to questions asked by interested bidders during the bidding process as follows:

- Issue 1: Mortar type is being changed from 3.5 NHL to 2.0 NHL. A revised Specification section is attached.
- Question 1: Has the prescribed stone cleaning method been tested?
Answer 1: A light pressure wash is being specified. This method has not been tested.
- Question 2: Who is the warranted Roofing Contractor that should be contacted?
Answer 2: Maly Roofing. Contact Leroy Krapohl at 608-852-1571 or steepslope@malyroofing.com.
- Question 3: Sections 01 74 13 Progress Cleaning and 01 77 00 Closeout Procedures reference attic stock. Please confirm that there are no attic stock requirements for the project.
Answer 3: There is no attic stock requirement; however, the intent is for any unused materials to be left with the Owner at project completion. Those items may include replacement stone that was purchased for the project and not used, fabric of the existing stone that was not reused in the project, and unopened cans of paint.

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

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

For questions regarding this bid, contact:

Amy Scanlon, Project Manager

PH: 608-267-0743

Email: ascanlon@cityofmadison.com

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, flowing loops.

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

1 PART 1: GENERAL

2

3

1.1. SCOPE

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- a. The work under this section shall consist of providing all materials, labor, equipment, tools, protection and supervision necessary to complete the work.

6

7

1.2. RELATED WORK

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- a. Applicable provisions of Division 1 shall govern work under this Section.

10

11

1.3. DESCRIPTION

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- a. In addition to all other requirements, all work of this Section shall be performed under the guidelines of the Secretary of the Interior's Standards for the Treatment of Historic Properties and must comply with the Secretary of the Interior's Standards for Rehabilitation.

15

16

- b. The intent of this Section is:

17

18

- i. If the work is expected to extend into conditions where the average low temperature is less than 45 degrees Fahrenheit (for the city of Madison, Wisconsin: November 15 - May 1), scaffolding shall be fully tented utilizing a reinforced and grommeted scaffold enclosure system capable of withstanding all weather conditions including high winds such as Monarflex, Eagle or approved equal.

19

20

21

22

1. This is to provide a consistent environment for the work, which shall be executed continuously until completion.

23

24

2. Heat may be required depending on weather, enclosure shall be able to be heated without modification.

25

26

3. The cost to erect and to heat will be the responsibility of the Contractor should it be shown that the Work Schedule has not been met due to Contractor related causes

27

28

- ii. Training for the methods described below is part of the Contract and shall be included in the Bid and shall be administered by the Architect. The Historic Masonry Consultant/Certified Trainer (CT), while being paid via the Contract will act only in the Owner's behalf in conjunction with the Architect.

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30

31

- iii. Repoint the historic masonry walls to arrest water infiltration.

32

33

1. Provide adequate backing for the repointing mortar to perform, long-term in the conditions specific to this site.

34

35

2. Final point the wall (2.5X the width of the mortar joint) in two lifts using NHL 2.0 as specified herein.

36

37

- iv. To carefully deconstruct limited areas of the existing wall as required by the conditions.

38

39

- v. To save as much of the historic material as possible.

40

41

- vi. To repair all deteriorated stone that is deemed to be suitable for reuse.

42

43

- vii. That all repair and replacement materials will match historic construction in all physical and visual aspects, including material, form, color, texture, and workmanship.

44

45

- viii. That all work will be done using the gentlest methods available.

46

47

- c. Work includes, but is not limited to, the following:

48

49

- i. Repointing of all stone masonry as shown on the drawings.

50

51

- ii. Removal of previous cement-based coatings as shown on the drawings.

52

53

- iii. Final cleaning of all masonry surfaces upon completion of the repair work. 100% cleaning of the stone is a requirement of this bid. Final cleaning method will be confirmed onsite at the time of commencement. For the purposes of this bid assume a very low-pressure steam wash of all exposed surfaces.

54

55

- iv. Installation of a penetrating, breathable, non-film-forming and non-darkening stone consolidant and water repellent.

56

1.4. QUALITY ASSURANCE

57

58

- a. Pre-Construction Conference: Prior to beginning the work of this Section Masonry Contractor shall convene a meeting with the Architect and Owner's Representative(s) to review the requirements of the Quality Assurance Plan, Project Training Program, installation procedures, location of required test areas, and all job conditions and processes.

59

60

61

- b. Quality Assurance Plan: **Prior to beginning Work, submit a written Quality Assurance Plan to Architect and Owner for review and approval. Allow 2 weeks for review and approval**

62

63

- 64 **process. Do not proceed without written approval of plan.** The Owner's Quality Control
65 Representative and the Architect shall review work on a regular basis for conformance with the
66 approved Quality Assurance Plan. Quality Assurance Plan shall, at a minimum, include the
67 following items:
68
- 69 **i. Description of Training Program**
 - 70 1. Include certificate issuer name and qualifications with the specific requisites
71 established to meet the Historic Material Restoration Requirements (HMRR)
72 identified in the project documents.
 - 73 2. Identify the classroom curriculum and/or outline for the Architect's review
74 and approval.
 - 75 3. Provide a sample classroom examination
 - 76 4. Identify the field work verification process and confirm location and scope of
77 all mock-ups for Architect's review and approval.
 - 78 5. Provide a list of all sub-contractor and/or other employees that will submit to
79 the training and certification process.
 - 80 **ii. Required Training:** Work methods that require training by the Certified Trainer (CT) in
81 coordination with the Architect are as follows:
 - 82 1. Mortar Removal
 - 83 2. Repointing Mortar Preparation
 - 84 3. Repointing Mortar Installation
 - 85 4. Substitute Stone Patch
 - 86 5. Dutchman
 - 87 6. Cleaning (as required for Consolidant and Water Repellant Installation)
 - 88 7. Water Repellant Installation
 - 89 **iii. Access:** Describe all methods of mobilization and access to work areas.
 - 90 **iv. Dust Collection:** Describe methods of dust containment during the work of this section.
 - 91 **v. Protection:** Describe the methods of protecting surrounding stone and landscape. Submit
92 drawings of protection when requested by Architect.
 - 93 **vi. Means and Methods:** Describe the Work procedures, materials, and tools the contractor
94 proposes to use for each historic material restoration requirement specified.
 - 95 **vii. Sequence:** Describe the sequence of historic material restoration requirements.
 - 96 **viii. Adjustments for Weather:** Describe how the sequence of historic material restoration
97 requirements and the construction schedule changes as it relates to climate fluctuations
98 and protection of completed work.
 - 99 **ix. Survey/Layout:** Describe the methods for surveying original layout and collecting datum
100 points and plumb lines for rebuilding stone masonry.
 - 101 **x. Shoring:** Describe the methods for shoring and providing a safe working environment.
 - 102 **xi. Deconstruction:** Describe the methods for deconstruction and tools for cleaning stone for
103 reuse.
 - 104 1. Describe the methods for deconstruction of individual stone and tools for
105 cleaning the stone for reuse.
 - 106 2. Describe the method and approach to cleaning cement-based coating
107 materials from the stone face.
 - 108 3. Describe the complete stone removal procedures; include equipment,
109 approach and where (on-site or in shop) the stone will be redressed.
- 110 **c. Certified Trainer – CT:**
- 111 **i. The Contractor shall secure and pay for the services of an independent CT to provide the
112 on-site project training certificate program.**
 - 113 1. The independent CT shall have 10 years of experience in historic masonry
114 work and be well-versed in the requirements of the Secretary of the Interior's
115 Standards for Rehabilitation as they relate to the work of this Section.
 - 116 2. The CT will be responsible for issuing certificates and shall provide evidence
117 of training experience on 5 other projects of similar scope and scale.
 - 118 3. Product manufacturers, vendors, distributors, or suppliers of materials
119 specified in this Section shall not be permitted to offer on-site project training
120 certificates.
 - 121 **d. Project Training Program Definition and Use:**
 - 122 **i. All workers must obtain training certificate(s) in order to work on the project. Training
123 certificates are earned by individual workers and are issued with the understanding that
124 they are for limited time use for a specific historic masonry repair requirement.**
 - 125 1. The certificates cannot be earned by a company.
 - 126 2. The certificates are non-transferable and only valid for the specific
rehabilitation treatment specified. For example: this project has defined

- 127 several rehabilitation treatments in the scope that will require separate on-
128 site training sessions for issuance of the required project training certificates.
129 3. The contractor has the flexibility to assign workers that are most proficient in
130 the skills required for the specified rehabilitation treatment. It is not
131 necessary, nor a requirement of this specification, that all workers obtain all
132 project training certificates offered. A laborer, for example, may need to
133 become proficient at historic material removal, documentation, and inventory
134 control, as well as mortar mixing, but not need to be qualified to set stone or
135 prepare stone surfaces for repair.
136 4. The contractor must assign workers to tasks that the workers are certified in
137 only. Non-certified tasks may be undertaken by any personnel.
138 5. The contractor in consultation with the Historic Masonry Consultant shall
139 develop a method for identifying workers and their certifications to aid in the
140 review of workers and their work.
141 ii. Owner reserves the right to remove any workers from the project site who does not meet
142 the standards and performance criteria as described in this section.
143 e. Stone Rehabilitation Firm Qualifications:
144 i. The masonry rehabilitation firm shall perform all work in this section. The firm shall have
145 completed work similar in material, design, and extent to that indicated for this Project and
146 shall demonstrate a record of successful in-service performance. Proven implementation
147 of the Secretary of the Interior's Standards for Rehabilitation: Preservation Briefs #1 and
148 #2 and compliance with TMS 402-08/ACI 530-08/ASCE 5-08 are required.
149 f. Field Supervision:
150 i. Masonry rehabilitation firms shall maintain an experienced full-time supervisor on the
151 Project site at all times when stone masonry rehabilitation is in progress. A single
152 individual shall be responsible for supervising the stone masonry rehabilitation work
153 throughout the duration of the Project.
154 g. Stone Rehabilitation Worker Qualifications:
155 i. Rehabilitation specialist firms must employ craftsmen who are experienced with and
156 specialize in rehabilitation work of the types they will be performing.
157 ii. All rehabilitation treatments must be performed by a project - certified craftsman who is
158 familiar with historic stone construction. The Contractor shall provide proof of such
159 knowledge to the Architect by submitting a project training certificate for each worker for
160 each rehabilitation treatment to be assigned.
161 iii. Only skilled journeyman masons who are familiar with and experienced with the materials
162 and methods specified, and who have successfully obtained a Project Training Certificate
163 as defined herein and are familiar with the design requirements shall be used for the
164 scope of this Section.
165 h. Source Limitations:
166 i. Each type of material for stone rehabilitation shall be obtained from a single source with
167 resources sufficient to provide materials of consistent quality in color, texture, detailing,
168 appearance and physical properties.
169 i. Mock-ups:
170 i. All submittals as noted herein shall be submitted and approved prior to the creation of
171 mock-ups.
172 ii. Consult the Architect for placement, size, and location of mock-ups. Mock-ups shall
173 demonstrate to the Architect and Owner the methods and quality of workmanship to be
174 performed in all stone treatments.
175 iii. The Architect and the CT shall be onsite and will guide/direct the mock-up process.
176 iv. The mock-ups shall be installed and approved as part of the certification process required
177 under this contract; and shall be required only for those treatments that are included in this
178 scope of work.
179 v. Prepare mock-ups directly on the existing historic wall under the same weather conditions
180 expected during the remainder of the work.
181 vi. Throughout rehabilitation, retain approved mock-up panels in undisturbed condition,
182 suitably marked, as a standard for judging completed work.
183 1. There shall be one approved mock-up for every worker and every treatment
184 for which they are certified.
185 vii. Mock-ups shall include separate treatments, as called out on the drawings and related
186 specification Sections, see Part 3 – Execution herein. These are as follows:
187 1. Repointing Mortar Preparation and Installation - Repoint mortar joints, 8 feet
188 in length and two (2) courses high. (Training and Certification for this task is
189 required)

- 190 2. Dutchman (As-needed basis only, by change-order if required)- Undertake
- 191 Dutchman repairs in two (2) locations, including one that is only cut and
- 192 prepared for application. (Training and Certification for this task is required)
- 193 3. Cleaning – Cleaning will be required as part of the consolidant and water
- 194 repellant installation process (follow the materials' manufacturers'
- 195 requirements at all times)
- 196 4. Stone consolidant installation – Provide mock-up of installed stone
- 197 consolidant limited to a 4' X 4" area of properly restored and cleaned stone
- 198 wall, near grade including both stone types.
- 199 5. Mortar removal
- 200 6. Patch material removal
- 201 7. Redress
- 202

203 1.5. SUBMITTALS

- 204
- 205 a. Submit the following items in time to prevent delay of the work and to allow adequate time for
- 206 review. Do not order materials or start work before receiving written approval.
- 207 i. All testing shall be coordinated by: John Lambert, 681 South 4050 West, Salt Lake City,
- 208 UT 84104; (801) 509-5099 email: john@masonry-restoration.com
- 209 ii. Preferred Laboratory Vendor (on an as-needed basis only): AMT Laboratories • 3741
- 210 Greenway Circle • Lawrence, Kansas 66046 • (888) 376-3600
- 211 b. Quality Assurance Plan
- 212 i. Submit written plan as outlined in the Quality Assurance Section for the work of this
- 213 Section.
- 214 c. Historic Masonry Consultant – Training Program Instructor
- 215 i. Preferred Vendor: John Lambert, Historic Masonry Trainer/Abstract Masonry Restoration,
- 216 Inc., 681 South 4050 West, Salt Lake City, UT 84104; (801) 509-5099 email:
- 217 john@masonry-restoration.com
- 218 ii. Other vendors may be considered but must be vetted and approved by the Architect
- 219 PRIOR to submitting bid. No substitutions will be allowed after the Bid due date.
- 220 1. Project Training Program Plan
- 221 a. Submit written documentation of a training certificate program which
- 222 complies with ASTM E2659-09 Standard Practice for Certificate Programs
- 223 specific to the rehabilitation treatment requirements of this project. At a
- 224 minimum the training program shall include all stone treatment requirements
- 225 listed on the drawings and the removal of both cement-based mortars and
- 226 lime mortar and installation of lime mortar. The documentation shall include:
- 227 the number of learning events; a defined scope of training; a list of learning
- 228 objectives, outcomes, assessment, and evaluation; samples of written tests;
- 229 description of skills testing methodology; and requisites to obtain a
- 230 certificate.
- 231 2. Project Training Certificates
- 232 a. Submit written project training certificates from an independent Historic
- 233 Masonry Consultant – Training Program Instructor verifying that all workers,
- 234 installers, supervisors, project managers, and foremen have successfully
- 235 completed the requisites from the on-site training program specific to the
- 236 rehabilitation treatments assigned to them individually and as specified for
- 237 this project.
- 238 d. Stone Samples for Verification
- 239 i. Before erecting mockup, submit samples of the following:
- 240 1. Stone Replacement – Full New Stones – Full new stones shall meet
- 241 specification requirements for color texture, density, technical performance,
- 242 and stone type.
- 243 2. Stone Replacement – Cut Stones – Create each profile for review and
- 244 approval.
- 245 ii. Substitute Stone Repair Material – Provide at least two samples for patching material that
- 246 will match the existing stone. Patching shall match existing stone; therefore, multiple
- 247 submittals are expected. Substitute stone repair material will not be permitted to be
- 248 applied in missing areas of more than 2 inches deep.
- 249 iii. Qualification Data for Stone Rehabilitation Firm – The firm must submit written
- 250 documentation of at least five (5) individual projects completed in the last 15 years with at
- 251 least two (2) projects over \$1 million dollars for which they have been the primary masonry
- 252 specialist. Work must be performed by a contractor with 15 years of documented

- 253 successful experience in comparable historic stone masonry rehabilitation projects in size,
254 age and material and who employs personnel skilled in the rehabilitation treatments and
255 rehabilitation process and operations indicated.
- 256 1. The written submission must include the following:
 - 257 a. Name and address of project
 - 258 b. Name, address and phone numbers of Client
 - 259 c. Date of project completion
 - 260 d. Age of structure and whether it was listed on the National Register of
261 Historic Places or is designated as a Historic Landmark
 - 262 e. How the work scope was specifically delivered to comply with the
263 Secretary of the Interior's Standards for Rehabilitation.
 - 264 f. Size of the project, in terms of square feet of stone masonry restored
 - 265 g. List of materials (including names and manufacturers) used on project
 - 266 iv. Qualification Data for Stone Rehabilitation Field Supervisor –The firm must submit written
267 documentation of at least 5 projects that the Field Supervisor has supervised. The projects
268 may include those that were completed under the employment of a different firm. The list
269 must include projects that are similar in size, age and material to the current project. All
270 stone treatments must be performed and supervised by craftsmen whom are familiar
271 with historic stone masonry construction.
 - 272 a. The written submission must include the following:
 - 273 b. Name and address of project
 - 274 c. Name, address and phone numbers of Client
 - 275 d. Date of project completion
 - 276 e. Size of the project, in terms of square feet of stone masonry required
 - 277 f. List of materials (including names and manufacturers) used on project
 - 278 g. Name(s) of firm(s) the work was performed under, if different from
279 submitting firm
 - 280 h. Proof of expertise in historic stone masonry, as indicated by a
281 rehabilitation treatment certificate from the training program defined in
282 this specification
 - 283 v. Qualification Data for Stone Rehabilitation Workers – The firm must submit the name of
284 each craftsperson who will be assigned to this project. Only skilled journeyman masons,
285 trained and certified by the historic masonry consultant, shall be used for masonry
286 rehabilitation. All stone treatments must be performed and supervised by craftsmen
287 who are familiar with historic stone masonry construction.
 - 288 a. Include the following:
 - 289 b. Name of craftsperson
 - 290 c. Position craftsperson will hold on this project
 - 291 d. Number of years working as a masonry rehabilitation specialist
 - 292 e. Proof of expertise in historic stone masonry, as indicated by a project
293 certificate from the training program defined in this specification
 - 294 f. Submit digital photographic documentation proposed procedures

295
296 **1.6. SUBSTITUTIONS**

- 297
- 298 a. If alternatives to the methods and materials indicated are proposed for any phase of rehabilitation
299 work, the Contractor shall provide written descriptions and programs of testing and install all test
300 panel samples and mock-ups to demonstrate the effectiveness of the alternatives for use on this
301 project.
 - 302 b. The Contractor must provide documentation showing compliance with the requirements for
303 substitutions and the following information:
 - 304 i. Coordination information, including a list of changes to other work that will be necessary to
305 accommodate the substitution
 - 306 ii. A comparison of the substituted products and materials with the specified products and
307 methods, including performance, weight, size, durability, and visual effect.
 - 308 iii. Certification that the substitution conforms to the contract documents and is appropriate
309 for the applications indicated. Material substitution requests must be accompanied by
310 independent laboratory test reports from a lab designated by the Architect to establish
311 equivalent performance levels and specification compliance. The Architect shall designate
312 the testing lab, and the party requesting the substitution shall pay for testing.

313
314 **1.7. PRODUCT DELIVERY, STORAGE AND HANDLING**

315

- 316 a. Deliver and store materials in manufacturer's original unopened containers bearing labels indicating
- 317 the grade, batch, production data, type, and names of products and manufacturers.
- 318 b. During storage and construction, protect rehabilitation materials from wetting by rain, snow or
- 319 ground water, and from staining or intermixture with earth or other types of materials.
- 320 c. Protect stone and other materials from deterioration by moisture and temperature. Store stone in a
- 321 dry location or in waterproof containers. Keep stone on pallets. Do not shrink wrap stone on pallets.
- 322 d. Comply with product manufacturer's recommendations for minimum and maximum temperature
- 323 requirements for storage.
- 324 e. Comply with the manufacturer's written specifications and recommendations for application and
- 325 installation.
- 326 f. Store all materials in a location that will not impede the progress of the work.
- 327

328 1.8. PROJECT CONDITIONS

- 329
- 330 a. Do not perform any masonry work unless air temperatures **within the required scaffold**
- 331 **enclosure** are between 40 degrees Fahrenheit (10 degrees Celsius) and 95 degrees Fahrenheit
- 332 (32 degrees Celsius) and will remain so for at least 120 hours after completion of the work. To
- 333 prevent premature evaporation of the mortar, phase masonry work during hot weather by
- 334 completing the process on the shady side of the wall or by scheduling installation of materials
- 335 during cooler evening hours.
- 336 b. Do not use frozen materials or materials mixed or coated with ice or frost. Do not lower the freezing
- 337 point of mortar by the use of admixtures or anti-freeze agents, and do not use chlorides in the
- 338 mortar.
- 339 c. Prevent mortar from staining the face of the masonry or other surfaces to be left exposed.
- 340 Immediately remove all mortar that comes in contact with any surface.
- 341 d. Cover partially completed work when work is not in progress.
- 342 e. Protect projections from droppings.
- 343 f. Damage occurring to the structure as a result of the Contractor's failure to protect against such
- 344 damage shall be the Contractor's responsibility. The contractor shall restore damaged areas to the
- 345 complete satisfaction of the Architect at no expense to the Owner.
- 346 g. Cold-Weather Requirement for masonry repair and mortar:
- 347 i. Follow ACSI 530 and manufacturers written installation requirements.
- 348 h. Hot-Weather Requirements:
- 349 i. Protect masonry repair and mortar-joint pointing when temperature and humidity
- 350 conditions produce excessive evaporation of water. Provide artificial shade and wind
- 351 breaks and use cooled materials as required. Do not apply mortar to substrates with
- 352 temperatures of 90 degrees Fahrenheit and above.
- 353

354 PART 2: PRODUCTS

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356 2.1. MANUFACTURERS

357

- 358 a. In other Part 2 articles where titles below introduce lists, the following requirements apply for
- 359 product selection:
- 360 ii. Products: Subject to compliance with requirements, provide one of the products specified.
- 361 iii. Manufacturers: Subject to compliance with requirements, provide products by the
- 362 manufacturers specified.
- 363

364 2.2. SUBSTITUTE STONE REPAIR COMPOUND

365

- 366 a. Substitute Stone Patch (SSP) Material: Must use only mineral-based, single component products
- 367 that contain natural binders; no synthetic polymers or additives are permitted. Substitute stone
- 368 material must be pre-mixed in a quality-controlled factory, with only the addition of water required at
- 369 the site prior to installation.
- 370 b. Acceptable materials:
- 371 i. Jahn M70 Repair Mortar, Cathedral Stone Products, Jessup, Maryland
- 372 ii. Custom System 45, Edison Coatings, Plainville, Connecticut
- 373 c. Substitute Stone Patch Material shall be custom colored to match the existing stone and produced
- 374 in a quality-controlled factory environment. The contractor will be expected to keep a stock of a
- 375 range of six (6) custom colors.
- 376 d. No field mixing of color pigments into the repair materials without preapproval is permitted on-site.
- 377 e. No color staining of existing stone or newly applied repair materials is permitted.
- 378 f. Apply substitute stone materials to areas no more than 2 inches in depth and 3 inches wide or as

379 specifically allowed by the manufacturer.

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2.3. STONE REPLACEMENT MATERIAL

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2.4. ALL MORTAR MATERIALS – For Bedding Mortar and Repointing Mortar

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2.5. STONE CONSERVATION TREATMENT (CONSOLIDANT)

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2.6. OTHER MATERIALS

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- i. Consolidant: Conservare H100 Consolidation Treatment by Prosoco
 - a. This product has been tested and has been confirmed to be effective as a conservation treatment for Madison Sandstone
 - b. As part of this project, and immediately after Execution of the Contract for Construction, the Contractor shall at the Architect's direction, extract three (3) 2 inch pieces of stone from the Gates of Heaven for final confirmation of the stone conservation treatment's effectiveness for this specific application
 - c. Testing will be completed as specified herein and the results will be provided to the Owner and Architect

- a. Expansion Anchor: HY 150 Max with stainless steel bolt washer and nut, manufactured by Hilti, Inc., 1132 Miller Park Way, Milwaukee, Wisconsin, 53214, us-sales@hilti.com.

- 442 b. Shims: 2 inch by 4 inch by 1/16 inch, 1/8 inch, and 1/4 inch, plastic shims as manufactured by
443 Racknow Polymers and distributed by Lance Construction Supplies, Inc., Chicago, Illinois, or
444 approved equal.
- 445 c. Strap Anchors: "No. 141 U-Type Stone Anchor," 8 inches long by 1-1/4 inch wide with a 7/8 inch
446 bend (Interior dimension). 16 gauge or 0.625 inch (1/16 inch) thickness, stainless steel conforming
447 to ASTM A 167, AISI Type 304, as manufactured by Heckmann Building Products, Inc., Melrose
448 Park, Illinois.
- 449 d. Dowels (Pins): 3/8 inch diameter by 4 inch long, smooth finish, stainless steel, conforming to ASTM
450 e. 267, AISI Type 304 or 316.
- 451 f. Water: Potable (this means that you should be able to drink it), fresh, clean, clear and free from
452 injurious amounts of sewage, oil, acid, alkali, salts, organic matter or other detrimental substances.
- 453 g. Structural Angle Steel Lintels: hot dipped galvanized ASTM A36 steel – galvanized post
454 modification.
- 455 h. Helical Anchors (As needed only): Such as Spira-Lok helical wall tie system by Blok-Lok. Confirm
456 size and confirm with Architect prior to use.
- 457 i. Masonry Adhesive: Such as Ultimate Modified Polyurethane Hybrid (MPH), color: Buff, by
458 Bonstone Materials Corp.
- 459 j. Crack Injection Material: Depending upon condition in field (characteristics of crack) the following
460 materials may be used:
- 461 i. Dispersed Hydrated Lime Injection Mortar such as DHL-IM by US Heritage Group or
462 approved equal.
- 463 ii. Last Patch Gel by Bonstone Materials Corp.
- 464 iii. Crack Repair 31, Low Viscosity Crack Injection Resin by Bonstone Materials Corp.
- 465 k. Cleaner for Asphalt Tar and Non-Silicone Sealant: Thixotropic stripping compound such as Sure
466 Klean Fast Acting Stripper by Prosoco or approved equal.
- 467 l. Cleaner for Silicone Sealants: Such as Sure Klean Dicone NC9 by Prosoco or approved equal.
- 468 m. Other Items: All other materials not specifically described but required for a complete and proper
469 installation of the Work in this Section, shall be selected by the Contractor subject to approval by
470 the Architect.

471

472 PART 3: EXECUTION

473

474 3.1. EXAMINATION

475

- 476 a. The Contractor shall have the sole responsibility for the accuracy of all measurements and for the
477 estimate of material quantities required and necessary to satisfy the requirements of these
478 Specifications. It is the intent of this project to salvage, preserve and reuse existing stone to the
479 greatest extent possible.
- 480 b. Whenever possible, where full stone replacement is deemed necessary, use approved original
481 material.
- 482 c. Should replacement stone be required due to irreparable damage; match all physical properties
483 including color, texture and size of existing stone.
- 484 d. Verify that installation conditions are satisfactory to receive work of this Section.
- 485 e. Do not proceed until unsatisfactory conditions have been corrected.
- 486 f. Beginning work constitutes the Contractor's acceptance of conditions as satisfactory.
- 487 g. During deconstruction, as well as rehabilitation operations, restore all areas to a weathertight
488 condition each day and/or before inclement weather commences.

489

490 3.2. SUBSTITUTE STONE PATCH (SSP)

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- 492 a. Substitute stone repairs require a moldable, plastic filled material applied directly to the loss area
493 and set into place by its own adhesion to the stone substrate. Such stone repair mortars and
494 putties are typically offered by manufacturing companies that do not sell stone.
- 495 b. Substitute stone material may not be installed in thicknesses exceeding 2 inches. Stone repairs in
496 excess of 2 inches thick will require reconfiguring the stone in lieu of performing other repairs.
- 497 c. Remove all loose mortar and masonry prior to installation of the substitute stone material. "Sound"
498 the masonry with a hammer to verify its integrity. If necessary, cut away an additional 1/2" of the
499 stone substrate to ensure the surface to be repaired is solid and stable. Remove any sealant
500 residue.
- 501 d. Cut out all cramp anchors, threaded rod anchors and/or dowels within the damaged masonry area.
502 Any anchors that are free of rust, solidly embedded, and do not project beyond the solid masonry
503 surface may remain. All others should be removed.
- 504 e. Using clean water and a scrub brush, clean all dust from surface and pores of the substrate.

- 505 f. For very dry or porous surfaces, pre-wet the substrate ahead of time to prevent the substrate from
506 drawing moisture out of the repair too quickly. Re-wet the surface immediately before applying the
507 repair material.
- 508 g. Use methods established in project training program to deliver the substitute stone repair work as
509 demonstrated and approved by the Architect and Owner.
- 510 h. Curing methods vary in different parts of the country and at different times of the year, calling for
511 different amounts of water to be used in the first 36 hours after application. Adjustments also have
512 to take into account how much time is remaining before freezing weather occurs.
- 513 i. Follow all manufacturers' instructions pertaining to the placement of materials. If the manufacturer
514 requires that installers of a specified product be trained, provide this documentation to the Architect
515 and supporting documentation. Training certificates previously issued by product companies for the
516 application of specified products may not be substituted for the Project Training "Substitute Stone
517 Certificate" on this project. Applicators previously trained by product companies are encouraged to
518 work on this specific scope, but it is not a mandatory requirement of this specification, only that of
519 the product company to ensure the proper placement of the materials.
- 520 j. Only rehabilitation technicians that hold a Project Training "Substitute Stone Repair Certificate" will
521 be permitted to work on the scope of this stone repair treatment as defined.
522

523 3.3. FERROUS ANCHOR/BOLT REMOVAL
524

- 525 a. Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use
526 unless identified as historically significant or indicated to remain. Remove landmark plaque without
527 damage to plaque and surrounding stone and provide to Owner for storage.
- 528 b. Remove items carefully to avoid spalling or cracking masonry.
- 529 c. If item cannot be removed without damaging surrounding masonry, cut off item flush with surface
530 and core drill surrounding masonry and item as close around item as practical.
- 531 d. Only rehabilitation technicians that hold a Project Training "Ferrous Anchor/Bolt Removal
532 Certificate" will be permitted to work on the scope of this stone repair treatment as defined.
533

534 3.4. STONE PLUG REPAIR
535

- 536 a. At locations where ferrous anchor bolts and the like are removed prepare a replacement plug by
537 core-drilling replacement stone. Use a drill sized to produce a core that will fit into hole drilled in
538 damaged stone with tolerances of no more than +/- 1/16 inch.
- 539 b. Adhere the repair piece with substitute stone patch material and clamp so the seam may cure. Prior
540 to adhering with stone patch compound, the new piece of stone shall be carved and refined to
541 match the surface of the adjacent original stone in both profile and finish. This step is necessary to
542 allow a virtually invisible replacement repair.
- 543 c. Use methods established in project training program to deliver acceptable repair work as
544 demonstrated and approved by the Architect and Owner.
- 545 d. Prior to installing the new piece, the stone shall be carved and refined to match the surface of the
546 adjacent original stone in both profile and finish. This step is necessary to allow a virtually invisible
547 replacement repair. Adhere the repair piece with an appropriate adhesive and clamp so the seam
548 may cure. Provide adhesive options to the CT and Architect for review and approval.
- 549 e. Only rehabilitation technicians that hold a Project Training "Stone Plug Repair Certificate" will be
550 permitted to work on the scope of this stone repair treatment as defined.
551

552 3.5. STONE REMOVAL AND REPLACEMENT
553

- 554 a. When directed, remove stone that has deteriorated or is damaged beyond repair. Carefully
555 demolish or remove entire units from joint to joint, without damaging surrounding stone, in a
556 manner that permits replacement with full size units.
- 557 b. Sort stone by size and zone for future use.
- 558 c. Support and protect remaining stonework that surrounds removal area and adjoining construction
559 in an undamaged condition.
- 560 d. Remove in an undamaged condition as many whole stone units as possible.
- 561 e. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, needle scalers,
562 brushes, and water.
- 563 f. Remove sealants, asphalt and other asphaltic materials by cutting close to stone with utility knife
564 and cleaning with solvents.
- 565 g. Reuse salvaged stone to the fullest extent possible. Integrate new replacement stone in concealed
566 areas or shielded from public view.
- 567 h. Deliver cleaned stone not required for reuse to Owner.

- 568 i. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in
569 preparation for replacement.
570 j. Only rehabilitation technicians that hold a Project Training "Stone Removal and Replacement
571 Certificate" will be permitted to work on the scope of this stone repair treatment as defined.
572 k. Replace removed stone with other removed stone, where possible, or with new stone matching
573 existing stone, including size. Butter vertical joints for full width before setting and set units in full
574 bed of mortar, unless otherwise indicated.
575 l. Rake out mortar used for laying stone before mortar sets and point new mortar joints in repaired
576 area to comply with requirements for repointing existing stone, and at same time as repointing of
577 surrounding area.
578 m. Only rehabilitation technicians that hold a Project Training "Stone Removal and Replacement
579 Certificate" will be permitted to work on the scope of this stone repair treatment as defined.
580

581 3.6. DUTCHMAN (AS REQUIRED ONLY, BY CHANGE ORDER)
582

- 583 a. Remove damaged stone to a specified depth and insert a new piece of stone to fit in the opening to
584 create the appearance of a seamless patch.
585 b. Carefully remove the deteriorated stone material in a larger stone. The Dutchman repair will be
586 required on stones with surface face loss which exceeds 2 inches minimum in depth.
587 c. At locations indicated, remove regular geometric portions of stone units. Carefully remove stone by
588 making vertical and horizontal saw cuts at face of stone and demolishing corner portion of stone
589 unit to depth required for fitting partial replacement. Make edges of stone at cuts smooth and
590 square to each other and to finished surface.
591 d. Remove loose mortar particles and other debris from surfaces to be bonded and surfaces of
592 adjacent stone units that will receive mortar by cleaning with stiff-fiber brush.
593 e. The new piece must precisely fit into place with tolerances of no more than +/-1/16-inch. Supporting
594 rods of stainless steel may be necessary for some Dutchman repairs, depending on the extent of
595 the repair and the location.
596 f. Prior to installing the new piece, the stone shall be carved and refined to match the surface of the
597 adjacent original stone in both profile and finish. This step is necessary to allow a virtually invisible
598 replacement repair. Adhere the dutchman with an appropriate adhesive and clamp so the seam
599 may cure. Provide adhesive options to the CT and Architect for review and approval.
600

601 3.7. POINTING OF MORTAR JOINTS IN STONE
602

- 603 a. Center Cut Method: Existing horizontal mortar joints (bed joints) may be raked out using hand tools
604 and reciprocating cutters that is narrower than the joint width but not more than 50%. Center cut
605 only with mechanical means. Rotary saws and grinders are not permitted.
606 b. The vertical mortar joints (head joints) may be treated as horizontal mortar joints for this project due
607 to the size of the stone and mortar joints. DO NOT OVERCUT. Overcutting may require the hand
608 removal of all vertical mortar joints. This process will be subject to review and rejection by the
609 Owner and/or the Architect depending on Contractor performance.
610 c. All joints (unless otherwise noted) shall be raked back to sound, solid, back up material. All raking
611 out should leave a clean, square face at the back of the joint to provide for maximum contact of
612 pointing mortar with the masonry back up mortar.
613 d. Shallow or feather edging shall not be permitted.
614 e. If, after mortar is raked back voids are encountered in the historic mortar, then prepare the joint to
615 provide a proper substrate for pointing mortar installation (tamp pointing).
616 f. Existing mortar joints shall be raked out a minimum depth of 4" to 6"
617 g. Contractor shall not widen the existing masonry joints.
618 h. The surrounding masonry edges shall not be spalled or chipped in the process of mortar removal.
619 i. Damage to surrounding stone resulting from rotary blade over running shall not be permitted.
620 Contractor shall replace all stone damaged during mortar removal with replacement units that
621 match the original exactly. This work shall be done at the Contractor's sole expense.
622 j. Remove all friable material. Brush, vacuum, blow out or flush joints with water to remove dirt and
623 loose debris, working from top to bottom of wall.
624 k. Adjust the mix of the grout to promote optimal flowability, this work shall be conducted under the
625 review of the historic masonry consultant and the Architect
626 l. Install grout to allow for a full repoint of the joint with new mortar (2.5 x the width of the joint)
627 m. Allow for up to 7 days for grout curing, depending on conditions on site
628 n. Note: Some wall areas have stone to stone bearing conditions near the finished face of wall
629 For pointing, exposed surface of stone adjacent to joint shall be thoroughly saturated prior to re-
630 pointing. Maintain a water sprayer on site at all times during the re-pointing process.

- 631 o. The mortar material shall resemble the consistency of brown sugar during installation. This drier
632 consistency enables the material to be tightly packed into the joint and allows for cleaner work and
633 helps to prevent shrinkage cracks as the mortar cures.
634 p. Walls should be presoaked with water 10 minutes prior to pointing or as weather conditions dictate.
635 Walls should be misted with water at the end of the day after initial installation.
636 q. **Keep newly pointed wall moist for a minimum of 3-days after installation, including**
637 **weekends and holidays. 3 times per day minimum – morning, noon and night. Actual timing**
638 **should be adjusted due to onsite weather conditions. Confirm all wetting requirements with**
639 **the Architect and NHL mortar manufacturer.**
640 r. Rinse stone joint with water to remove dust and mortar particles. Time the rinsing application so
641 that at the time of pointing excess water has evaporated or run off. Joint surfaces should be damp
642 but free from standing water.
643 s. Mortar may be pre-mixed by approved manufacturer.
644 t. Point all mortar joints to a weather struck/stipple finish profile.
645 u. When mortar is thumbprint hard the joints shall be finished to match the original historic joint profile.
646 v. **Keep mortar from drying out too quickly. Protection from direct sun and high winds for the**
647 **first 72 hours after installation. Follow the NHL manufacturer's requirements and**
648 **recommendations at all times. Be aware that over-wetting is also possible which can lead to**
649 **NHL mortar becoming frost feeble. Consult the manufacturer for all questions regarding the**
650 **nature and handling of NHL based mortar.**
651 w. Install permanent protection from direct sun and high winds. If a scaffold is used, 100% sun screen
652 mesh should be utilized.
653 x. Allow mortar to harden at least 5 days before beginning cleaning work. All cleaning work must be
654 completed no later than the 7th day.
655

656 3.8. STONE CONSERVATION TREATMENT APPLICATION - CONSOLIDATION

- 657
658 a. No work is to commence on any stone without first receiving approval for the final scope from the
659 Architect
660 b. **Final testing of the consolidation on the existing stone must be completed prior to the**
661 **commencement of this work (see above).**
662 c. Install consolidation material as specified in strict accordance with the manufacturer's
663 requirements.
664 d. All exterior stone is to receive this treatment.
665 e. Apply by low-pressure spray using low-pressure tanks as defined by the manufacturer.
666 f. Apply treatment in small areas only, this is a controlled application process
667 g. Apply consolidant in repeated applications referred to as "cycles". A cycle consists of three
668 successive saturating applications at 5-15 minute intervals.
669 h. Allow 20 to 60 minutes between cycles
670 i. Apply until excess material remains visible on the surface for 60 minutes following the last
671 application
672 j. Immediately flush excess surface materials using industrial grade MEK (methyl ethyl ketone).
673

674 3.9. FINISHING TECHNIQUES

- 675
676 a. Acceptable finishing techniques for redressing, substitute stone and crack repair will be defined
677 during the demonstration and test panel work which is part of the training program as approved by
678 the Architect and Owner.
679 b. Do not create vibrations in the wall to dislodge or separate bond from previously completed work.
680

681 3.10. CLEANING

- 682
683 a. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are
684 resistant to cleaning methods being used. Extraneous substances include paint, caulking, sealant,
685 asphalt, and tar.
686 i. Remove paint and caulking with a non-damaging/staining paint remover.
687 ii. Repeat application up to two times if needed.
688 iii. Remove asphalt and tar with solvent-type paint remover.
689 iv. Apply only to asphalt and tar by brush without pre-wetting.
690 v. Allow paint remover to remain on surface for 10 to 30 minutes.
691 vi. Rinse off with water following manufacturer's instructions.
692 vii. Repeat application if needed.
693 viii. Chemical Cleaner Application Methods: **NO CHEMICAL CLEANERS WILL BE**

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PERMITTED FOR USE ON THIS PROJECT EXCEPT THOSE SPECIFICALLY SPECIFIED AND APPROVED ON SITE BY THE CT AND THE ARCHITECT. Prior to commencement of any cleaning the contractor shall test the areas as recommended by the manufacturer pending the Architect's review and approval. Final cleaning process must be approved by the Owner and Architect.

- ix. Removing Plant Growth: Completely remove plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.
- x. Proceed with cleaning in an orderly manner with material selected from mock up testing; work from top to bottom of each scaffold width and from one end of each elevation to the other.
- xi. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep area of wall below area of wall being cleaned wet at all times by rinsing with clean water.
- xii. Use only those cleaning methods approved for each foreign material to be removed.
- xiii. Do not use wire brushes or brushes that are not resistant to the cleaner being used.
- xiv. Do not use plastic-bristle brushes unless natural-fiber brushes will not resist cleaner being used.
- xv. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
- xvi. Equip units with pressure gauges.
- xvii. For water spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees. Do not exceed 100 PSI
- xviii. No high pressure cleaning will be allowed
- xix. For heated water spray application, use equipment capable of maintaining temperature between 140 and 160 deg F, 185 to 190 deg F in warm weather, at flow rates indicated
- b. Use care when installing mortar, use appropriate methods and workers who are capable of executing work without excessive mess.
- c. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or fiber brushes, and clean water, spray applied at low pressure.
 - i. Do not use metal scrapers or brushes.
 - ii. Do not use acidic or alkaline cleaners without prior authorization by the CT and Architect.
- d. Wash adjacent non-masonry surfaces, if applicable. Use detergent and soft brushes or cloths.
- e. Sweep and rake adjacent pavement and grounds to remove masonry debris. Where necessary, pressure wash surfaces to remove mortar, dust, dirt, and stains.
 - i. .

END OF SECTION 04 01 41

SECTION E: BIDDER ACKNOWLEDGEMENT
GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916

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

Dale Zerk

SIGNATURE

President

TITLE, IF ANY

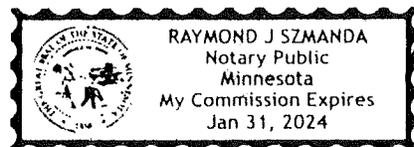
Sworn and subscribed to before me this
24th day of September, 20 20.

Raymond J Szmanda

 (Notary Public or other officer authorized to administer oaths)

My Commission Expires 1/31/24

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



SECTION F: BEST VALUE CONTRACTING
GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
- Historic Stone Mason, Tuckpointer, Window Restoration Professional
-
2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
 - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
 - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
 - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
 - Contractor has been in business less than one year.
 - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
 - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

**GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916**

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: Building Restoration Corporation of WI

Address: 1920 Oakcrest Ave, Suite 1, Roseville, MN 55113

Telephone Number: 612-789-2800 Fax Number: 612-789-2875

Contact Person/Title: Mark Bailey, Project Manager

Prime Bidder Certification

I, Dale Zoerb, President of
Name Title

Building Restoration Corporation of WI certify that the information
Company

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


Witness' Signature


Bidder's Signature

September 24th, 2020
Date

SECTION B - PROPOSAL PAGE

GATES OF HEAVEN EXTERIOR RESTORATION

MUNIS NO. 12890 - CONTRACT NO. 8916

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90000	Lump Sum Bid	1.00	Lump Sum	\$ 287,439.00

Building Restoration Corporation of WI

FIRM NAME

September 24th, 2020

DATE

Dale Zoerb

BIDDER'S PRINTED NAME



BIDDER'S SIGNATURE

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:

GATES OF HEAVEN EXTERIOR RESTORATION CONTRACT NO. 8916

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

Building Restoration Corporation of WI

Name of Principal

Dale Zoerb

By

September 24, 2020

Date

Dale Zoerb, President

Name and Title

Seal SURETY

North American Specialty Insurance Company

Name of Surety

Nicholas L. Newton

By

September 24, 2020

Date

Nicholas L. Newton, Attorney-In-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 1033959 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.

Nicholas L. Newton

September 24, 2020

Date

Agent Signature

5630 Memorial Avenue Ste 1

Address

Stillwater MN 55082

City, State and Zip Code

651-342-1480

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.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

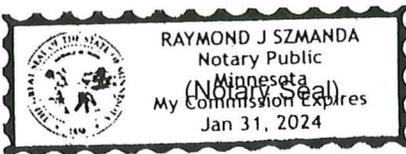
STATE OF Minnesota

SS

COUNTY OF Ramsey

On the 24th day of September, 2020, before me personally appeared

Dale Zoerb to me known, who being by me duly sworn, did say that he/she is the President / CEO of the Building Restoration Corporation, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order



[Handwritten Signature]

[Handwritten Signature]

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

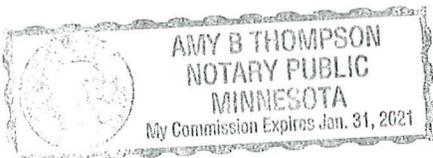
SS

COUNTY OF WASHINGTON

On the 24th day of September, 2020, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **North American Specialty Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

[Handwritten Signature]



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NICHOLAS L. NEWTON, JENNIFER F. NEWTON,
MONICA TOLZMANN, AMY B. THOMPSON and KERRI HATTON-RUDNIK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of MAY, 2020.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 14th day of MAY, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of Sept, 2020.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

SECTION H: AGREEMENT

THIS AGREEMENT made this 21st day of October in the year Two Thousand and Twenty between BUILDING RESTORATION CORPORATION OF WI 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 OCTOBER 20, 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:

GATES OF HEAVEN EXTERIOR RESTORATION CONTRACT NO. 8916

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-NINE AND NO/100 (\$287,439.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916**

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:

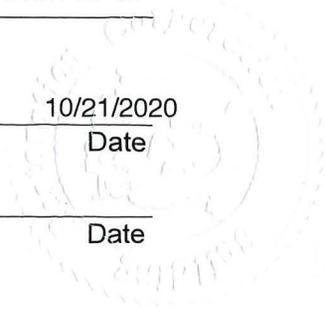
BUILDING RESTORATION CORPORATION OF WI

[Signature] 10/21/2020
 Witness Date

[Signature] 10/21/2020
 Witness Date

Company Name
Dale Zoerb 10/21/2020
 President Dale Zoerb Date

Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

Whitney DeLise 11/19/2020
 Finance Director Date

Witness Date

Mary M. Man 11/4/20
 Witness Date

Michael Hoag 11/23/2020
 City Attorney Date

[Signature] 11/27/2020
 Mayor Date

Shelly Harwood for 11/4/20
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **BUILDING RESTORATION CORPORATION OF WI** as principal, and North American Specialty Insurance Company of Kansas City, MO as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-NINE AND NO/100 (\$287,439.00)** 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:

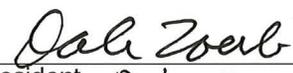
GATES OF HEAVEN EXTERIOR RESTORATION
CONTRACT NO. 8916

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 21st day of October, 2020

Countersigned:

Witness

BUILDING RESTORATION CORPORATION OF WI
Company Name (Principal)

President Dale Zoerb Seal

Secretary

Approved as to form:


City Attorney

North American Specialty Insurance Company
Surety Seal
 Salary Employee Commission
By 
Attorney-in-Fact
Nicholas L. Newton

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 1033959 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.

October 21, 2020
Date


Agent Signature

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal) _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

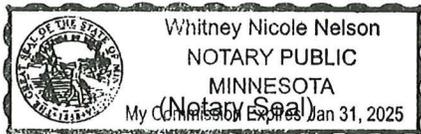
SS

COUNTY OF Ramsey

On the 21st day of October, 2020, before me personally appeared

Dale Zoerb to me known, who being by me duly sworn, did say that he/she is the President of the Building Restoration Corporation of WI, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Whitney Nicole Nelson



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

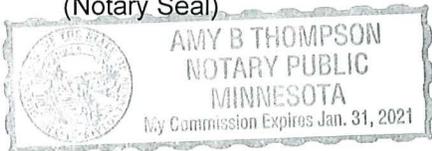
SS

COUNTY OF WASHINGTON

On the **12th** day of **October, 2020**, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **North American Specialty Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Amy B. Thompson

(Notary Seal)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

NICHOLAS L. NEWTON, JENNIFER F. NEWTON,
MONICA TOLZMANN, AMY B. THOMPSON and KERRI HATTON-RUDNIK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of MAY, 2020.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 14th day of MAY, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of October, 2020.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company