

\$1,912,500.00

BID OF TRI-NORTH BUILDERS, INC.

**2025**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**CCB REMODEL - DCR 104 & 108A**

**CONTRACT NO. 9583**

**MUNIS NO. 14514**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON FEBRUARY 11, 2025

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**CCB REMODEL - DCR 104 & 108A  
CONTRACT NO. 9583**

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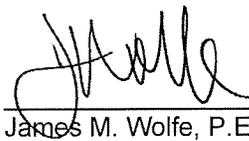
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**ATTACHMENTS:**

- EXHIBIT A: CCB REMODEL – DCR 104 & 108A BID PLANS
- EXHIBIT B: CCB REMODEL – DCR 104 & 108A BID SPECS
- EXHIBIT C: MUNICIPAL COURT DATA CABLING
- EXHIBIT D: GENERAL SITE LOCATION MAP

This Proposal, and Agreement have  
been prepared by:

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



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

JMW: rw

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

## REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	CCB REMODEL - DCR 104 & 108A
CONTRACT NO.:	9583
SBE GOAL	15%
BID BOND	5%
SBE PRE BID MEETING (10:00 A.M.)	1/9/25
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/9/25
BID SUBMISSION (2:00 P.M.)	1/16/25
BID OPEN (2:30 P.M.)	1/16/25
PUBLISHED IN WSJ	12/5, 12/12, 12/19, 12/26/24, 1/2 & 1/9/25

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

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

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

**Pre-bid Conference:** The City of Madison is conducting the following project information sessions for this project:

- A virtual project "Bid Talk #1" on **Friday, December 13, 2024 from 11:00am to 12:00pm**. This virtual meeting will be conducted as a project overview with photos of existing conditions and photos of the recently completed remodeling. Please visit our project web site to register and receive the link for this meeting. <https://www.cityofmadison.com/engineering/projects/ccb-remodel-dcr-104-108a>
- A **Pre-Bid Walk Through** session for this project located in the City-County Building, 210 Martin Luther King Jr. Blvd. on **Thursday, December 19, 2024 from 10:00am to 12:00pm**. Contractors shall meet the City Project Manager and Project Architects in Conference Room 108A. This conference room is behind the left staircase in the main entrance lobby.
  - This is the only time contractors shall be allowed access to non-public areas of the project area.
- A virtual project "Bid Talk #2" on **Monday, January 6, 2025 from 10:00am to 12:00pm**. This virtual meeting with the design team will be a question and answer session regarding the bid documents. Please visit our project web site to register and receive the link for this meeting. <https://www.cityofmadison.com/engineering/projects/ccb-remodel-dcr-104-108a>

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

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 9538 – Request for Substitution**" in the subject line.

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

- All requests for substitution shall meet one of the three criteria in Section 1.1.B of the specification. Requests that do not meet the criteria will not be considered.
- All requests for substitution shall be complete in a single PDF document as described in Section 3.1 of the Specification. Requests that do not provide sufficient information, multiple documents, etc. will not be considered.

- Sales solicitations (including solicitations of products or equipment that are not in the plans and specifications) and requests to other than the Project Architect and City Project Manager will not be considered.

The **deadline** for receiving substitution requests shall be **3:00 PM on Monday, January 6, 2025**. No additional substitution requests will be received after this deadline.

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

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

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 9538 - Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **3:00 PM on Monday, January 6, 2025**. No additional questions or requests for clarifications will be received after this deadline.

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

**Publishing Addendums:** The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or before **2:00 PM on Friday, January 11, 2025** to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

**Prequalification Categories:**

- 425 General Building Construction, Over \$1,500,000

Construction estimate for this project is \$2,600,000

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

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

**STANDARD SPECIFICATIONS**

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101  Asbestos Removal
- 110  Building Demolition
- 120  House Mover

Street, Utility and Site Construction

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221  Concrete Bases and Other Concrete Work
- 222  Concrete Removal
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 240  Grading and Earthwork
- 241  Horizontal Saw Cutting of Sidewalk
- 242  Hydro Excavating
- 243  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 246  Ecological Restoration
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 252  Pavement Marking
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262  Playground Installer
- 265  Retaining Walls, Precast Modular Units
- 270  Retaining Walls, Reinforced Concrete
- 275  Sanitary, Storm Sewer and Water Main Construction
- 276  Sawcutting
- 280  Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285  Sewer Lining
- 290  Sewer Pipe Bursting
- 295  Soil Borings
- 300  Soil Nailing
- 305  Storm & Sanitary Sewer Laterals & Water Svc.
- 310  Street Construction
- 315  Street Lighting
- 318  Tennis Court Resurfacing
- 320  Traffic Signals
- 325  Traffic Signing & Marking
- 332  Tree pruning/removal
- 333  Tree, pesticide treatment of
- 335  Trucking
- 340  Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399  Other \_\_\_\_\_

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402  Building Automation Systems
- 403  Concrete
- 404  Doors and Windows
- 405  Electrical - Power, Lighting & Communications
- 410  Elevator - Lifts
- 412  Fire Suppression
- 413  Furnishings - Furniture and Window Treatments
- 415  General Building Construction, Equal or Less than \$250,000
- 420  General Building Construction, \$250,000 to \$1,500,000
- 425  General Building Construction, Over \$1,500,000
- 428  Glass and/or Glazing
- 429  Hazardous Material Removal
- 430  Heating, Ventilating and Air Conditioning (HVAC)
- 433  Insulation - Thermal
- 435  Masonry/Tuck pointing
- 437  Metals
- 440  Painting and Wallcovering
- 445  Plumbing
- 450  Pump Repair
- 455  Pump Systems
- 460  Roofing and Moisture Protection
- 464  Tower Crane Operator
- 461  Solar Photovoltaic/Hot Water Systems
- 465  Soil/Groundwater Remediation
- 466  Warning Sirens
- 470  Water Supply Elevated Tanks
- 475  Water Supply Wells
- 480  Wood, Plastics & Composites - Structural & Architectural
- 499  Other \_\_\_\_\_

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

### Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### CCB REMODEL - DCR 104 & 108A CONTRACT NO. 9583

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

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

#### SECTION 102.11: BEST VALUE CONTRACTING

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

#### SECTION 102.8 EXAMINATION OF SITES OF WORK

The City of Madison is conducting the following project information sessions for this project:

- A virtual project "Bid Talk" on Friday, December 13, 2024 from 11:00am to 12:00pm. This virtual meeting will be conducted as a project overview with photos of existing conditions and photos of the recently completed remodeling. Please visit our project web site to register and receive the link for this meeting.  
<https://www.cityofmadison.com/engineering/projects/ccb-remodel-dcr-104-108a>
- A Pre-Bid Walk Through session for this project located in the City-County Building, 210 Martin Luther King Jr. Blvd. on Thursday, December 19, 2024 from 10:00am to 12:00pm. Contractors shall meet the City Project Manager and Project Architects in Conference Room 108A. This conference room is behind the left staircase in the main entrance lobby.
- A virtual project "Bid Talk" on Monday, January 6, 2025 from 10:00am to 12:00pm. This virtual meeting with the design team will be a question and answer session regarding the bid documents. Please visit our project web site to register and receive the link for this meeting.  
<https://www.cityofmadison.com/engineering/projects/ccb-remodel-dcr-104-108a>

#### SECTION 102.9 BIDDERS UNDERSTANDING

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

Link to City of Madison Standard Specifications for Public Works Construction:

<https://www.cityofmadison.com/engineering/developers-contractors/standard-specifications>

#### ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The bidder must completely fill in the unit price and total bid for each bid item shown on the proposal page and provide the grand total at the bottom of the page.

After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. This contract shall be awarded to the lowest bidder whose grand total bid is below the Construction Budget Dollar Value.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

The Awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on February 13, 2025**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday February 12, 2025.

## **ARTICLE 104**            **SCOPE OF WORK**

This contract is for the INTERIOR REMODELING of existing City of Madison office spaces located within the City-County Building (CCB) at 210 Martin Luther King Jr. Blvd. Existing spaces to be included in this contract include the following:

- CCB First Floor:
  - Room 104 – Vacant Space, future Civil Rights Office
  - Room 108A – Conference Room, future Touch Down work space
    - Including adjacent spaces for Sister City Display and storage
- CCB Second Floor:
  - Room 203 – Municipal Court (data upgrade only)
- CCB Fifth Floor:
  - Existing Comfort Room connected to 507
- Portions of other rooms above, below, or adjacent to the designated contract spaces for plumbing, heating, electrical, and telecommunication demolition and construction.

The scope of work as detailed in the plans and specifications shall include but not be limited to all of the following:

- Demolition and construction.
- Installation of finish materials.
- Installation of electrical, lighting and heating equipment and materials.
- Installation of built-in cabinetry.
- Cooperation with other contractors doing work for the City of Madison or Dane County within the contract work spaces as noted in section 105.12 below.

The scope of work for the bidding contractor and all sub-contractors 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. All Contractors shall use properly functioning equipment capable of performing the tasks required. All Contractors shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition, the Contractors shall include all costs of disposal, equipment rental, utility service installations, temporary services, and any other costs whatsoever which may be required for execution of this contract.

### **SECTION 104.1**            **LANDS FOR WORK**

All work under this contract shall be conducted within the City-County Building (CCB) as noted within the plans and specifications.

All Contractors shall be aware that this site is actively used by multiple City and County Agencies and the general public on a daily basis. The building is publicly open from 7:30 am until 5:00 pm Monday through Friday.

### **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 of Madison Standard Specifications for Public Works Construction, 2023 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Exhibit A: Plan and Details

- Exhibit B: Technical Specifications
- Exhibit C: Madison Municipal Court Data Cabling
- Exhibit D: General Site Location Map

#### **SECTION 105.5      INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required regulatory inspections associated with items and installations during the execution of this contract.

The Contractor shall provide access to all of the work associated with this contract to the staff and consultants of the City design team.

The Contractor shall be aware that additional city staff shall review work for quality control compliance to the City Standard Specifications for Public Works, contract plans and specifications. QC reviews are in addition to any code required inspections under various permits. QC review may require higher levels of materials and workmanship under the City Standard Specifications for Public Works than what is typically required by Building Inspection for code compliance.

The Contractor shall provide for a walkthrough by the AE, CPM and other staff/related Contractors prior to installing wall finish materials at all areas requiring backer board to ensure sufficient blocking and coverage is complete.

#### **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.

All Contractors have a responsibility to review all contract documents noted in Section 104.2 above. No Contractor shall assume that information shown incorrectly on plans for other trades is not their responsibility.

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

Any Contractor who identifies such a discrepancy after the contract has been awarded shall immediately notify the City Project Manager of the discrepancy through the RFI (Request For Information) process for clarification prior to ordering materials and or beginning work.

#### **SECTION 105.12      COOPERATION BY THE CONTRACTOR**

The Contractor shall thoroughly review all written specifications in Exhibit B of the Contract Documents. The following information shall apply to the specification noted:

- Specification 01 31 13 Project Coordination: The Contractor shall be aware of the following contracts running concurrent with this contract. The contractor shall make space available for these contractors, their design teams and inspection teams as necessary. The contractor shall also coordinate with the project managers for these contracts for any scheduling and work to avoid conflicts in order to complete all work in a timely fashion.
  - Furniture, Fixture, and Equipment Contracts. The City of Madison-Facility Management Team will be running multiple FF&E contracts for this remodeling contract. The contractor shall be aware of these contracts and assist the team in scheduling as needed.
    - System furniture contract to include but not be limited to cubicles and related office furniture, conference room and break room furniture. Delivery to be at the end of the project around substantial compliance.

- Audio Visual Equipment. This contract will include the installation of all monitors and monitor mounts, speakers, microphones, and ancillary equipment. Delivery to be at the end of the project around substantial compliance.
  - The contractor and his/her sub-contractors shall review all drawings, details, and specifications for a thorough understanding of items being installed in advance of the AV Equipment contract. (IE Backer boards, conduits, data cables, etc.)
- Signage. This contract shall be for all signage other than code required signage (exiting, toilet rooms, etc.). This contract will include the city logo and office identification signage, office hours and similar signage. Delivery to be at the end of the project around substantial compliance.
  - The contractor and his/her sub-contractors shall review all drawings, details, and specifications for a thorough understanding of items being installed in advance of the Signage contract. (IE Backer boards, etc.)
- Specifications 01 32 19 Submittals Schedule and 01 33 23 Submittals: The contractor shall work with his/her sub-contractors to complete all administrative submittals within the first 30 days of start work. In addition all contractors shall prioritize turning in their submittals by submitting critical path and long lead time submittals first. Ensure the priority review box on the submittal form is checked.

### **SECTION 105.13      ORDER OF COMPLETION**

The Contractor shall be responsible for all means and methods associated with scheduling the completion of all work related with this contract to include but not be limited to incorporating work by others into their schedule as noted in Section 105.12 above.

After receiving the Start Work Letter and mobilizing to the work area the contractor shall construct temporary construction walls with minimal openings to segregate the construction areas from the general public and other building tenants. Temporary walls shall be of sound construction, secure, and dust proof.

- Provide accessible unobstructed access to CCB 106. Coordinate with Dane County Facility Management for access to CCB 108 for changes to wall and try currently shared by 108 and 108A
- Minimize temporary walls around Sister City Display on First floor and Comfort Room work on Fifth Floor.
- All existing marble wall panels within the construction area shall be protected at all times and no fasteners shall be used into the marble.

The General Contractor shall be responsible for properly scheduling and sequencing all work between trades. Trades doing work out of order or in advance of proper sequencing will not be permitted.

### **SECTION 105.15      SUBSTANTIAL COMPLETION**

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

### **SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

The Contractor and their sub-contractors shall review the following exhibits for more information.

- Exhibit B-Specifications, Specification 015000-Temporary Facilities and Controls
  - Section 1.11 Vehicle Access and Parking
  - Section 1.12 for Waste Removal
- Exhibit D-Project Location Map

The City County Building (CCB) has just completed a new window project which included CCB 104. The Contractor will be responsible for protecting the windows and frames from damage. The Contractor, their sub-contractors, and suppliers will not be permitted to remove windows for use in delivering supplies or removing waste.

The Contractor and their sub-contractors shall utilize the designated building freight elevator for bringing in equipment and materials and removing waste from the building. The Contractor shall coordinate directly with Dane County Facility Management for key/card access to the garage overhead door and freight elevator.

When utilizing the dumpsters contractors shall limit the use of temporary sidewalk closures (no permanent closures are permitted). Dumpster doors shall be closed after each use and any spillage shall be picked up and swept as necessary.

#### **SECTION 108.2      PERMITS AND LICENSING**

The Contractor and their sub-contractors shall be refer to Exhibit B-Specifications, Specification 003146-Permits for complete information on applications, permits, and inspections.

In general; the City of Madison has made application and paid for all building plan reviews and permit applications. The GC and their sub contractors shall be responsible for making required appointments to pickup their permits. See the specification for exclusions such as but not limited to Fire Protection plan review and permits.

Where a fee covers initial inspections associated with the permit the Contractor shall be responsible for paying for any fees associated with re-inspections.

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

Work shall begin only after the contract is completely executed and the Start Work Letter is received. It is anticipated that the Start Work Letter shall be issued on or about March 3, 2025.

The contractor shall refer to Exhibit B, Specification 01 77 00 Closeout Procedures, Section 1.3 for definitions related to project completion. The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday December 5, 2025**. All of the following shall have been completed by this date:

- Construction Completion including HVAC Flush Out
- Substantial Compliance
- Certificate of Occupancy
- Certificate of Substantial Completion

#### **SECTION 109.9      LIQUIDATED DAMAGES**

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract time, shall be calculated at a rate of \$500 per calendar day.

#### **SECTION 109.14      MOBILIZATION**

Only one Mobilization (see City Standard Specifications for Public Works) shall be permitted for this contract. Additional mobilizations shall not be permitted due to weather, contract scheduling, material/equipment deliveries and other similar reasons.

#### **STANDARD BID ITEMS – Not Used On This Contract**

#### **NON STANDARD BID ITEMS**

**Notes:** The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all Non Standard bid items as described below.

## **BID ITEM 90000 – BASE BID**

### **DESCRIPTION**

Bid Item 90000 shall include all of the following as outlined in the plans, specifications, bid documents and supplementary construction documents posted during the course of the contract:

- Removal of all furniture with proper disposal through documented repurposing or recycling.
- Demolition as noted in the plans and specifications.
- Construction and installation of all building and utility components.
- Accepted testing and balancing of systems, including flush out.
- Accepted completion and turn-in of all required deliverables.

### **METHOD OF MEASUREMENT**

Bid Item 90000 shall be measured as LUMP SUM for all work and disposal of materials as specified in the description above. Partial payments shall be requested as indicated in Exhibit B Specifications 01 29 73 Schedule of Values and 01 29 76 Progress Payment Procedure.

### **BASIS OF PAYMENT**

Bid Item 90000 shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

## **BID ITEM 90001 – MUNICIPAL COURT DATA CABLING**

### **DESCRIPTION**

Bid Item 90001 shall include all of the following as outlined in the plans and notes of Exhibit B of the bid documents, bid documents and supplementary construction documents posted during the course of the contract:

- Removal of all existing data jacks and data cabling.
- Installation of all new data jacks and data cabling.
  - Contractor and Project Manager shall coordinate all access with Municipal Court Office Manager at least 3 weeks in advance of beginning work in the space.
  - Contractor shall not work in the Municipal Court space on the first and third Thursdays of every month.
- Final connections to City IT equipment during hours when office is closed.
- Accepted completion and turn-in of all required deliverables.

### **METHOD OF MEASUREMENT**

Bid Item 90001 shall be measured as LUMP SUM for all work and disposal of materials as specified in the description above. Partial payments shall be requested as indicated in Exhibit B Specifications 01 29 73 Schedule of Values and 01 29 76 Progress Payment Procedure.

### **BASIS OF PAYMENT**

Bid Item 90001 shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

### **POINTS OF CONTACT**

We ask all Contractors with questions and concerns, and requests for substitutions, regarding the bidding documents, to contact the Project Architect and the City Project Manager by e-mail so we may properly log, track and respond to all issues. Please refer to Section A of the bid documents for other requirements and deadlines.

The Project Architect for this contract is:  
Corey Lapworth, Architect  
Continuum Architects & Planners  
PH: (608) 267-8679

Email: [clapworth@continuumarchitects.com](mailto:clapworth@continuumarchitects.com)

The Project Manager for City Engineering-Facility Management for this contract is:

Randy Wiesner

PH: (608) 267-8679

Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)

The Construction Manager for City Engineering-Facility Management for this contract is:

Maria Delestre

PH: (608) 243-5891

Email: [MDelestre@cityofmadison.com](mailto:MDelestre@cityofmadison.com)



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

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

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

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Mark D. Moder, P.E.  
Fadi El Musa Gonzalez, P.E.  
Andrew J. Zwieg, P.E.

**Financial Manager**  
Steven B. Danner-Rivers

January 8, 2025

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 9583, PROJECT NO. 14514  
CCB Remodel – DCR 104 & 108A**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *CCB Remodel – DCR 104 & 108A, City of Madison Project 14514, Contract #9583, as issued on December 5, 2024* and is hereby made a part of the contract documents. This addendum consists of three (2) pages and the referenced exhibits. This addendum represents clarifications of the original documents.

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

An electronic version of these documents can be found on the Bid Express web site at:  
<http://www.bidexpress.com>

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

**For questions regarding this bid, contact:**

Randy Wiesner  
City of Madison Engineering  
Phone: 608-267-8679  
Fax: 608-264-9275  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)

Maria Delestre  
City of Madison Engineering  
Phone: 608-243-5891  
Fax: 608-264-9275  
Email: [MDelestre@cityofmadison.com](mailto:MDelestre@cityofmadison.com)

Sincerely,

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

Cc: Greg Fries  
Bryan Cooper



1. **GENERAL CONTRACT CONDITIONS**

- A. Changes to Section A: Advertisement for Bids and Instructions to Bidders.  
1. The last addenda (if needed) shall be published on or before 2:00 PM, Friday, January 10, 2025.  
B. The project architect email in Section D-Special Provisions should read:  
[corey.lapworth@continuumarchitects.com](mailto:corey.lapworth@continuumarchitects.com)

2. **GENERAL QUESTIONS/ANSWERS and CLARIFICATIONS**

- A. Q: Are there any phasing/shutdown requirements to the mechanical system?  
A: The contractor is responsible for means and methods. However, the air handling system serving the space will need to operate continuously during construction as it serves other areas of the building.  
B. Q: Is there glycol in the system? If so type and percentage?  
A: There is no glycol in the system.  
C. Q: Who is the existing controls contractor?  
A: Please see this addendum (Specification Section 23 09 23 – Direct Digital Controls System for HVAC) for approved temperature control contractors.  
D. Q: Who is the existing chemical treatment contractor?  
A: Industrial Water Management (Joe Wenn)  
E. Q: What is the system volume?  
A: The contractor will need to confirm system volume. It is estimated that the total system volume is between 600 and 700 gallons of water.

3. **ACCEPTABLE EQUIVALENTS**

- A. Wood Sliding Door Assemblies. Specification 08 14 73.  
1. SpecSlide by SPECIAL-LITE, website [www.special-lite.com](http://www.special-lite.com), Josh Blair, S.D. Walker Company, [jblair@sdwalkerinc.com](mailto:jblair@sdwalkerinc.com), Ph: 763-229-2458

4. **SPECIFICATIONS (consolidated into Exhibit E-Revised Specifications-Addendum 1)**

- A. Section 23 09 23 – Direct Digital Controls Systems for HVAC  
Replace existing Section 23 09 23 with new Section 23 09 23 attached.  
Modified Approved Installers and Approved Manufacturers

5. **DRAWINGS (consolidated into Exhibit F-Revised Plan Sheets-Addendum 1)**

- A. A201S - NEW WORK PLAN - LEVEL 01 - OVERVIEW – SOUTH:  
B. A301S - REFLECTED CEILING PLAN - LEVEL 01 - OVERVIEW – SOUTH:  
C. A601S - ENLARGED PLAN - LEVEL 01 & 05 - LOBBY, DCR, MOTHERS ROOM:  
D. A700S - INTERIOR ELEVATIONS:  
E. A701S - INTERIOR ELEVATIONS:  
F. A901S - ROOM FINISH SCHEDULE AND FINISH PLAN – LEVEL 01:  
G. P202S – ENLARGED NEW WORK PLAN – LEVEL 01 – SOUTH PLUMBING  
H. M201S – OVERALL NEW WORK PLAN – LEVEL 01 – SOUTH – HVAC DUCT  
I. M202S – OVERALL NEW WORK PLAN – LEVEL 01 – SOUTH – HVAC PIPE  
J. M203S – ENLARGED NEW WORK PLAN – DEPARTMENT OF CIVIL RIGHTS – SOUTH – HVAC DUCT  
K. M204S – ENLARGED NEW WORK PLAN – DEPARTMENT OF CIVIL RIGHTS – SOUTH – HVAC PIPE  
L. E201S – ENLARGED PLAN – LEVEL 01 – DEPARTMENT OF CIVIL RIGHTS - LIGHTING  
M. E210S – ENLARGED PLAN – LEVEL 01 – DEPARTMENT OF CIVIL RIGHTS – POWER/SYSTEMS  
N. T202S – ENLARGED PLAN – LEVEL 01 – TECHNOLOGY – LOBBY, DCR - SOUTH

6. **PROPOSAL**

There are no changes to the proposal page.

End of Contract 9583 Addendum 1.

**SECTION 23 09 23  
DIRECT DIGITAL CONTROL SYSTEM FOR HVAC**

**PART 1 - GENERAL**

**SCOPE**

The existing building utilizes a Niagara direct digital control (DDC) system with Distech field devices. This scope of this project will include the following:

- First Floor
  - Add (15) new air terminal units and (11) sections of steam convector with DDC control that will be integrated into the existing building Niagara DDC system.
  - Add (2) new transfer air fan with DDC control that will be integrated into the existing building Niagara DDC system.
  - Add (1) new ductless split heat pump system with DDC control that will be integrated into the existing building Niagara DDC system.
- Fifth Floor
  - No work.

Additionally, this project shall provide:

- New Distech ECB-VAV controllers required to integrate all new VAV air terminals and associated steam convectors into the existing building automation system.
  - VAV controllers to be mounted within air terminal unit control enclosure.
- New Distech controllers required to integrate all other devices into the existing building automation system.
- Any required module expansion devices for integration of new outside air dampers with integral AFMS into existing DDC control systems.
- New hot water reheat DDC temperature control valves for new VAV air terminals.
- New steam DDC temperature control valves for existing steam convectors.
- New Distech space temperature sensors associated with each VAV air terminal.
- New Distech space temperature sensors associated with new transfer fans.
- New Distech space temperature sensors associated with each new ductless heat pump system.
- New CO2 sensors associated with select VAV air terminals / zones.
- All control wiring (low and line voltage) for a complete operating system.
- Update of the existing 1<sup>st</sup> floor City County Building automation graphics to include new air terminals, sensors, convectors, outside air dampers, AFMS, etc. associated with this project.
- Additional Information - 1<sup>st</sup> Floor
  - New controllers shall be integrated directly into the N4 supervisor via MSTP to IP BACnet router.
  - Provide all required MSTP to IP BACnet routers.
  - Provide cabling from new router to County Network IT closed in the Register of Deeds Area.
- New Niagara N4 supervisor(s) as required to integrate new DDC controls on 1<sup>st</sup> floor into the existing Niagara DDC system.

All new air terminals and air terminal controls shall be integrated into the Niagara DDC system.

All new controllers, control wiring and temperature control valves shall follow new City County Building Basis of Design protocols to provide building continuity in regards to controllers, wiring and equipment.

Work in this section includes Direct Digital Control (DDC) panels, main communication trunk, software programming, and other equipment and accessories necessary to constitute a complete Direct Digital Control (DDC) system.

**PART 1 - GENERAL**

- Scope
- Related Work
- Reference
- Reference Standards
- Commissioning
- LEED Certification
- Quality Assurance
- Submittals
- Operation and Maintenance Data
- Material Delivery and Storage

**PART 2 - PRODUCTS**

- General

- 1 VAV Controllers (Application Specific Controllers)
- 2 Control Valves
- 3 Thermostats
- 4 Carbon Dioxide Sensors and Transmitters

- 5
- 6 PART 3 - EXECUTION
- 7 General
- 8 Installation
- 9 Control Dampers with Integral Airflow Monitoring
- 10 Commissioning, Verification and Closeout
- 11 Sequence of Operation
- 12 Owner Training
- 13 Points List
- 14

**RELATED WORK**

15 Applicable provisions of Division 1 govern work under this Section.

**REFERENCE**

16 Applicable provisions of Division 1 govern work under this section.

**REFERENCE STANDARDS**

17 FCC Part 15, Subpart J, Class A - Digital Electronic Equipment to Radio Communication Interference

**COMMISSIONING**

18 The systems will be commissioned by an independent third party in accordance with USGBC LEED Energy and Atmosphere Credit C3 – Enhanced Commissioning. Refer to Sections 01 91 02 – Commissioning Process, for additional requirements.

**LEED CERTIFICATION**

19 The project will be LEED Certified thru the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) program. Refer to Section 01 81 13 – Sustainable Design Requirements for additional requirements.

**QUALITY ASSURANCE**

Add 01

APPROVED MANUFACTURER:

Distech / Niagara

APPROVED INSTALLERS:

Masters Building Solutions  
930 Stewart St.  
Madison, WI 53713

JF Ahern Co  
855 Morris St  
Fond du Lac, WI 54935

CBRE|ESI  
3410 Gateway Rd  
Brookfield, WI 53045

The installer shall be specialized and experienced in Niagara/Distech DDC control systems and installation for not less than 5 years. All engineering work shall be done by qualified employees of Niagara, or qualified employees of an Niagara/Distech Authorized Representative that provides engineering and commissioning of Alerton control equipment. Where installing contractor is an authorized representative of Niagara/Distech, submit written confirmation of such authorization. Indicate in letter of authorization that the installing contractor has successfully completed all necessary training required for the engineering, installation, and commissioning of equipment and systems to be provided for the project and that such authorization has been in effect for a period of not less than three years. The letter of authorization should also indicate that the installing contractor is authorized to install Niagara/Distech DDC equipment at the project location at the time the project is bid. Installation of the equipment

1 shall be done by qualified mechanics and/or electricians in the direct employ or be directly subcontracted and under  
2 the supervision of Niagra/Distech or Authorized Niagra/Distech Representative. The contractor providing and  
3 installing the equipment under this specification section shall be the same contractor providing and installing  
4 equipment under the 23 09 14 specification section.

5  
6 **RESPONSE TIME:**

7 During warrantee period, three (3) hours or less, 24-hours/day, 7 days/week.

Add 01

8  
9 **ELECTRICAL STANDARDS:**

10 Provide electrical products, which have been tested, listed and labeled by Underwriters' Laboratories (UL) and comply  
11 with NEMA standards.

12  
13 **DDC Standards:** DDC manufacturer shall provide written proof with shop drawings that the equipment being provided  
14 is in compliance with F.C.C. rules governing the control of interference caused by Digital Electronic Equipment to  
15 Radio Communications (Part 15, Subpart J, Class A).

16  
17 **SUBMITTALS**

18 Provide submittals on all DDC control work.

19  
20 Details of construction, layout, and location of each temperature control panel within the building, including  
21 instruments location in panel and labeling. Indicate which piece of mechanical equipment is associated with each  
22 controller and what area within the building is being served by that equipment. For terminal unit control, provide a  
23 room schedule that would list mechanical equipment tag, room number of space served, address of DDC controller,  
24 and any other pertinent information required for service.

25  
26 A complete description of each control sequence for equipment that is not controlled by direct digital controls. Direct  
27 digital controlled equipment control sequences will be provided by the DDC control contractor.

28  
29 **PRODUCT DATA**

30 Submit manufacturer's specifications for each control device furnished, including installation instructions and start-up  
31 instructions. General catalog sheets showing a series of the same device is not acceptable unless the specific model is  
32 clearly marked. Annotated software program documentation shall be submitted for system sequences, along with  
33 descriptive narratives of the sequence of operation of the entire system involved. Submit wiring diagram for each  
34 electrical control device along with other details required to demonstrate that the system has been coordinated and  
35 will function as a system.

36  
37 **MAINTENANCE DATA**

38 Submit maintenance data and spare parts lists for each control device. Include this data in maintenance manual.

39  
40 **RECORD DRAWINGS**

41 Provide as-built record control drawings, including sequences, for the installation of all DDC controls.

42  
43 **OPERATION AND MAINTENANCE DATA**

44 All operations and maintenance data shall comply with the submission and content requirements specified under  
45 Section 23 05 00 and Division 1, General Requirements, Closeout Procedures.

46  
47 **MATERIAL DELIVERY AND STORAGE**

48 Provide factory shipping cartons for each piece of equipment and control device. This contractor is responsible for  
49 storage of equipment and materials inside and protected from the weather.

50  
51  
52 **PART 2 - PRODUCTS**

53  
54 **GENERAL**

55 Provide DDC control and actuation to accomplish Sequence of Operation (indicated below) and DDC Points list.  
56 Provide all controllers, temperature control panels, wiring, etc. for a complete installation.

57  
58 Controls installed as part of this project shall be fully compatible with existing DDC controls located within the facility.

59  
60 Provide updated DDC/BAS graphics reflecting new work and sequences of control.

61  
62 Provide all required installation, termination, wiring, power, graphics and programming for a complete operating  
63 system.

**VAV CONTROLLERS (APPLICATION SPECIFIC CONTROLLERS)**

VAV controllers (ECB-VAV) shall be by Distech. No others will be allowed.

Provide minimum of 12-point VAV controller.

Each supervisory controller shall be able to extend its monitoring and control through the use of stand-alone application specific controllers (ASC's).

Each ASC shall operate as a stand-alone controller capable of performing its specified control responsibilities independently of other controllers in the network. Each ASC shall be a microprocessor based, multi-tasking, real-time digital control processor.

Each ASC shall have sufficient memory to support its own operating system and databases including: Control Processes, Energy Management Applications and Operator I/O (Portable Service Terminal).

The operator interface to any ASC point or program shall be through the supervisory controller connection to any ASC on the network.

ASC's shall directly support the temporary use of a portable service terminal that can be connected to the ASC via zone temperature or directly at the controller. The capabilities of the portable service terminal shall include, but not be limited to, the following information for the:

- Display temperatures
- Display status
- Display setpoints
- Display control parameters
- Override binary output control
- Override analog output control
- Override analog setpoints
- Modification of gain and offset constants

All system setpoints, proportional bands, control algorithms, and any other programmable parameters shall be stored such that a power failure of any duration does not necessitate reprogramming the ASC.

ASC's shall support, but not be limited to, the following configurations of systems to address current requirements as described in Sections 23 09 14 and 23 09 93 portions of this specification, and for future expansion of air handling units:

- Variable Air Volume Terminals
- Reheat Terminals

For butterfly type Variable Air Volume (VAV) Terminals, provide differential pressure transducers and damper actuators for flow measurement and actuation of the VAV terminal damper. Pressure transducers for VAV box flow applications do not need to have adjustable pressure ranges or integral display. Provide filter on high side of flow pickups if flow measurement device requires airflow through the device. All differential pressure transducer inputs for airflow measurement shall have a method to compensate for sensor drift to calibrate the zero point of the input. The differential pressure transducers and damper actuators can be integrated into the terminal unit controller or be discrete devices.

Provide a method to view and print a summary of current K-factors for flow correction for each VAV terminal through the DDC system. The summary shall have a minimum of 50 K-factors per group of VAV terminals.

All system setpoints, proportional bands, control algorithms, calibration constants, and any other programmable parameters shall be stored such that a power failure of any duration does not necessitate reprogramming the ASC.

All application specific controllers shall be fully programmable. Question and answer or template programming is not acceptable unless this is used to generate the initial application program and the result is able to be freely modified without restriction. Control sequences for terminal unit control that utilize devices wired directly to the terminal unit application controller shall be programmed in the application specific controller and shall be stand-alone in function, i.e. occupancy sensing, temperature setpoint setback, etc. Supervisory controllers shall not be involved in the control sequence logic unless it involves sharing data between or from individual terminal unit controllers to be utilized in a global sequence, i.e. trim and respond strategies, terminal unit grouping, etc.

**SUPERVISORY CONTROLLERS**

The existing JACE8 controller located on the 5<sup>th</sup> floor of the City County Building shall be used as the supervisory controller for this project.

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**SOFTWARE LICENSE AGREEMENT**

For Niagara based systems, it is the express goal of this specification to implement an open system that will allow products from various suppliers to be integrated into a unified system in order to provide flexibility for expansion, maintenance, and service of the system. The user Agency shall be the named license holder of all software associated with any and all incremental work on the project(s). All Niagara software licenses shall have the “accept.station.in=\*”; “accept.station.out=\*” and “accept.wb.in=\*” and “accept.wb.out=\*” section of the software licenses. The intent is to ensure that the installed Niagara products may be completely open for integrations. The user Agency shall be free to direct the modification of the any software license, regardless of supplier. In addition, the user Agency shall receive ownership of all job specific software configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and /or configured for use within Niagara Framework (Niagara) based controllers and/or servers and any related LAN / WAN / Intranet and Internet connected routers and devices. Any and all required Ids and passwords for access to any component or software program shall be provided to the user Agency. Provide all software necessary for developing software algorithms in all supervisory, programmable, and application specific direct digital controllers which is licensed to the owner.

Programming tools for programmable and application specific controllers that utilize the Niagara Framework shall not be restricted to any specific brand of Jace. Tools and controllers shall be able to connect to any brand of Jace that are provided under this specification Section.

**OPERATOR INTERFACE REQUIREMENTS**

The existing web-based browser interface and graphic-based display shall be used, expanded and modified to reflect the floor plan and direct digital control modifications and expansions as required as part of this project.

**CONTROL VALVES**

Manufacturer: Belimo (Valve and Actuator) only.

Provide all control valves as shown on the plans/details and as required to perform functions specified. Spring ranges must be selected to prevent overlap of operation and simultaneous heating and cooling.

Size operators to allow smooth and positive operation of devices served and to provide sufficient torque capacity for tight shutoff against system temperatures and pressure encountered. Use fully proportional actuators with 0-10VDC inputs and zero and span adjustments unless specified otherwise. If TriState with feedback is specified, valve position shall be fed back to the controller and controller shall position valve based on this feedback. Electric actuators, for applications other than terminal units, shall be provided with a manual override capability. All electric actuators shall be provided with a visible position indicator.

All power required for electric actuation shall be provided by this contractor if it is not able to be directly provided from the DDC controller.

Provide operators that are full proportioning or two-position, as required for specified sequence of operation.

Provide operators with linkages and brackets for mounting on device served.

All valves unless specifically noted on the plans or indicated below shall be ball style valves.

VALVE SERVING	TYPE	SIGNAL	SPRING RETURN	FAIL POSITION
Reheat Coil	Ball	0-10 VDC	No	Last Position
Perimeter Radiation	Valve - Belimo – B215HT186 (1/2”, Cv=1.86) Actuator – Belimo – TR24-SR US			

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Use equal percentage valves for two-way control valves; size for a pressure drop not less than 4 psi or more than 6 psi. Note: For low flows, the required minimum Cv size will result in lower pressure drop than 4 psi.

Globe valves 2" and smaller: Cast bronze or forged brass body, brass plug and brass or stainless steel seat, stainless steel stem, screwed ends, suitable for use on water systems at 150 psig and 240° F. Seat leakage with actuator supplied will meet ANSI class IV leakage (0.01%). For globe valves that are specified to fail in place, valves shall be open when the stem is up. Only the following globe valve body styles will be acceptable for terminal unit control. Valves and actuators shall be by Belimo.

1 **THERMOSTATS**

2 Thermostats shall be by Distech.

3  
4 Thermostats shall match existing thermostat functionality located in adjacent areas of the City County Building.

5  
6 Terminal unit space sensors shall be provided with digital displays with setpoint adjustments and manual occupancy  
7 override and indication of occupancy status. Provide information to the AE on sensor colors offered by the  
8 manufacturer and obtain approval on what color should be provided on the project. Provide setpoint adjustment as  
9 specified in the DDC Input/Output Summary Table and sequence of operation

10  
11 **CARBON DIOXIDE SENSORS AND TRANSMITTERS**

12 Subject to compliance with requirements, provide products by one of the following: Building Automation Products  
13 Inc.; BAPI; Telaire; a brand of Amphenol Thermometrics Inc; Vaisala, Veris Industries or Approved Equal.

14  
15 Description:

16 NDIR technology or equivalent technology providing long-term stability and reliability. Two-wire, 4-20 mA output  
17 signal, linearized to carbon-dioxide concentration in PPM.

18  
19 Construction:

20 House electronics in an ABS plastic enclosure. Provide equivalent of NEMA 250, Type 1 enclosure for wall-mounted  
21 space applications and NEMA 250, Type 4 for duct-mounted applications.

22  
23 Equip with digital display for continuous indication of carbon-dioxide concentration.

24  
25 Performance:

26 Measurement Range: Zero to 2000 ppm.

27 Accuracy within 2 percent of reading, plus or minus 30 ppm.

28 Repeatability within 1 percent of full scale.

29 Temperature Dependence within 0.05 percent of full scale over an operating range of 25 to 110 deg F.

30 Long-Term Stability within 5 percent of full scale after more than five years.

31 Response Time within 60 seconds.

32 Warm-up Time within five minutes.

33 Provide calibration kit. Turn over to Owner at start of warranty period.

34  
35  
36 **PART 3 - EXECUTION**

37  
38 **GENERAL**

39 All electronic work required as an integral part of the Direct Digital Control system work is the responsibility of this  
40 contractor.

41  
42 This contractor shall provide all labor, materials, engineering, software, permits, tools, checkout and certificates  
43 required to install a complete Direct Digital Control system as herein specified.

44 This Direct Digital Control system as herein specified shall be fully integrated and completely installed by this section.  
45 It shall include all required computer CPU software and hardware. Include the engineering, installation, supervision,  
46 calibration, software programming, and checkout necessary for a fully operational system.

47  
48 **INSTALLATION**

49 All work and materials are to conform in every detail to the rules and requirements of the National Electrical Code  
50 and present manufacturing standards. All material shall be UL approved.

51  
52 Install system and materials in accordance with manufacturer's instructions, rough-in drawings and details on  
53 drawings.

54  
55 Any line voltage wiring to be by this contractor.

56  
57 Label all control devices with the exception of dampers, valves, and terminal unit devices with permanent printed  
58 labels that correspond to control drawings. Temperature control junction and pullboxes shall be identified utilizing  
59 spray painted green covers. Other electrical system identification shall follow the 26 05 53 specification.

60  
61 All control devices and electrical boxes mounted on insulated ductwork shall be mounted over the insulation. Provide  
62 mounting stand-offs where necessary for adequate support. Cutting and removal of insulation to mount devices  
63 directly on ductwork is not acceptable. This contractor shall coordinate with the insulation contractor to provide for  
64 continuous insulation of ductwork.

- 1  
2 Provide all electrical relays and wiring, line and low voltage, for control systems, devices and components. Install all  
3 high voltage and low voltage wiring (includes low voltage cable) in rigid metal conduit. All conduit must be installed in  
4 accordance with electrical sections (Division 26) of this specification and the National Electrical code.  
5  
6 Conduit shall be a minimum of 1/2 " for low voltage control provided the pipe fill does not exceed 40%.  
7  
8 Minimum low voltage wiring gauge to be 18 AWG for outputs and 20 AWG for inputs. All low voltage wiring to be  
9 stranded.  
10  
11 Low voltage wiring can be run without conduit above accessible lay-in tile ceilings. All wiring in mechanical rooms,  
12 above inaccessible hard ceilings, exterior locations, and in any exposed areas, and in all other locations should be in  
13 conduit. Wire for wall sensors must be run in conduit. Wiring for radiation valves shall be run in conduit where  
14 routed through walls.  
15  
16 Where wiring is installed free-air, installation shall consider the following:  
17 • Wiring shall utilize the cable tray wherever possible.  
18 • Wiring shall run at right angles and be kept clear of other trades work.  
19 • Wiring shall be supported utilizing "J" or "Bridal-type" steel mounting rings anchored to ceiling concrete, piping  
20 supports, walls above ceiling or structural steel beams. Mounting rings shall be of open design (not a closed  
21 loop) to allow additional wire to be strung without being threaded through the ring. For mounting rings that do  
22 not completely surround the wire, attach the wire to the mounting ring with a strap.  
23 • Supports shall be spaced at a maximum 4-foot interval unless limited by building construction. If wiring "sag" at  
24 mid-span exceeds 6-inches; another support shall be used.  
25 • Wiring shall never be laid directly on the ceiling grid or attached in any manner to the ceiling grid wires.  
26 • Wall penetrations shall be sleeved.  
27  
28 Wiring shall not be attached to existing cabling, existing tubing, plumbing or steam piping, ductwork, ceiling supports  
29 or electrical or communications conduit.  
30  
31 Mount control panels adjacent to associated equipment on vibration-free walls or free-standing angle iron supports.  
32 One cabinet may accommodate more than one system in same equipment room. Provide engraved plastic  
33 nameplates for instruments and controls inside cabinet and on cabinet face.  
34  
35 Provide as-built control drawings of all systems served by each local panel in a location adjacent to or inside of panel  
36 cover. Provide a protective cover or envelope for drawings.  
37  
38 Provide all necessary routers and or repeaters to accomplish connection to the BAN via the panel-mounted port  
39 provided.  
40  
41 All tubing, cable and individual wiring is to be permanently tagged, with numbers corresponding with "Record  
42 Drawings", spares are to be labelled as "Spare".  
43  
44 Provide technician to work with air balancing contractor and/or provide balancing contractor with necessary  
45 hardware to over-ride DDC controllers for air balancing.  
46  
47 Provide documentation to demonstrate that all points, input and output, have been checked out and verified  
48 operational, note any points not operating properly with notation of reason.  
49  
50 **COMMISSIONING, VERIFICATION AND CLOSEOUT**  
51 The controls contractor shall participate in all aspects of building commissioning as required in Sections 01 91 00 –  
52 Commissioning and 01 95 01 – Monitoring-Based Commissioning.  
53  
54 **SEQUENCE OF OPERATION**  
55  
56 VARIABLE AIR VOLUME TERMINALS WITH HOT WATER REHEAT  
57 Systems consist of:  
58 • Variable air volume terminal  
59 • DDC VAV unit controller.  
60 • Discharge air temperature sensor.  
61 • Hot water reheat coil with modulating 2-way or 3-way temperature control valve.  
62 • DDC space sensor.  
63 • DDC CO2 space monitor (select locations)

- 1           • Lighting occupancy sensor and relay (provided and installed by Division 26).  
2  
3 Provide all line and low voltage wiring for a complete operating system.  
4  
5 Mount discharge air temperature sensor a minimum of 3 duct diameters downstream of reheat coil.  
6  
7 Provide all control wiring between occupancy sensor and VAV controller.  
8  
9 Provide a DDC space temperature sensor to control, in sequence, a modulating electronic control valve for the hot  
10 water reheat coil and actuator for terminal air flow. When space temperature is below setpoint, the air terminal  
11 damper shall modulate toward the cooling minimum flow position. After the air terminal damper is at its minimum  
12 flow, the hot water valve shall modulate open to maintain space temperature. If the air terminal has a heating  
13 airflow, the hot water control valve and air terminal shall open in parallel.  
14  
15 The reverse shall occur when space temperature is below setpoint. The heating coil valve shall be commanded closed  
16 whenever the associated AHU is off. Provide a discharge air temperature sensor for monitoring purposes.  
17  
18 Each space temperature sensor shall have a manual override button that shall index the space to the occupied mode  
19 for a period of two hours (adj.). If an occupancy sensor is specified, it shall index the terminal unit DDC controller to  
20 occupied mode for a minimum of 30 minutes (adj.).  
21  
22 Provide separate adjustable cooling and heating setpoints for both the occupied and unoccupied modes. When the  
23 space temperature is between the heating and cooling setpoints, the heating valve shall be closed and the airflow at  
24 heating and cooling minimum flow.  
25  
26 Occupancy sensors will be provided by the Division 26 contractor. Provide wiring from all occupancy sensor contacts  
27 to building automation system for space occupied/unoccupied control. When the occupancy sensor signals the zone  
28 is unoccupied, the minimum flow setpoint shall be zero CFM (adj.) and the heating and cooling temperature setpoints  
29 will be maintained at either the occupied or unoccupied heating and cooling setpoints as defined by the weekly  
30 schedule (grouped or individually). When the occupancy sensor signals the zone is occupied, the occupied minimum  
31 flow setpoint shall be as scheduled and the occupied heating and cooling temperature setpoints shall be maintained  
32 regardless of the weekly schedule. All programming for the above sequence shall reside in the terminal unit  
33 controller and a supervisory controller shall not be required to reset any flow or temperature setpoints based on the  
34 occupancy sensor.  
35  
36 Where there are multiple occupancy sensors associated with a VAV zone that serves multiple spaces, all occupancy  
37 sensors must be “unoccupied” for the air terminal to move to zero airflow setpoint.  
38  
39 VARIABLE AIR VOLUME TERMINALS WITH HOT WATER REHEAT AND PERIMETER STEAM RADIATION  
40 Systems consist of:  
41           • Variable air volume terminal  
42           • DDC VAV unit controller.  
43           • Discharge air temperature sensor.  
44           • Hot water reheat coil with 2-way temperature control valve.  
45           • Existing steam convactor(s) with new DDC modulating steam control valve and actuator  
46           • DDC discharge air sensor.  
47           • DDC space sensor.  
48           • DDC CO2 space monitor (select locations)  
49 Provide all line and low voltage wiring for a complete operating system.  
50  
51 Mount discharge air temperature sensor a minimum of 3 duct diameters downstream of reheat coil.  
52  
53 Provide all control wiring between occupancy sensor and VAV controller.  
54

- 1 Provide a DDC space temperature sensor to control, in sequence, a modulating electronic control valve for the hot  
2 water reheat coil and actuator for terminal air flow. When space temperature is below setpoint, the air terminal  
3 damper shall modulate toward the cooling minimum flow position. After the air terminal damper is at its minimum  
4 flow, the hot water reheat valve and perimeter steam radiation valve(s) shall modulate open in parallel to maintain  
5 space temperature.  
6
- 7 Where multiple steam radiation convectors (each with a temperature control valve) are located within the same VAV  
8 zone, the convectors shall each have a control valve and be controlled in unison.  
9
- 10 The reverse shall occur when space temperature is below setpoint.
- 11
- 12 The heating coil valves shall be commanded closed whenever the associated AHU is off. Provide a discharge air  
13 temperature sensor for monitoring purposes.  
14
- 15 Each space temperature sensor shall have a manual override button that shall index the space to the occupied mode  
16 for a period of two hours (adj.). If an occupancy sensor is specified, it shall index the terminal unit DDC controller to  
17 occupied mode for a minimum of 30 minutes (adj.).  
18
- 19 Provide separate adjustable cooling and heating setpoints for both the occupied and unoccupied modes. When the  
20 space temperature is between the heating and cooling setpoints, the heating valve shall be closed and the airflow at  
21 heating and cooling minimum flow.  
22
- 23 When the building is in the unoccupied mode and there is a call for heat in any perimeter zone, the perimeter steam  
24 radiation shall be used from setback heating. The VAV terminal heating coil control valve shall remain closed and air  
25 handler remain off.  
26
- 27 Occupancy sensors will be provided by the Division 26 contractor. Provide wiring from all occupancy sensor contacts  
28 to building automation system for space occupied/unoccupied control. When the occupancy sensor signals the zone  
29 is unoccupied, the minimum flow setpoint shall be zero CFM (adj.) and the heating and cooling temperature setpoints  
30 will be maintained at either the occupied or unoccupied heating and cooling setpoints as defined by the weekly  
31 schedule (grouped or individually). When the occupancy sensor signals the zone is occupied, the occupied minimum  
32 flow setpoint shall be as scheduled and the occupied heating and cooling temperature setpoints shall be maintained  
33 regardless of the weekly schedule. All programming for the above sequence shall reside in the terminal unit  
34 controller and a supervisory controller shall not be required to reset any flow or temperature setpoints based on the  
35 occupancy sensor.  
36
- 37 On a CO2 level of 750 PPM (adjustable) or above with the space occupied, the terminal shall enter CO2 mode. The  
38 terminal damper shall modulate open and the reheat coil shall remain in control to maintain space temperature  
39 setpoint. The terminal damper shall be allowed to modulate to its maximum position in a timed fashion. Upon a  
40 drop in space CO2 level below 750 PPM, the terminal shall leave CO2 mode and return to normal operation. If the  
41 space CO2 level does not fall below 750 PPM (adjustable), with the terminal damper in its maximum position, the  
42 associated air handler outside air damper shall modulate open. See air handler sequence for additional information.  
43
- 44 TRANSFER AIR FAN (TF-2)
- 45 Systems consist of:
- 46 • Ceiling mounted transfer air fan with ECM motor.
  - 47 • DDC space sensor.
- 48
- 49 On a rise in space temperature above setpoint, the fan shall cycle on. On a drop in space temperature below  
50 setpoint, the fan shall cycle off.  
51
- 52 TRANSFER AIR FANS (TF-3)
- 53 Systems consist of:
- 54 • Ceiling mounted exhaust fan.
- 55
- 56 Fan shall operate whenever the air handler is in the occupied mode.  
57
- 58 When the air handler is in the unoccupied mode, the exhaust fan shall be off.

1 DUCTLESS SPLIT AIR CONDITIONER

2 Systems consist of:

- 3     • Ductless split high wall mounted evaporator (indoor unit)  
4     • Ductless split heat pump (outdoor unit).  
5     • Integral ductless split controls  
6     • DDC space sensor.

7

8 The ductless split system shall be controlled via its own integral stand-alone control system.

9

10 The DDC space temperature sensor shall be for monitoring and alarming thru the BAS.

11

12 **OWNER TRAINING**

13 Provide factory authorized representative and/or field personnel knowledgeable with the operations, maintenance  
14 and troubleshooting of the system and/or components defined within this section for a minimum period of 2 hours.

15 Provide two follow-up visits for troubleshooting and instruction, one six months after substantial completion and the  
16 other at the end of the warranty period. Length of each visit to be not less than 8 hours or the time necessary to  
17 provide required information and complete troubleshooting and inspection activity for all controls.

18

**END OF SECTION**



F 413.220.5640  
7th Floor  
State Office Building  
State Office Building  
Albany, NY 12242

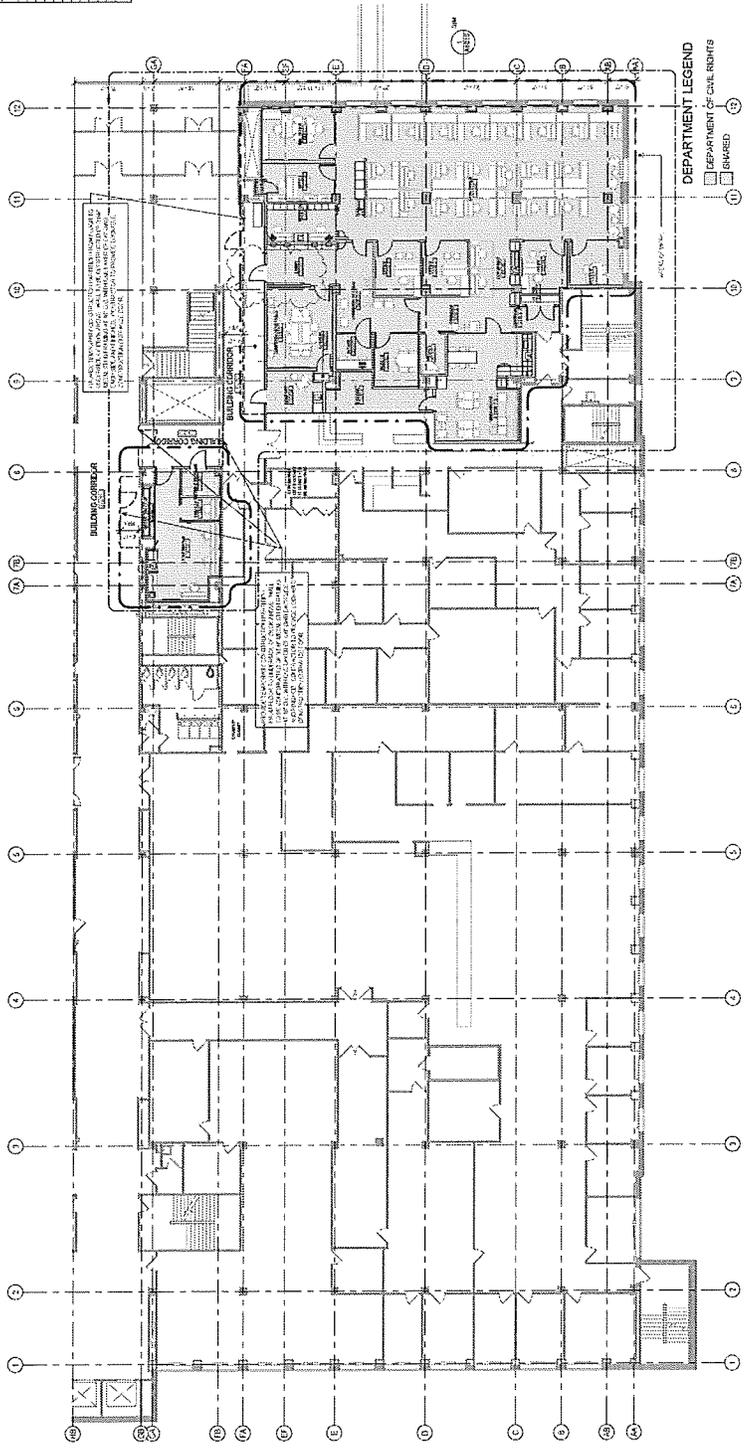
DATE PLOT:

**NEW WORK PLAN LEGEND**

Symbol	DESCRIPTION
Symbol	NEW WORK
Symbol	EXISTING WORK
Symbol	REMOVE WORK
Symbol	CONSTRUCTION
Symbol	MECHANICAL
Symbol	ELECTRICAL
Symbol	PLUMBING
Symbol	FINISHES
Symbol	STRUCTURE
Symbol	MECHANICAL
Symbol	ELECTRICAL
Symbol	PLUMBING
Symbol	FINISHES
Symbol	STRUCTURE

- GENERAL NOTES TO CONTRACTORS**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- REVISIONS**
- | NO. | DATE     | DESCRIPTION           |
|-----|----------|-----------------------|
| 1   | 10/15/13 | ISSUED FOR PERMITTING |
| 2   | 10/15/13 | ISSUED FOR PERMITTING |
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SCALE	1/8" = 1'-0"
PROJECT	201301
SHEET	101
DATE	10/15/13
UNIT	101
NO.	101
DATE	10/15/13
NO.	101



STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES

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10/15/13

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495157

F. 414.230.6640  
7th Floor  
Suite 200  
150 N. State Street, 3rd Floor  
Chicago, IL 60601

SCALE	VALUES
PROJECT	CHRC
SET	PLANNING/SHEET
DATE	10/20/24
SHEET NUMBER	A6015

ENLARGED PLAN - LEVEL 01 - DEPARTMENT OF CIVIL RIGHTS

1

CBR REMODEL - DCR 104 & 103A

DATE: 10/20/24

PROJECT: CBR REMODEL

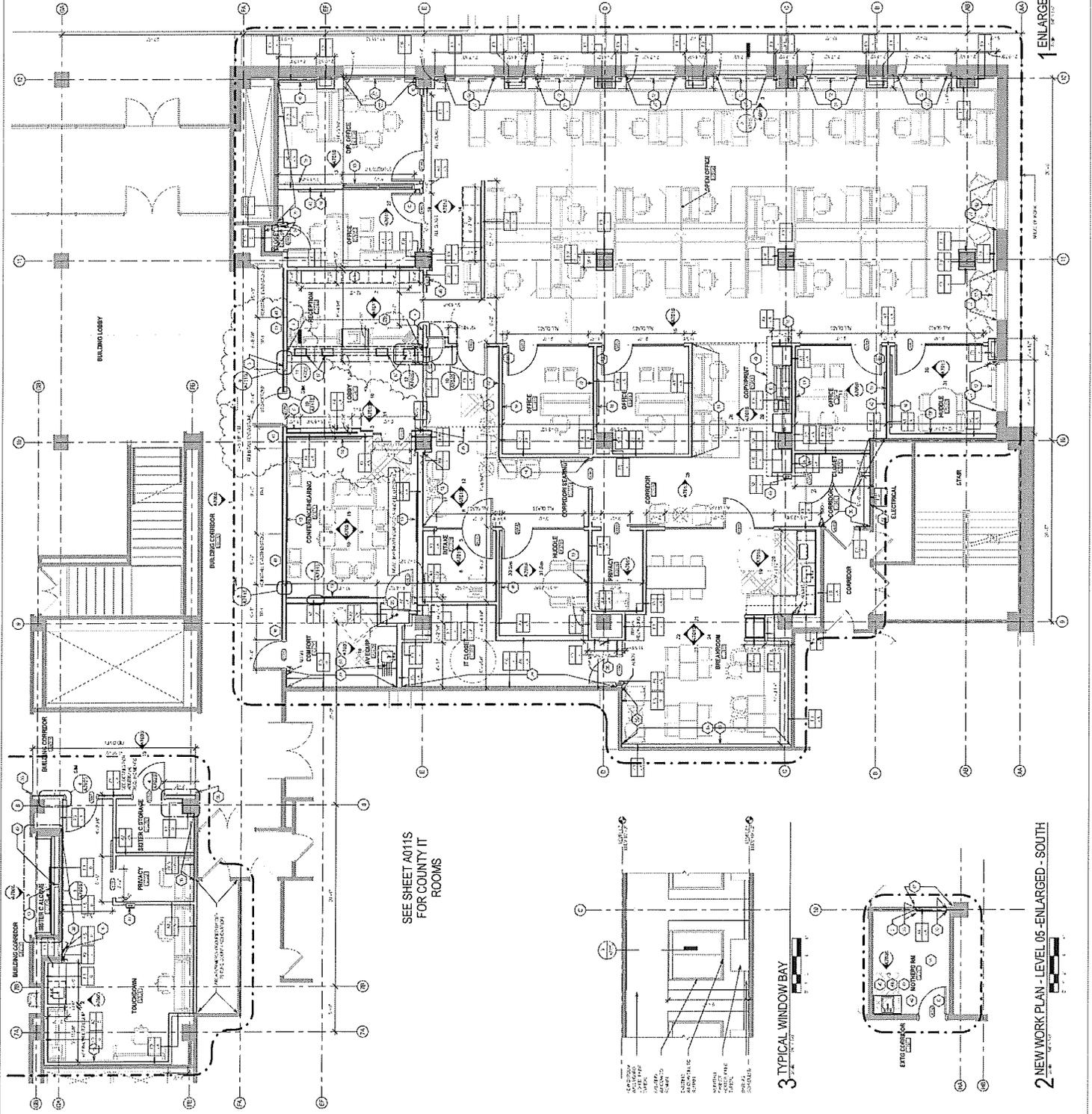
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REVISIONS

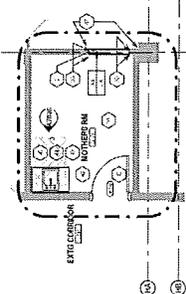
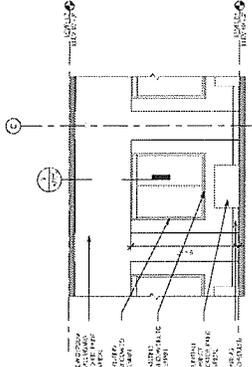
NO.	DATE	DESCRIPTION
1	10/20/24	ISSUED FOR PERMIT

- GENERAL NOTES TO CONTRACTOR**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS BUILDING CODE.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
  3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
  5. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
  7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS BUILDING CODE.
  8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
  9. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

- REVISIONS**
- | NO. | DATE     | DESCRIPTION       |
|-----|----------|-------------------|
| 1   | 10/20/24 | ISSUED FOR PERMIT |



SEE SHEET A0115  
FOR COUNTY IT  
ROOMS





1451 2700 6640  
700 North  
Jefferson St  
Middletown, VT  
05752

CGR REMODEL - DCR 104 & 109A  
2200 N. MOUNTAIN ST  
MIDDLETOWN, VT 05752  
11/2020

SCALE	1" = 1'-0"
PROJECT NUMBER	104 & 109A
DATE	11/2020
DESIGNER	BUSBY ARCHITECTS, INC.
CLIENT	VT DEPARTMENT OF TRANSPORTATION
PROJECT NAME	A700S

### 7 SYMBOL SIGN - EXIT - TYPE EE.1

NOTES:  
1. SIGN SHALL BE MOUNTED TO WALL AT 48" TO 60" HEIGHT.  
2. SIGN SHALL BE ILLUMINATED FROM THE FRONT.  
3. SIGN SHALL BE MADE OF ALUMINUM OR STAINLESS STEEL.  
4. SIGN SHALL BE MOUNTED TO WALL AT 48" TO 60" HEIGHT.  
5. SIGN SHALL BE ILLUMINATED FROM THE FRONT.  
6. SIGN SHALL BE MADE OF ALUMINUM OR STAINLESS STEEL.

### 4 ELEVATION - TYPICAL SYMBOL SIGNAGE - PHASE 2

### 11 ELEV - OFFICE DCR08 - N

### 15 ELEV - SHARED HEARING ROOM - E

### 10 ELEV - SHARED HEARING ROOM - W

### 9 ELEV - SHARED HEARING ROOM - S

### 6 ELEV - SHARED HEARING ROOM - N

### 5 ELEV - BUILDING CORRIDOR SISTER CITIES DISPLAY

### 3 507C MOTHERS RM ELEVATION 2

### 2 ELEV - SHARED TOUCHDOWN CASEWORK

### 1 ELEV - BUILDING LOBBY AT DCR CORRIDOR - SOUTH

### 13 ELEV - BUILDING LOBBY CORRIDOR AT TOUCHDOWN ENTRY - WEST





















1 ENLARGED PLAN - LEVEL 01 - TECHNOLOGY - LOBBY - DCR

T202S  
PROJECT NUMBER

SCALE	1/8" = 1'-0"
PROJECT NUMBER	T202S
DATE	11/17/17

4 186005 A301 01  
 CBM REMODEL - DCR 104 & 109A  
 215 KENNESAW BLVD  
 NASSAU HILLS FL 32563  
 904.437.1700

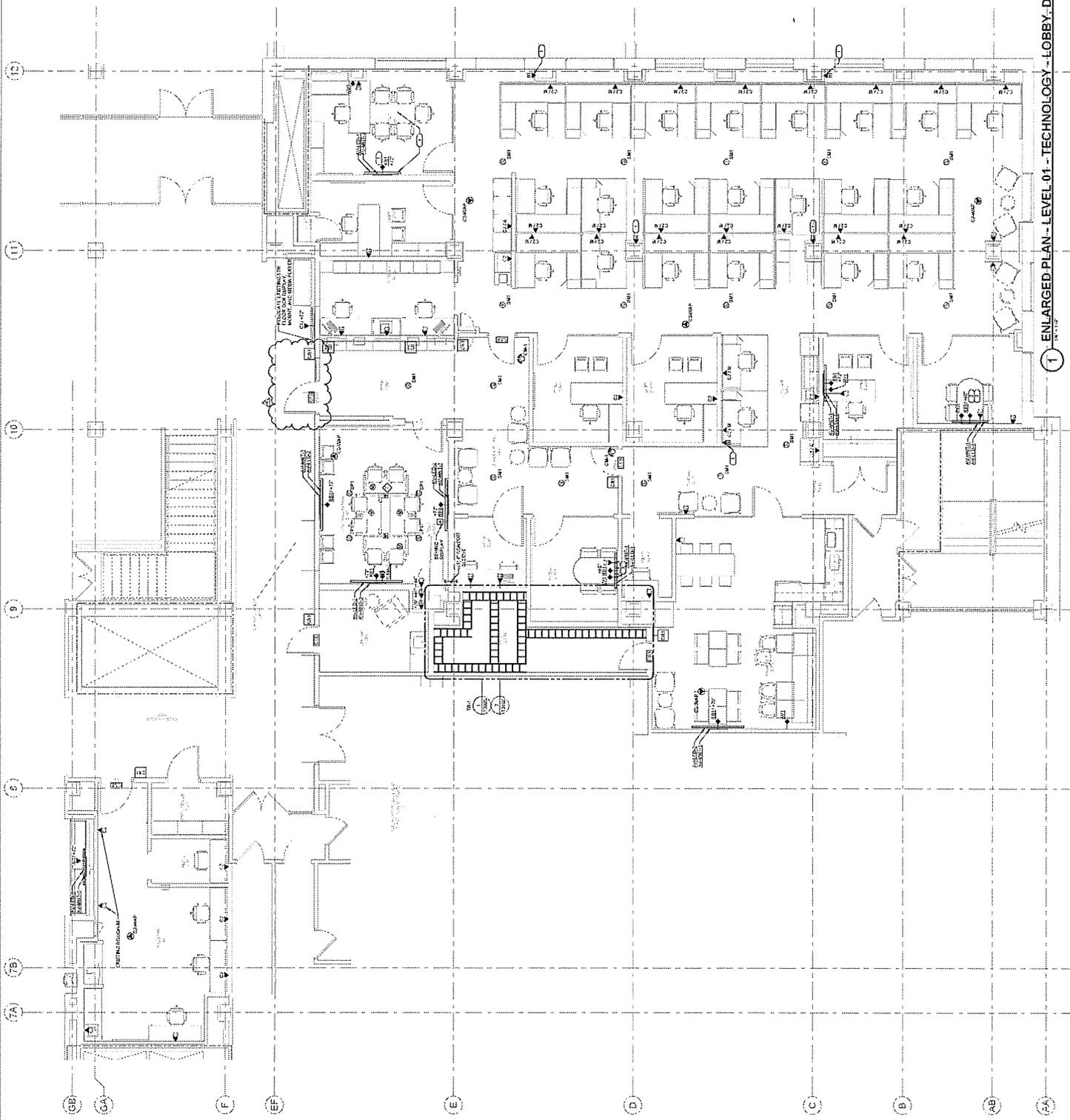
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 11/17/17 11:47:17 AM



**IMEG**  
 INTERIOR DESIGN  
 1400 W. WASHINGTON AVE  
 SUITE 200  
 TAMPA, FL 33606  
 TEL: 813.288.1600  
 WWW.IMEGDESIGN.COM



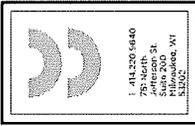
- REVISIONS**
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  2. PROVIDE FLOOR THROUGH ELEMENTS
  3. PROVIDE FLOOR THROUGH ELEMENTS
  4. PROVIDE FLOOR THROUGH ELEMENTS
  5. PROVIDE FLOOR THROUGH ELEMENTS
  6. PROVIDE FLOOR THROUGH ELEMENTS
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  9. PROVIDE FLOOR THROUGH ELEMENTS
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  11. PROVIDE FLOOR THROUGH ELEMENTS
  12. PROVIDE FLOOR THROUGH ELEMENTS



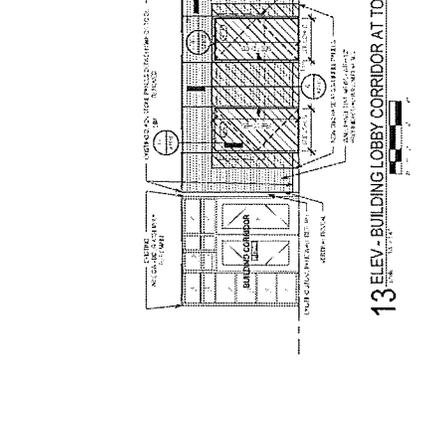
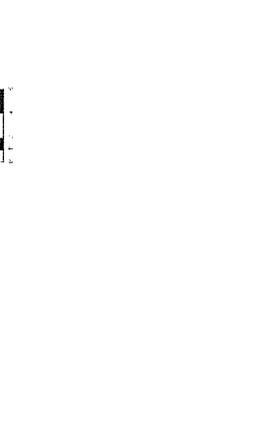
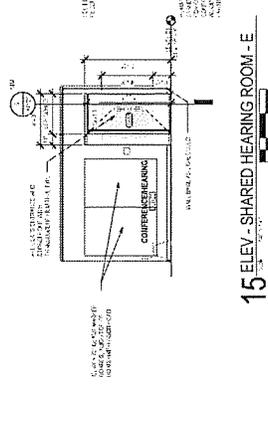
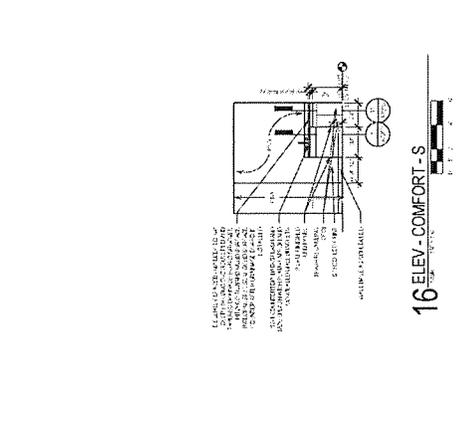
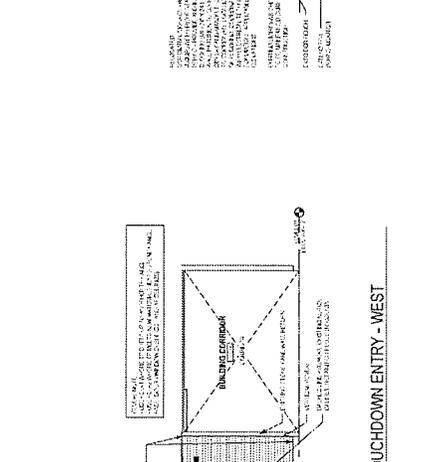
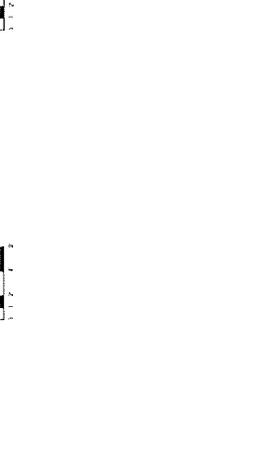
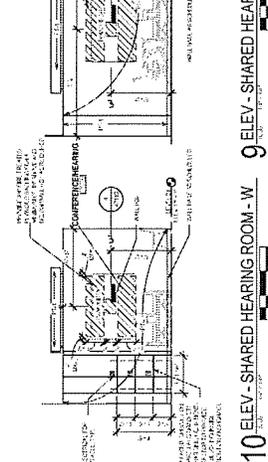
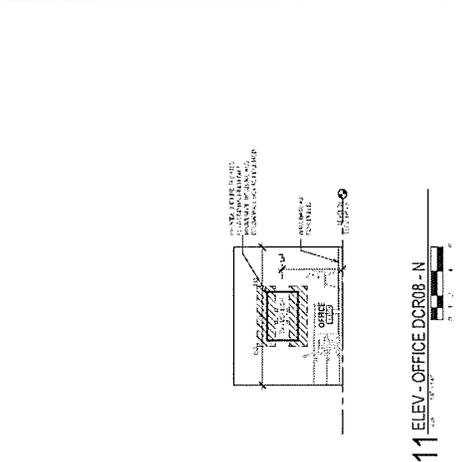
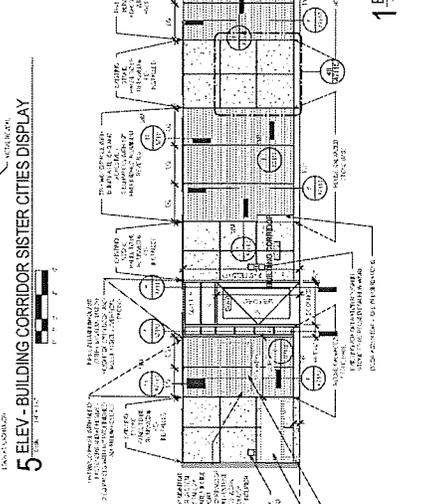
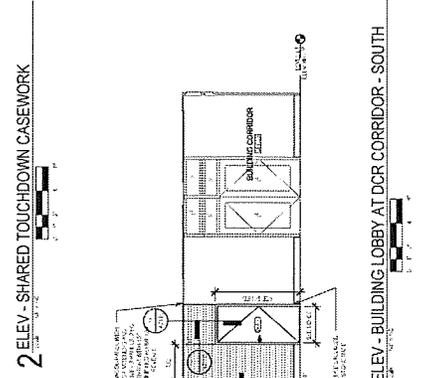
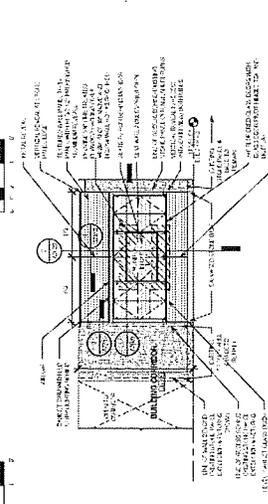
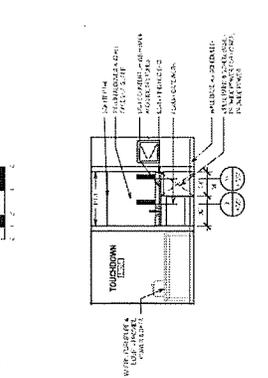
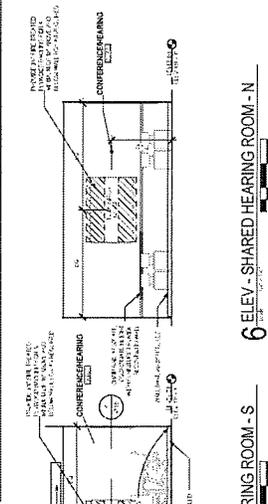
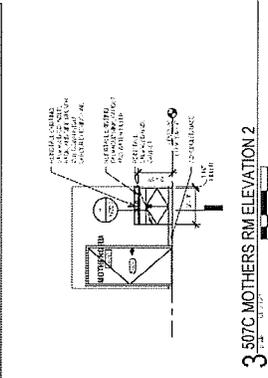
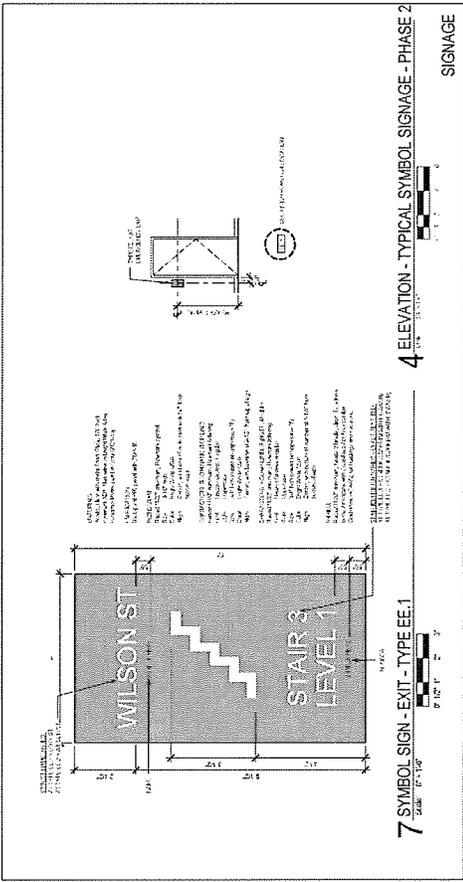








PROJECT NAME: CCR REMODEL - DCR 104 & 108A		DATE: 10/1/14	
PROJECT NUMBER: 104 & 108A		SHEET NUMBER: A7005	
PROJECT TYPE: REPAIRS		END SHEET	
DRAWN BY: [Name]		CHECKED BY: [Name]	
SCALE: AS SHOWN		DATE PLOTTED: 10/1/14	







1 415.225.6640  
75 North  
Sullivan St  
Philadelphia, PA  
19102

DATE: 01/11/17

ROOM FINISH SCHEDULE ABBREVIATIONS

W1	WOOD PANELING	W2	WOOD PANELING	W3	WOOD PANELING	W4	WOOD PANELING
W5	WOOD PANELING	W6	WOOD PANELING	W7	WOOD PANELING	W8	WOOD PANELING
W9	WOOD PANELING	W10	WOOD PANELING	W11	WOOD PANELING	W12	WOOD PANELING
W13	WOOD PANELING	W14	WOOD PANELING	W15	WOOD PANELING	W16	WOOD PANELING
W17	WOOD PANELING	W18	WOOD PANELING	W19	WOOD PANELING	W20	WOOD PANELING

ROOM	NO.	FINISH	DESCRIPTION	DATE
101	101	W1	WOOD PANELING	01/11/17
102	102	W2	WOOD PANELING	01/11/17
103	103	W3	WOOD PANELING	01/11/17
104	104	W4	WOOD PANELING	01/11/17
105	105	W5	WOOD PANELING	01/11/17
106	106	W6	WOOD PANELING	01/11/17
107	107	W7	WOOD PANELING	01/11/17
108	108	W8	WOOD PANELING	01/11/17
109	109	W9	WOOD PANELING	01/11/17
110	110	W10	WOOD PANELING	01/11/17
111	111	W11	WOOD PANELING	01/11/17
112	112	W12	WOOD PANELING	01/11/17
113	113	W13	WOOD PANELING	01/11/17
114	114	W14	WOOD PANELING	01/11/17
115	115	W15	WOOD PANELING	01/11/17
116	116	W16	WOOD PANELING	01/11/17
117	117	W17	WOOD PANELING	01/11/17
118	118	W18	WOOD PANELING	01/11/17
119	119	W19	WOOD PANELING	01/11/17
120	120	W20	WOOD PANELING	01/11/17

**GLASS WALLER BOARD SCHEDULE**

ITEM	DESCRIPTION	UNIT	QTY
1	GLASS WALLER BOARD	SQ. FT.	100
2	GLASS WALLER BOARD	SQ. FT.	200
3	GLASS WALLER BOARD	SQ. FT.	300
4	GLASS WALLER BOARD	SQ. FT.	400
5	GLASS WALLER BOARD	SQ. FT.	500

**FLOOR FINISH LEGEND**

CP1	CORNER	CP2	CORNER
CP3	CORNER	CP4	CORNER
CP5	CORNER	CP6	CORNER
CP7	CORNER	CP8	CORNER
CP9	CORNER	CP10	CORNER
CP11	CORNER	CP12	CORNER
CP13	CORNER	CP14	CORNER
CP15	CORNER	CP16	CORNER
CP17	CORNER	CP18	CORNER
CP19	CORNER	CP20	CORNER
CP21	CORNER	CP22	CORNER
CP23	CORNER	CP24	CORNER
CP25	CORNER	CP26	CORNER
CP27	CORNER	CP28	CORNER
CP29	CORNER	CP30	CORNER
CP31	CORNER	CP32	CORNER
CP33	CORNER	CP34	CORNER
CP35	CORNER	CP36	CORNER
CP37	CORNER	CP38	CORNER
CP39	CORNER	CP40	CORNER
CP41	CORNER	CP42	CORNER
CP43	CORNER	CP44	CORNER
CP45	CORNER	CP46	CORNER
CP47	CORNER	CP48	CORNER
CP49	CORNER	CP50	CORNER
CP51	CORNER	CP52	CORNER
CP53	CORNER	CP54	CORNER
CP55	CORNER	CP56	CORNER
CP57	CORNER	CP58	CORNER
CP59	CORNER	CP60	CORNER
CP61	CORNER	CP62	CORNER
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CP65	CORNER	CP66	CORNER
CP67	CORNER	CP68	CORNER
CP69	CORNER	CP70	CORNER
CP71	CORNER	CP72	CORNER
CP73	CORNER	CP74	CORNER
CP75	CORNER	CP76	CORNER
CP77	CORNER	CP78	CORNER
CP79	CORNER	CP80	CORNER
CP81	CORNER	CP82	CORNER
CP83	CORNER	CP84	CORNER
CP85	CORNER	CP86	CORNER
CP87	CORNER	CP88	CORNER
CP89	CORNER	CP90	CORNER
CP91	CORNER	CP92	CORNER
CP93	CORNER	CP94	CORNER
CP95	CORNER	CP96	CORNER
CP97	CORNER	CP98	CORNER
CP99	CORNER	CP100	CORNER

**ROOM FINISH SCHEDULE NOTES**

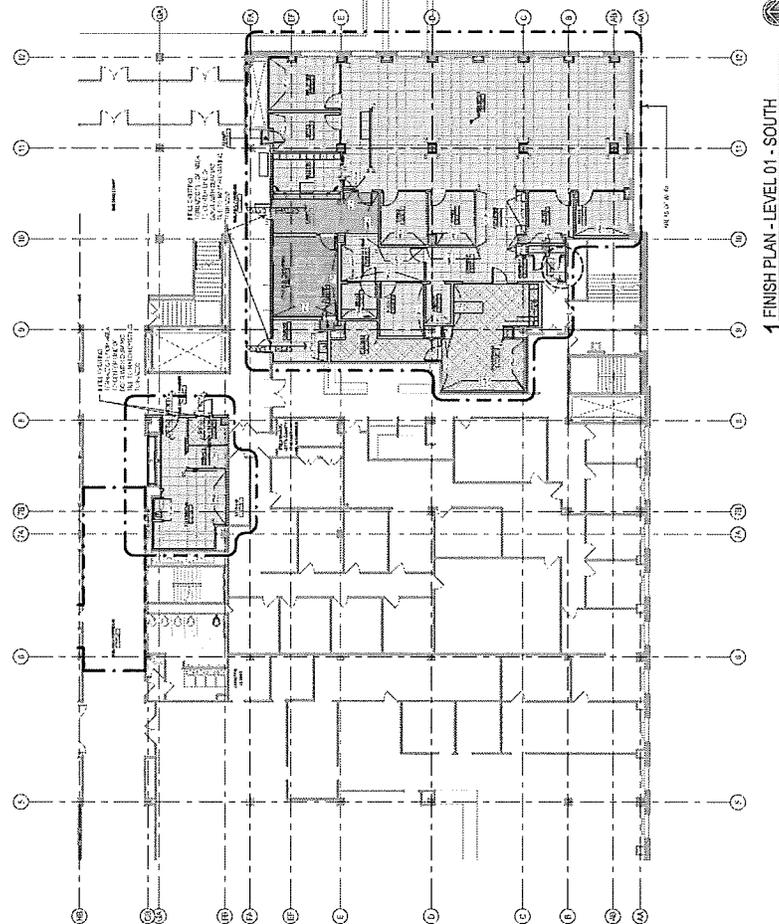
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10. FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE SCHEDULE.

**ROOM FINISH SCHEDULE - CORRIDOR SPACES - LEVEL 01 - SOUTH**

ROOM NO.	FINISH	DESCRIPTION	DATE
101	W1	WOOD PANELING	01/11/17
102	W2	WOOD PANELING	01/11/17
103	W3	WOOD PANELING	01/11/17
104	W4	WOOD PANELING	01/11/17
105	W5	WOOD PANELING	01/11/17
106	W6	WOOD PANELING	01/11/17
107	W7	WOOD PANELING	01/11/17
108	W8	WOOD PANELING	01/11/17
109	W9	WOOD PANELING	01/11/17
110	W10	WOOD PANELING	01/11/17
111	W11	WOOD PANELING	01/11/17
112	W12	WOOD PANELING	01/11/17
113	W13	WOOD PANELING	01/11/17
114	W14	WOOD PANELING	01/11/17
115	W15	WOOD PANELING	01/11/17
116	W16	WOOD PANELING	01/11/17
117	W17	WOOD PANELING	01/11/17
118	W18	WOOD PANELING	01/11/17
119	W19	WOOD PANELING	01/11/17
120	W20	WOOD PANELING	01/11/17

**ROOM FINISH SCHEDULE - CORRIDOR SPACES - LEVEL 01 - SOUTH**

ROOM NO.	FINISH	DESCRIPTION	DATE
101	W1	WOOD PANELING	01/11/17
102	W2	WOOD PANELING	01/11/17
103	W3	WOOD PANELING	01/11/17
104	W4	WOOD PANELING	01/11/17
105	W5	WOOD PANELING	01/11/17
106	W6	WOOD PANELING	01/11/17
107	W7	WOOD PANELING	01/11/17
108	W8	WOOD PANELING	01/11/17
109	W9	WOOD PANELING	01/11/17
110	W10	WOOD PANELING	01/11/17
111	W11	WOOD PANELING	01/11/17
112	W12	WOOD PANELING	01/11/17
113	W13	WOOD PANELING	01/11/17
114	W14	WOOD PANELING	01/11/17
115	W15	WOOD PANELING	01/11/17
116	W16	WOOD PANELING	01/11/17
117	W17	WOOD PANELING	01/11/17
118	W18	WOOD PANELING	01/11/17
119	W19	WOOD PANELING	01/11/17
120	W20	WOOD PANELING	01/11/17



1 FINISH PLAN - LEVEL 01 - SOUTH



DATE: 01/11/17

ROOM FINISH SCHEDULE AND FINISH PLAN - LEVEL 01 - SOUTH

PROJECT NO. 1084

DATE: 01/11/17

SCALE: 1/8" = 1'-0"

PROJECT NO. 1084

DATE: 01/11/17

SCALE: 1/8" = 1'-0"

PROJECT NO. 1084

DATE: 01/11/17

SCALE: 1/8" = 1'-0"

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DATE: 01/11/17

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PROJECT NO. 1084

DATE: 01/11/17

SCALE: 1/8" = 1'-0"

PROJECT NO. 1084

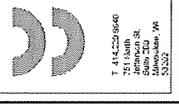
DATE: 01/11/17

SCALE: 1/8" = 1'-0"

PROJECT NO. 1084

DATE: 01/11/17





T 414.222.8640  
 721 S. MAIN ST.  
 MILWAUKEE, WI  
 53212-1001

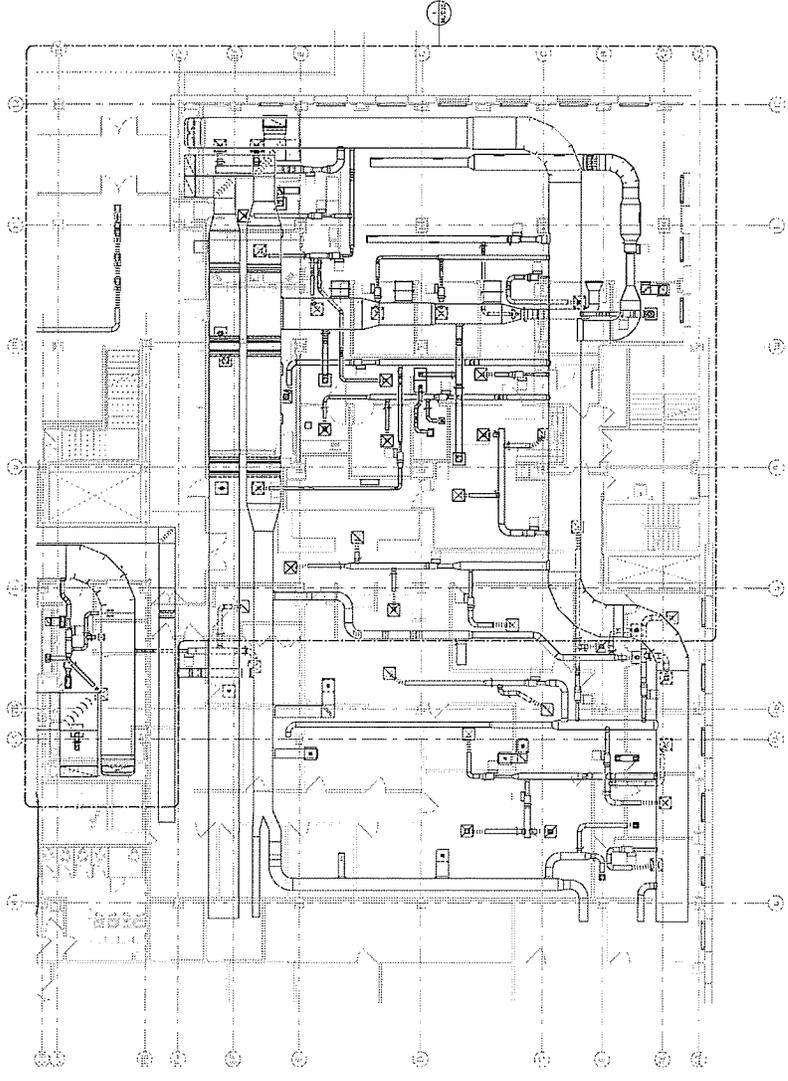
CONTRACT NO.



SMALL NEW WORK PLAN - LEVEL 01 - SOUTH - HVAC DUCT  
 210 NORTH LAUREL ST. 3RD FL.  
 MILWAUKEE, WI 53202  
 CCB REMODEL - DCR 104 & 108A

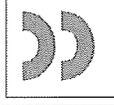
PROJECT #

- GENERAL NOTES:**
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK. VERIFY ALL CONDITIONS BEFORE WORK.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).
  15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL CODE (NEC).



OVERALL NEW WORK PLAN - LEVEL 01 - SOUTH - HVAC DUCT

SCALE	1/8" = 1'-0"
PROJECT NUMBER	210103
DATE	11/16/2016
DATE ISSUED	11/16/2016
PROJECT NUMBER	M201S



T. 41,220 846  
 751 10th St.  
 Suite 200  
 Bismarck, ND 58502

DATE: 11/11/10



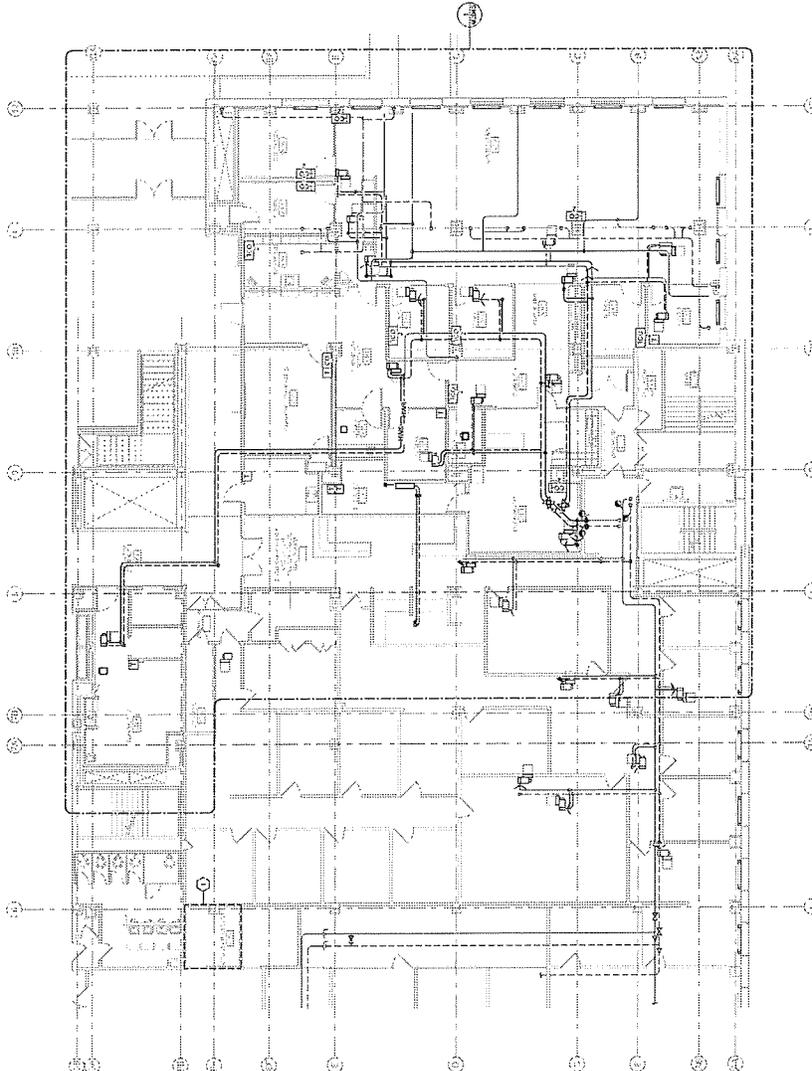
OVERALL NEW WORK PLAN - LEVEL 01 - SOUTH - HVAC PIPE  
 11/11/10  
 210 W. 10th St. - King of Hill  
 Bismarck, ND 58502

SCALE	1/4" = 1'-0"
PROJECT NUMBER	111010
SET	800-SET
DATE	11/11/10
PROJECT	111010
DATE	11/11/10
PROJECT	111010

M202S

**GENERAL NOTES:**

1. VERIFY ALL CONDITIONS BEFORE COMMENCING WORK. REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BISMARCK AND THE STATE OF NORTH DAKOTA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BISMARCK AND THE STATE OF NORTH DAKOTA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BISMARCK AND THE STATE OF NORTH DAKOTA.
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5. COORDINATE ALL INTERFERENCES WITH LOCAL COUNTY FACILITIES.
6. MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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OVERALL NEW WORK PLAN - LEVEL 01 - SOUTH - HVAC PIPE









T. H. F. CO. INC.  
705 BOND ST.  
ANN ARBOR, MI 48106  
313.763.1100

ENLARGED PLAN - LEVEL 01 - DEPARTMENT OF CIVIL RIGHTS - POWER SYSTEMS  
 PROJECT NO. 104 & 108A  
 CCB REMODEL-DOR 104 & 108A  
 ROBERT M. STILES  
 10/26/2013

SCALE	1"=10'-0"
DATE	10/26/2013
BY	RFM
CHECKED	RFM
APPROVED	RFM

E2105

**POWER / SYSTEMS GENERAL NOTES**

REFER TO SHEET 05 NEW FOR ALL SYMBOLS, ABREVIATIONS, AND DETAILS.

CONDUCT ALL WORK IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72) AS AMENDED THROUGH THE DATE OF THIS DOCUMENT. CONSULT THE LOCAL CODES FOR ANY VARIATIONS.

VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.

COORDINATE ALL WORK WITH ARCHITECTURAL, MECHANICAL, PLUMBING, AND OTHER TRADES TO AVOID CONFLICTS AND TO MAINTAIN THE INTEGRITY OF ALL SYSTEMS.

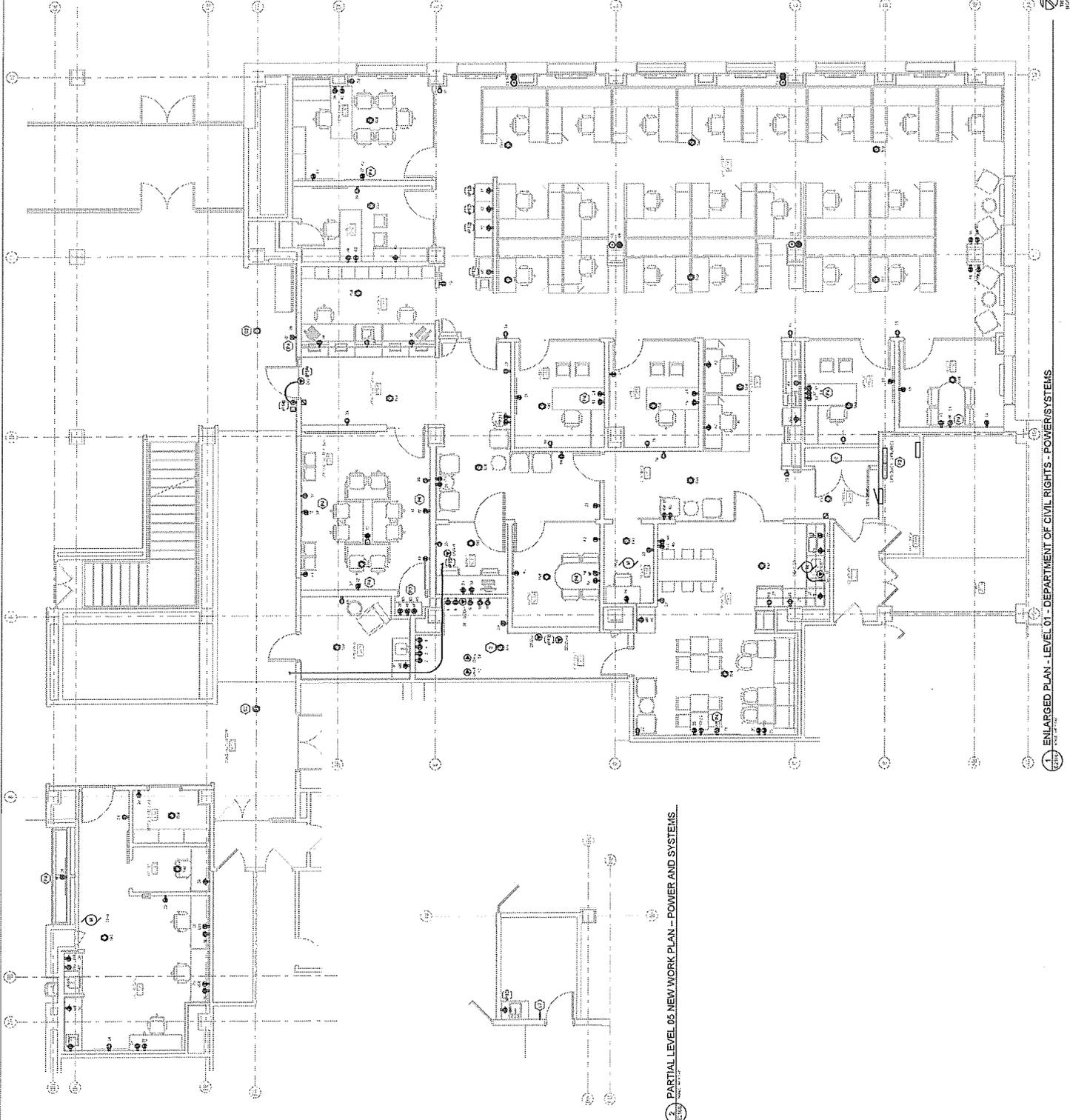
VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.

COORDINATE ALL WORK WITH ARCHITECTURAL, MECHANICAL, PLUMBING, AND OTHER TRADES TO AVOID CONFLICTS AND TO MAINTAIN THE INTEGRITY OF ALL SYSTEMS.

VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.

COORDINATE ALL WORK WITH ARCHITECTURAL, MECHANICAL, PLUMBING, AND OTHER TRADES TO AVOID CONFLICTS AND TO MAINTAIN THE INTEGRITY OF ALL SYSTEMS.

- NOTES TO THE CONTRACTOR**
1. CONNECT NEW WORK TO EXISTING ELECTRICAL SYSTEMS.
  2. VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.
  3. VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.
  4. VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.
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  12. VERIFY ALL WORKING CONDITIONS OF EXISTING WORK.



PARTIAL LEVEL 05 NEW WORK PLAN - POWER AND SYSTEMS

ENLARGED PLAN - LEVEL 01 - DEPARTMENT OF CIVIL RIGHTS - POWER SYSTEMS



T2025  
ENLARGED PLAN - LEVEL 01 - TECHNOLOGY - LOBBY - DCR

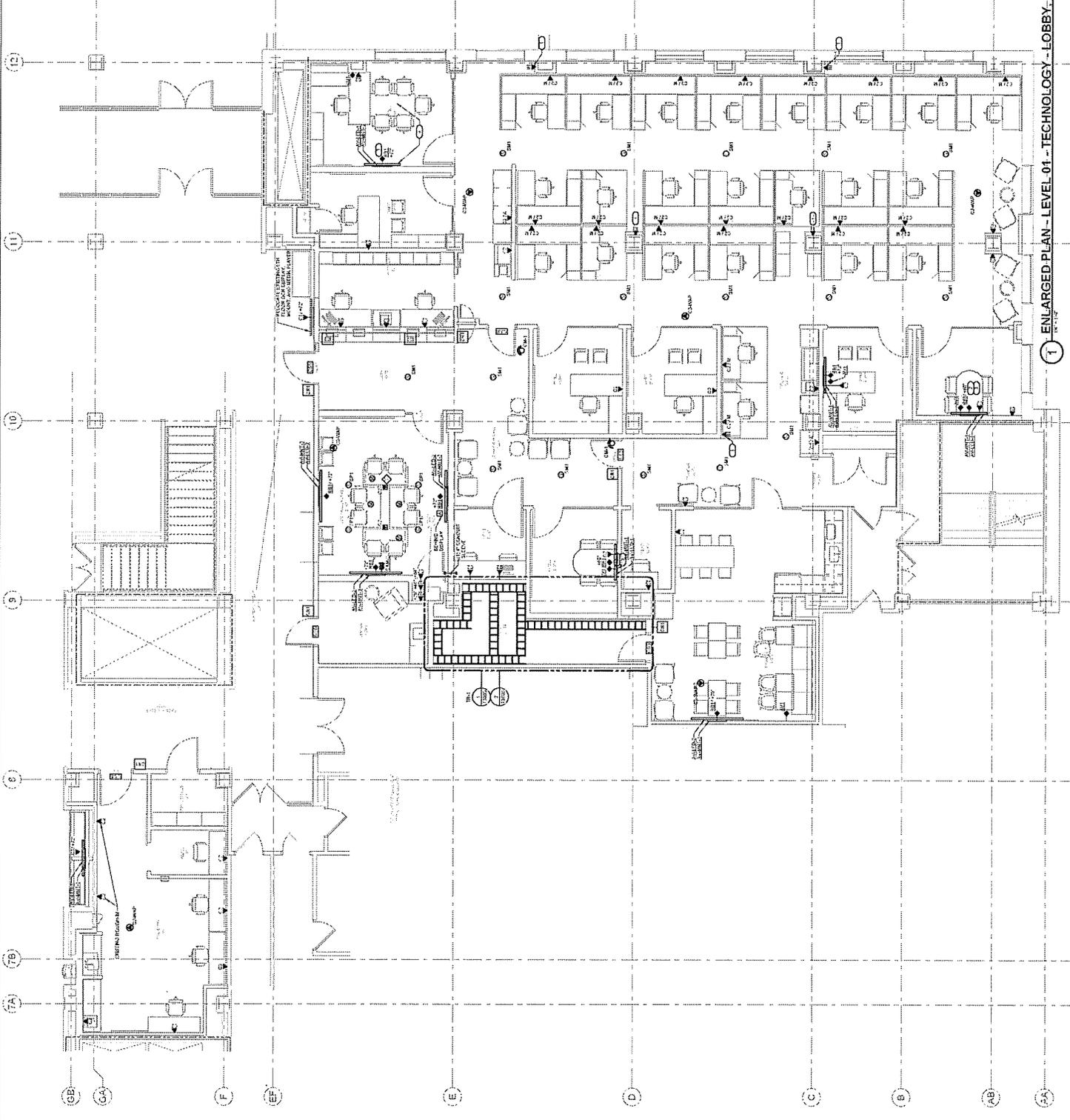
SCALE	1/8" = 1'-0"
PROJECT NUMBER	DCR 104 & 109A
DATE	08/14/14
DESIGN	MECHANICAL
REVISION	
DRAWN	
CHECKED	

ENLARGED PLAN - LEVEL 01 - TECHNOLOGY - LOBBY - DCR - SOUTH  
 PROJECT NUMBER: DCR 104 & 109A  
 DATE: 08/14/14  
 DESIGN: MECHANICAL



**IMEG**  
 10000 W. BRIDGEWAY  
 SUITE 200  
 FARMERSVILLE, VA 22434  
 TEL: 540-339-6600  
 FAX: 540-339-6601  
 WWW.IMEGVA.COM

1. PROVIDE MECHANICAL SYMBOLS FOR ALL MECHANICAL EQUIPMENT TO BE INSTALLED IN THE LOBBY AND TECHNOLOGY AREAS.
2. PROVIDE MECHANICAL SYMBOLS FOR ALL MECHANICAL EQUIPMENT TO BE INSTALLED IN THE LOBBY AND TECHNOLOGY AREAS.
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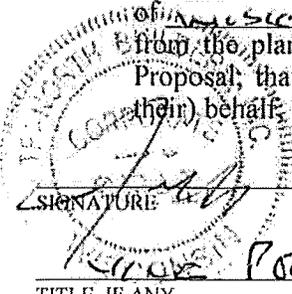
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CCB REMODEL – DCR 104 & 108A

CONTRACT NO. 9583

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of TELE-MARTY BLDG SVCS (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Fitchburg State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.



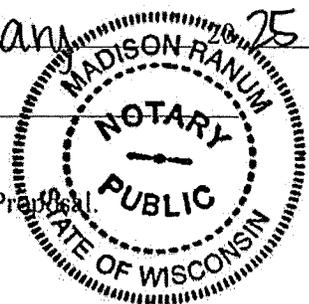
Severin Ruggell  
 \_\_\_\_\_  
 TITLE, IF ANY PRESIDENT

Sworn and subscribed to before me this 10th day of January 2025

Madison Ranum  
 (Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/14/25

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



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

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

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

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

CONTRACT NO. 9583

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

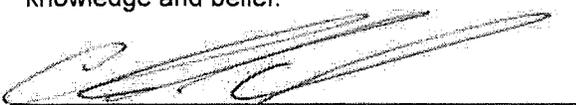
Prime Bidder Information

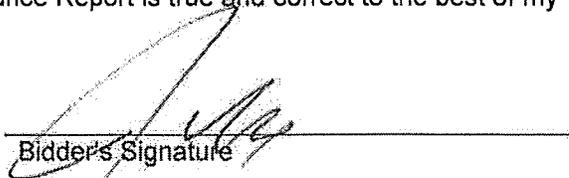
Company:	Tri-North Builders
Address:	2625 Research Park Dr. Fitchburg, WI 53711
Telephone Number:	608-271-8717
Fax Number:	608-271-3354
Contact Person/Title:	Jerry Roach / VP Estimating

Prime Bidder Certification

Name:	Jerry Roach
Title:	VP Estimating
Company:	Tri-North Builders

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

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

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

1-22-25  
\_\_\_\_\_  
Date



**CCB REMODEL - DCR 104 & 108A**

CONTRACT NO. 9583

DATE: 1/16/25

**Tri-North Builders, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90000 - BASE BID - LUMP SUM	1.00	\$1,898,500.00	\$1,898,500.00
90001 - MUNICIPAL COURT DATA CABLING - LUMP SUM	1.00	\$14,000.00	\$14,000.00
2 Items	Totals		\$1,912,500.00

## **SECTION G: BID BOND**

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

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

### **CCB REMODEL - DCR 104 & 108A CONTRACT NO. 9583**

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  
TJ-North Builders, Inc.  
Name of Principal  
By [Signature] 1/16/2025  
Date  
Name and Title J. E. [Signature] VP

Seal SURETY  
Atlantic Specialty Insurance Company  
Name of Surety  
By [Signature] 1/16/2025  
Date  
Name and Title Bradley S. Babcock, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 9070604 for the year 2025, 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.

1/16/2025  
Date

[Signature]  
Agent Signature  
1533 Wisconsin Avenue  
Address  
Grafton, WI 53024  
City, State and Zip Code  
262 204-8448  
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



Power of Attorney

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

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

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

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

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

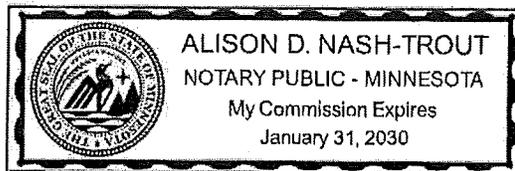
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]  
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

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



[Signature]  
Notary Public

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

Signed and sealed. Dated 16th day of January, 2025

This Power of Attorney expires  
January 31, 2030



[Signature]  
Kara L.B. Barrow, Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 25th day of February in the year Two Thousand and Twenty-Five between **TRI-NORTH BUILDERS, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **FEBRUARY 11, 2025**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

### CCB REMODEL - DCR 104 & 108A CONTRACT NO. 9583

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION NINE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$1,912,500.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.  
**B. Affirmative Action.** The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

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

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

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

**CCB REMODEL - DCR 104 & 108A  
CONTRACT NO. 9583**

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

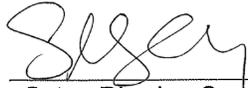
Countersigned:

TRI-NORTH BUILDERS, INC.

Company Name

<u><i>[Signature]</i></u>	<u>2-5-25</u>	<u><i>[Signature]</i></u>	<u>2/5/2025</u>
Witness	Date	President	Date
<u><i>[Signature]</i></u>	<u>2-5-25</u>	<u><i>[Signature]</i></u>	<u>2/5/25</u>
Witness	Date	Secretary	Date

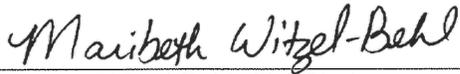
CITY OF MADISON



Satya Rhodes-Conway, Mayor

02/25/2025

Date



Maribeth Witzel-Behl, City Clerk

2/14/2025

Date

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



David P. Schmiedicke, Finance Director

2/24/2025

Date

Approved as to form:



Michael Haas, City Attorney

2/24/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -25-00088, ID No. 86844, adopted by the Common Council of the City of Madison on February 11, 2025.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we TRI-NORTH BUILDERS, INC. as principal, and Atlantic Specialty Insurance Company Company of Plymouth, MN as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION NINE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$1,912,500.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**CCB REMODEL - DCR 104 & 108A  
CONTRACT NO. 9583**

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 12th day of February, 2025

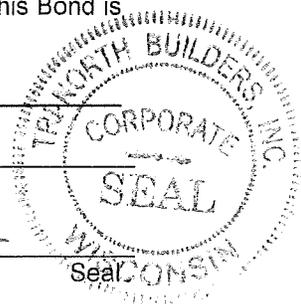
Countersigned:

TRI-NORTH BUILDERS, INC.

Company Name (Principal)

[Signature]  
Witness  
[Signature]  
Secretary

[Signature]  
President



Atlantic Specialty Insurance Company

Surety Seal

Salary Employee  Commission

By [Signature]  
Attorney-in-Fact Bradley S. Babcock

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9070604 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 12, 2025  
Date

[Signature]  
Agent Signature Bradley S. Babcock

The foregoing Bond has been approved as to form:

2/24/2025  
Date

*Michael Haas*  
City Attorney



Power of Attorney

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

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

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

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

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

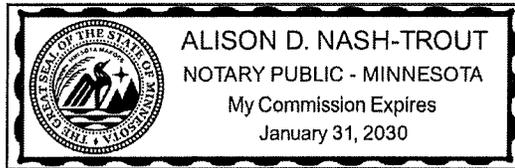
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By [Signature]
Sarah A. Kolar, Vice President and General Counsel

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



[Signature]
Notary Public

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

Signed and sealed. Dated 12th day of February, 2025.

This Power of Attorney expires
January 31, 2030



[Signature]
Kara L.B. Barrow, Secretary