



REQUEST FOR PROPOSAL (RFP)

Madison College Solar Project 2020

SPECIFICATION NO. RFP20-011

KEY BID/PROPOSAL DATES -

Due Dates:

RFP Issued/Released: Tuesday, April 14, 2020

Questions closed: Wednesday, April 28, 2020

(Directed only to purchasing@madisoncollege.edu)

Answers posted to Demandstar: Thursday, April 30, 2020

BID/Proposal Due Date: Thursday, May 7, 2020, 2:00pm

Estimated Notification of Award: June 4, 2020

Note: Only the awarded vendor will be contacted directly upon Madison College District Board approval.

For more information on about Demandstar and how to register please see Madison College Purchasing link: <http://madisoncollege.edu/suppliers>

REQUEST FOR RFP20-011

Madison Area Technical College District, 1701 Wright Street, Madison, WI 53704 is requesting proposals in the Purchasing Office for the items or services stated in accordance with the specifications and conditions as detailed. Madison Area Technical College is one of the 16 districts of the Wisconsin Technical College System (WTCS) in the State of Wisconsin. The District's technical name is Madison Area Technical College District. It generally ranks as the second largest district in the state in terms of enrollment and other Indicators which are traditionally used to compare WTCS districts. The College is governed by a nine member Board which is appointed by the county chairpersons of the boards of supervisors of the counties which make up the District. The District is located in south central Wisconsin encompassing the counties of Columbia, Dane, Jefferson, Marquette and Sauk; and portions of Adams, Dodge, Green, Iowa, Juneau, Richland and Rock counties. The District covers approximately 4,300 square miles and has an unduplicated headcount enrollment of approximately 30,000 students. The main campus is located in Madison, Wisconsin. The District also has branch campuses at Fort Atkinson, Portage, Reedsburg and Watertown. In addition there are educational center at West Madison, South Madison and on Commercial Avenue which is on the east side of Madison and the main campus, Truax Campus, is located on Wright Street near Madison's Truax Airport.

General Terms, Conditions and Instructions

DEFINITION

The term "District" as used throughout shall mean Madison Area Technical College District. The term "Madison College" as used throughout shall mean Madison Area Technical College.

METHOD OF SUBMITTING PROPOSALS

Proposals must be delivered via e-mail only. **Proposals must be sent via email to- purchasing@madisoncollege.edu** Proposals must be received no later than **May 7, 2020, 2:00 PM.**

The **email subject line** should state: **"RFP20-011 and your company name." Any attachments should be named: "RFP20-011 and your company name."** "It is the responsibility of the bidder emailing their proposal response to ensure the proposal was received on time to the purchasing@madisoncollege.edu inbox, preferably by requesting a "read receipt". Any proposals received by the specified due date and time that do not contain a submission signature of the proposing organization may not be accepted for consideration by Madison College. Arrival of a proposal by any other means than email or emailed to an incorrect address may be cause for rejection and no consideration by the college.

*Proposals will be opened at the bid submission deadline.
Faxed BIDS/proposals will not be accepted.*

RFP20-011**CONTRACT DOCUMENT**

BID/PROPOSAL must be signed by a person authorized to commit on behalf of the vendor. All conditions, terms, definitions and specifications, etc. as set forth in this document along with the information submitted by the successful bidder, shall be considered the contract for the services set forth unless otherwise modified in writing by mutual agreement. If any provision of this contract shall be found to be contrary to any statute, the remaining parts of the contract shall remain in force. RFP contracts may be awarded for a period of no longer, than five years with districts having an option of additional consecutive one-year extensions up to a maximum total contract length (including extensions) of seven years

ACCEPTANCE/REJECTION

Compliance with all specifications and conditions is required. The District reserves the right to accept or reject any or all proposals or parts of proposals for any reason, to waive any irregularities in any proposal or to make the award in such manner as may be deemed by the District to be right and proper and in the best interest of the District and said determination shall be final. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposal and investigating the qualifications of vendors, prior to the awarding of the contract.

WITHDRAWAL OF BID/PROPOSALS

Prior to the designated closing time, any contractor or vendor may withdraw their proposal; however, no proposal shall be withdrawn for a period of ninety (90) days after the designated closing time for receipt of proposals.

ADDENDA

All addenda issued by the District before the proposal due date shall become a part of the specifications loaned, shall be covered in the proposal, and will be made part of the contract. It is the responsibility of each bidder to check for any addenda issued related to this RFP before submitting a proposal. **If not already registered with DemandStar, bidders must register using the website: <http://www.Demandstar.com>. After downloading the RFP documents in DemandStar, proposers will become "plan holders" of this RFP and will automatically receive notice to any addenda and/or answers to questions.** It is the responsibility of each bidder to check for any addenda posted to Demandstar before submitting their proposal.

APPLICABLE LAW

The resulting contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all Federal and State laws, Local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the bidder's letterhead, signed, and attached to the Proposal affidavit form

ALTERNATE PROPOSALS

Alternate proposals will not be accepted unless submitted in writing to the College and approved within the stated question and answer period of the proposal.

PRIOR AGREEMENTS

The terms set forth in this agreement constitute the full and final agreement between MADISON COLLEGE and the qualified vendor whose proposal is selected (hereinafter referred to collectively as "the parties"), and these terms are the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of any prior course of dealings involving either or both of the parties. In entering into this Agreement, both parties represent that neither has relied up on any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

There are no conditions precedents to the effectiveness of this Agreement other than those expressly stated in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Terms set forth on any purchase order or like document prior to this Agreement do not modify, supplement or otherwise amend the terms set forth in this Agreement, and any such terms included in such prior documents have no force or effect.

LIABILITY

The District is not liable for any costs incurred in replying to this proposal. All proposals become the property of the District and are considered public records (not confidential).

DATA SHARING AGREEMENT

If vendor is awarded this bid, then in addition to an agreement detailing the relationship between the parties, the vendor shall also sign a Data Sharing Agreement with the District which provides that the vendor protects the confidentiality and security of the District's Data. The Data Sharing Agreement incorporates necessary compliance terms for Family Educational Rights and Privacy Act ("FERPA"), the EU's General Data Protection Regulation ("GDPR"), and other laws applicable to the District. The word "Data" as used in this document means personally identifiable information, employee records, student records/ FERPA information, financial information, health information, proprietary information, information collected in the European Union, or any other information that the District is obligated to protection or maintain as confidential

INSURANCE REQUIREMENTS

Vendor agrees to indemnify, hold harmless, and defend the District, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring

during the course of the contract. Vendor shall maintain in full force and effect during the term of the agreement, the following insurance: (1) general liability insurance of \$1 million dollars per occurrence, and \$3 million dollars aggregate per annum; (2) Worker's Compensation as prescribed by the State of Wisconsin; (3) automobile bodily injury of \$1 million per occurrence, and \$3 million dollars per annum; (4) Crime coverage of \$1 million dollars per occurrence and per annum; (5) Technology Errors & Omissions of \$5 million per annum, inclusive of defense costs; and (6) Network Security/Privacy Liability with a sublimit for data breach response of at least \$2.5 million and overall liability coverage of \$5 million per annum. If requested, the District shall be designated as an additional named insured on the Vendor's policy, and an appropriate endorsement deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by the District for a wrongful act of Vendor. Vendor agrees to ensure subcontractor compliance with Worker's Compensation insurance as prescribed by the State of Wisconsin. The District reserves the right to require additional insurance coverage including an increase in insurance limits.

AFFIRMATIVE ACTION POLICY

The Vendor shall comply with the Madison Area Technical College Affirmative Action Policy as stated below: It is the policy of the District not to discriminate on the basis of age, handicap, national origin or ancestry, race, color, religion, creed, sex, sexual orientation, marital status, arrest or conviction record, service in the armed forces, genetic testing, and the use or non-use of lawful products off the employer's premises during non-working hours, or any other basis prohibited by applicable law. Inquiries regarding this policy may be directed to the Affirmative Action Officer of Madison College, 1701 Wright Street, Madison, WI 53704.

COOPERATIVE PURCHASING

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

WISCONSIN OPEN RECORDS LAW

Respondents to this RFP are advised that all documents received by Madison College in connection with this RFP, including proposals, contracts, if any, and all other submitted attachments, will become the exclusive property of Madison College. Furthermore, to the extent permitted by law, it is the intention of Madison College to withhold the contents of the proposals, contracts, if any, and any other submitted documents, from public view until such times as the competitive or bargaining reasons no longer require non-disclosure in the opinion of Madison College. At that time, all proposals, and any resulting contracts thereof, and all other submitted documents in connection to this RFP, will be available for review in accordance with Wisconsin Open Records Law. Pursuant to Wisconsin State Statutes Section 19.36(5), protection from disclosure may apply to those pages in each submittal, as defined in Wisconsin Statutes Section 134.90(1)(c), and which are marked as TRADE SECRET, CONFIDENTIAL, or PROPRIETARY by the RFP respondent or other submitting party. The respondent

shall mark each page separately; and any non-confidential data shall begin on the subsequent page. Marking all or nearly all, of the proposal as TRADE SECRET, CONFIDENTIAL, OR PROPRIETARY may result in the rejection of the proposal. In this regard, Madison College may reject any proposal it cannot fairly evaluate without the information marked proprietary. Madison College will not advise as the nature of the content of the documents marked as entitled to this protection of non-disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY as it determines to be appropriate. Madison College will endeavor to advise the RFP respondent of any requests for the disclosure of the material so marked with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY, and give the respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested materials, the proposer respondent shall be solely responsible for notifying the submitting party of the requests. Madison College's sole responsibility is to notify the proposer of the request for disclosure, and Madison College shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of the court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of Madison College or its officers, employees, consultants, or subcontractors.

PAYMENT

Standard payment terms are net 30 days. Invoices should be sent to accountspayable@madisoncollege.edu for processing. Madison College prefers payments to occur at the completion of major milestones.

PRICING

Prices quoted herein shall remain firm throughout the initial term of the contract period. Subsequent renewal costs are not to increase more than the CPI and must be approved by Madison College. Rates for subsequent renewal periods shall not exceed the increase in the Consumer Price Index that is listed by the Bureau of Labor Statistics for the Midwest region, all items category. The listing of the CPI will be used for the annual increase. Changes in labor rates shall not be cause for increased pricing.

QUESTIONS

All questions regarding this BID/proposal should be directed to purchasing@madisoncollege.edu. Answers to questions that are relevant to all bidders will be posted on Demandstar. It is the responsibility of each bidder to check for answers to questions by logging into their Demandstar account. Answers to all applicable questions will be posted on Demandstar by date.

END OF SECTION

SECTION A EXECUTIVE SUMMARY

A.1 Background. The Midwest Renewable Energy Association (“MREA”) and Madison Area Technical College (Madison College) are issuing this Request for Proposals (“RFP”) to solicit proposals from qualified solar electric power project Offerors (“Offeror” or “Offerors”) interested in developing one or more PV installations (“Systems”) at Madison College’s Reedsburg and Fort Atkinson campuses. Interested Offerors are invited to submit proposals to develop Systems for one or both of the two sites identified in this RFP (“Projects”).

The solar PV systems will include special design considerations required to make the systems compatible with educational uses. This includes design for student access, design for hands-on instructional use, and design for data gathering, monitoring and analysis. In addition, it is the intent of the specifications, terms and conditions contained herein to describe the requirements and process for this procurement.

The following are core elements that will be considered when reviewing responses to this RFP:

- i. Project Offeror Requirements.** Offeror’s submittals must meet the following minimum conditions to be considered. These are not worth any points, but Offeror’s who fail to meet these criteria will not be considered.
 - a. Proposal submitted on time
 - b. Offeror utilizes the provided set of assumptions in their financial modelling
 - c. Master electrician on staff
 - d. Offeror responded to each section of the RFP
 - e. Offeror has at minimum, 500kW installed capacity of commercial solar experience
 - f. Offeror is an electrical contractor that has all applicable licenses (state and/or local)
 - g. Offeror and/or subcontractors participate in an apprenticeship program (See Supplement AP)
 - h. Offeror and/or subcontractors will engage one or more technical college student interns in the installation of the system (See Supplement SI)

- ii. Technical Capabilities: Firm Profile, Project Team, & Business Practices (up to 45 points).** Offeror’s submittals must convey the technical capabilities of the firm, its staff, and partners (if any). The submission should demonstrate the Offeror’s ability to manage Projects with concurrent construction timelines. The submittals must also convey Offeror’s knowledge of and familiarity with local permitting fees, utility and interconnection requirements and limitations and demonstrate proof of ideal business practices, including change orders, and firm health and safety practices. **Offerors must submit a single complete project package for a recently completed solar photovoltaic project that includes but is not limited to the following: project drawings, equipment specifications, site elevations, renderings and drawings, component lists, project schedules, project management reports, and commissioning procedures. Offerors must**

also include a sample site assessment and cost estimate as well as a sample customer contract for review.

- iii. **Work Quality & Customer Service (up to 35 points).** Offerors are encouraged to provide firm references of relevant quality PV project customers with thorough contact information. Offerors are encouraged to provide proof of work quality including detailing the installation process, the final testing and sign-off procedures, and plan to handle incident reports. Offerors must also convey positive customer service practices and guidelines including those related to timelines, complaints, incident reports, workmanship, and training to customers.
- iv. **Project Approach, Financial Value & Options Provided (up to 40 points).** Offerors are encouraged to provide competitive pricing for each Project. Separate pricing proposals for each Project must be submitted on the forms provided in the attachments to this RFP.

Offerors must clearly describe their proposed approach to each Project, the design advantages of their System and describe all cost components related to any System. **Proposals are sought that include, but are not limited to, technical specifications and cost details concerning the following: proposed solar PV equipment, mounting systems, electrical system interconnection equipment, monitoring and metering equipment. Additionally, proposals should provide detailed information on any necessary network upgrades, environmental costs, curtailment costs, fees or similar items up to and including the utility meter that might not yet be identified or may arise after agreement execution or commercial operation of the System.**

- v. **Bonus Categories (up to 24 points).** Additional bonus points will be awarded to Offerors that meet the following criteria:
- a. Be located locally and/or within the state.
 - b. Prioritize diversity and inclusiveness in business practices.
 - c. Have a NAPCEP certified installer on staff (or similar industry certification)
 - d. Be, or contract with, a worker-owned cooperative, union shop, certified B-corporation, or small-, women-, or minority-owned business enterprise(s).
 - e. Have prior experience installing solar on a school or other educational facility.
 - f. Have a prior relationship with a technical college (e.g. employing technical college alumni, serving on a technical college industry advisory board, etc.).
 - g. Have prior experience with solar systems using bifacial solar panels.
 - h. Are able to offer an ongoing Operations and Maintenance program.

A.2 Procurement Process. The MREA is facilitating a competitive RFP process, including evaluating and recommending Offerors for award of this solar contract.

- i. **Request for Proposals (RFP).** Based on responses to this RFP, the MREA anticipates selection of one or more Offerors that provide the best value to Madison College.
- ii. **Qualified Person.** Proposals are sought from entities that meet the following definition of a “qualified person”:

“For the purposes of this paragraph (1), "qualified person" means a person who performs installations of photovoltaics, including, but not limited to, distributed photovoltaic generation, and who: (A) has completed an apprenticeship as a journeyman electrician from a United States Department of Labor registered electrical apprenticeship and training program and received a certification of satisfactory completion; or (B) does not currently meet the criteria under clause (A) of this paragraph (1), but is enrolled in a United States Department of Labor registered electrical apprenticeship program, provided that the person is directly supervised by a person who meets the criteria under clause (A) of this paragraph (1); or (C) has obtained one of the following credentials in addition to attesting to satisfactory completion of at least 5 years or 8,000 hours of documented hands-on electrical experience: (i) a North American Board of Certified Energy Practitioners (NABCEP) Installer Certificate for Solar PV; (ii) an Underwriters Laboratories (UL) PV Systems Installer Certificate; (iii) an Electronics Technicians Association, International (ETAI) Level 3 PV Installer Certificate; or (iv) an Associate in Applied Science degree from a Wisconsin Technical College Board approved community college program in renewable energy or distributed generation technology.”

A.3 Selection Criteria. Proposals will be evaluated in accordance with **Section C** of this RFP.

A.4 Proposal Format and Forms. Offerors will be required to submit their pricing proposals substantially in the format described in **Section D** of this RFP.

A. 5. Attachments

Attachment A.1	Master Summary of Projects
Attachment A.2	Project Technical Overview Documents
Attachment A.3	Project Site Historical Electricity Usage
Attachment A.4	Solar PV System Design Specifications
Attachment B	Proposal Equipment, Production, and Financial Data Forms
	B.1 Site Equipment
	B.2 Site Production Estimates
	B.3 Financial Estimates
Attachment C	Proposal Offer Form
Attachment D	Disclosure Form
Attachment E	Madison College Supplementary Contract Documents
	Supplement A: List of Subcontractors
	Supplement B: Diversity Inclusion Plan
	Supplement C: Code of Ethics Policy
	Supplement D: Reference Data Sheet
	Supplement AP: Apprenticeship Program Requirements
	Supplement SI: Student and Internship Requirements
Attachment F	Madison College Bond and Certificate Requirements
Attachment G	Madison College General and Supplementary Conditions

END OF SECTION

SECTION B SCOPE OF WORK

B.1 Scope of Work. In general, the selected Offeror(s) will be required to design and build System(s) awarded by Madison College.

Offerors may provide proposals for Projects identified in Attachment A.

Although the MREA has conducted a feasibility level of due diligence, the Offerors' submittals should anticipate that unforeseen conditions or other factors could exist which may result in technical challenges to proceeding with an individual project or projects as described.

Madison College seeks to use the proposed Project(s) for educational purposes to include data monitoring, and physical access to a portion of the System. The Offers shall provide details for how a data acquisition system (DAS) will be used to provide remote, online access to real-time System energy production data and how a portion of the System will be accessible to Madison College for limited, restricted access for educational purposes.

B.1.1 Site Information and Data. Madison College has organized information for the potential Projects to optimize Offerors' assessment of the sites. Site information has been provided for Offerors' reference. All referenced documents are attached to this RFP in **Attachments A.1 through A.4.**

- **Master Summary of Project(s) – Attachment A.1**
- **Project Technical Overview Documents – Attachment A.2**
- **Project Site Historical Electricity Usage – Attachment A.3**
- **Solar PV System Design Specifications – Attachment A.4**

Madison College makes no representations with respect to the accuracy or completeness of any of the information provided as part of this RFP regarding the sites, including their suitability. All provided information has been checked for accuracy, but errors or omissions may exist, for which the MREA shall have no liability. Offerors take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing their proposals. Such assessment of the sites and their conditions shall be performed by the Offeror at its own cost.

B.1.2 Preliminary Site Assessment Data. Sites included in this RFP were selected with consideration given to available space, site energy costs, and anticipated economic feasibility of the proposed Systems. Site data available for use to develop projects at these sites is included in **Attachment A.2.**

B.2 Specific Requirements. The Offeror's proposal shall address the following requirements.

B.2.1 Technical Requirements. All Systems proposed under this RFP must conform to industry best practices and the requirements that will be described in detail in **Attachment A.4**, along with site information provided in **Attachments A.2 and A.3**, and any addenda issued. Each

Offeror must demonstrate how their proposal will meet these technical requirements, and its pricing must be based on these specifications.

B.2.2 Conformance with Laws Including Licensing, Accreditation and Registration. Each selected Offeror and its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District, state, local municipality (when applicable) and federal laws, including those relating to the licensing, accreditation, and registration.

B.2.3 Time is of the Essence. Time is of the essence with respect to the implementation of these Projects.

END OF SECTION

SECTION C EVALUATION AND AWARD CRITERIA

C.1 Evaluation Process. The MREA shall evaluate submittals and any best and final offers in accordance with the provisions of this **Section C** and Madison College's Procurement Policies and Procedures.

C.2 Evaluation Committee. Each proposal submitted by the Offerors in response to this RFP shall be evaluated by an Evaluation Committee in accordance with this **Section C**.

C.3 Oral Presentation. The MREA may interview Offerors as part of the RFP process via telephone or web conference if it is deemed necessary. If the MREA conducts such interviews, each Offeror within the competitive range shall make a presentation to the MREA's evaluators and participate in a question and answer session. The purpose of the presentation and the question and answer session is to permit the evaluators to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The MREA will announce the schedule and details of presentations at a date after submittals have been reviewed.

C.4 Proposal Evaluation. Each of the Evaluation Criteria described in this **Section C** will be used in evaluating proposals and establishing Offerors to participate in this procurement.

C.4.1 Technical Qualifications (45 points). The MREA seeks to engage an Offeror with the technical capability necessary to realize Madison College's objectives set forth in this RFP. Offeror's submittals must convey the technical capabilities of the firm, its staff, and partners (if any). The submission should demonstrate the Offeror's ability to manage Projects with concurrent construction timelines. The submittals must also convey Offeror's knowledge of and familiarity with local permitting fees, utility and interconnection requirements and limitations and demonstrate proof of ideal business practices, including change orders, and firm health and safety practices. **Offerors are directed to submit an electronic copy of a recently undertaken or completed solar PV project package that includes but is not limited to the following: project drawings, equipment specifications, site elevations, renderings and drawings, component lists, project schedules, project management reports, and commissioning procedures.** This portion of the submittal will be used by the MREA to determine the quality and completeness of each Offeror's technical and engineering qualifications.

C.4.2 Work Quality & Customer Service (35 points). Offerors are encouraged to provide firm references of relevant quality PV project customers with thorough contact information. Offerors are encouraged to provide proof of work quality including detailing the installation process, the final testing and sign-off procedures, and plan to handle incident reports. Offerors must also convey positive customer service practices and guidelines including those related to timelines, complaints, incident reports, workmanship, and training to customers.

C.4.3 Project Approach & Financials (40 points). Offeror's are instructed to provide a thorough and complete narrative concerning their approaches to Project(s) and each Project's design. Additionally, the Offerors must include a proposed project schedule and timetable for each Project that includes realistic milestones. The MREA also seeks submittals that include, but are not limited to, technical specifications and cost details concerning the following: proposed

solar PV equipment, mounting systems, electrical system interconnection equipment, monitoring and metering equipment. Additionally, the MREA requires submittals that provide detailed information concerning what necessary network upgrades, environmental mitigation, metering, or similar items that may arise after agreement execution or commercial operation of the Systems. Lastly, Offerors must indicate whether and to what extent they can meet or exceed the specifications cited in Attachment A.4 (“Solar PV System Design Specifications”) to this RFP. Each Offeror is required to complete **Attachment B** for each Project for which it submits a proposal. The Offeror will be evaluated based on the levelized cost of energy over a period of up to 25-years (including the costs of operations and maintenance). Offerors shall provide information and cash-flow modeling with transparent methodology.

C4.4 Bonus Categories (up to 24 points). Firms who meet bonus criteria will be awarded additional points. Firms that qualify for bonus points should be sure to include mention of these items in their proposal and provide relevant supporting details. The bonus criteria are:

- a. Be located locally and/or within the state,
- b. Prioritize diversity and inclusiveness in business practices
- c. Have a NAPCEP certified installer on staff (or similar industry certification)
- d. Be, or contract with, a worker-owned cooperative, union shop, certified B-corporation, or small-, women-, or minority-owned business enterprise(s) (SWMBEs).
- e. Have prior experience installing solar on a school or other educational facility
- f. Have a prior relationship with a technical college (e.g. employing technical college alumni, serving on a technical college industry advisory board, etc.)
- g. Have prior experience designing and installing solar systems using bifacial solar panels
- h. Are able to offer an ongoing Operations and Maintenance program that includes annual inspection, performance monitoring, and corrective maintenance. A separate O&M contract will be issued after construction of the PV systems is complete. Firms that are able to provide O&M services should append a separate description of these services to accompany their proposal and provide an estimated annual cost in \$/kWdc/year.

END OF SECTION

SECTION D PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization of Offerors' Proposals. References are made to other sections in this RFP for further explanation.

D.1 Submission Identification. Submissions shall be proffered in electronic PDF format, except for spreadsheet forms, which shall be submitted in Microsoft Excel format. Proposals must be delivered via e-mail only. The email subject line should state: **“RFP20-011 and your company name”**. Any Attachments should be named: **“RFP20-011 and your company name.”**

D.2 Delivery of Submissions. Proposals must be sent via email to purchasing@madisoncollege.edu

D.3 Date and Time for Receiving Submissions. Submissions must be received no later than **2:00 pm CST on May 7, 2020**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

D.4 Proposal Organization (ALL PARTS I-VIII ARE REQUIRED). The MREA is seeking brief, clear and concise proposals. The submission shall be organized substantially as follows (NOTE: A SINGLE SUBMITTAL OF PARTS I-IV, AND VI-VIII CAN BE SUBMITTED FOR PROJECT PROPOSALS THAT ADDRESS BOTH THE FORT ATKINSON AND REEDSBURG CAMPUS SITES; HOWEVER, A SEPARATE PART V SHOULD BE SUBMITTED FOR EACH PV PROJECT SITE PROPOSED BY THE OFFEROR.)

PART I Table of Contents. Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.

PART II Executive Summary. Each Offeror should provide an executive summary of no more than three (3) pages providing a brief synopsis of the highlights of its proposal and addressing the Offeror's capabilities, experience, access to capital and the experience of its management personnel.

PART III General Team Information and Firm(s) Data. Each Offeror should provide the following information for the principal Offeror firm and each of its sub-consultants.

- A.** Name(s), address(es), and role(s) of each firm (including all sub-consultants).
- B.** Description of the team organization, identify the single point of contact for the Offeror.

PART IV Technical Qualifications. Each Offeror must submit an electronic copy of a recently undertaken or completed solar PV project package that includes but is not limited to the following: project drawings, equipment specifications, site elevations, renderings and drawings, component lists, project schedules, project management reports, and commissioning procedures. This portion of the submittal will be used by the MREA to

determine the quality and completeness of each Offeror's technical and engineering qualifications.

PART V Project Proposals. Offerors are to address each of the following:

A. Project Approach. The Proposal shall include a description of the approach the Offeror will use to design, procure equipment and components, construct, and commission the proposed Project(s). The Proposal shall describe how the Offeror will comply with the requirements of the RFP, obtain timely permits and approvals, and accommodate ongoing operations during construction, including how Offeror intends to meet the project schedule. The Proposal shall describe the Offeror's approach to Project and construction management, document control, and Project administration including risk mitigation and escalation processes. Due to the number of potential PV sites, the Proposal shall include a narrative addressing how the Offeror recommends phasing the work to efficiently execute the design, design review, installation, and commissioning of the systems at the various sites. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of the Offeror's strategy for communicating with Madison College and assisting the college in its efforts to achieve the overall objective(s) for this project.

B. Technical Proposal. The Technical Proposal shall describe the equipment, materials, and methods the Offeror would employ if selected. Offerors shall provide a narrative that describes the equipment and systems proposed and discussing why these were selected as the optimal choice. This section shall include:

- i. Proposed System Overview: Technical narrative that describes the proposed systems, including but not limited to: general considerations, rated kWdc capacity, expected kWh AC output in the first year and over a twenty five (25) year period, mounting approach (tilt, tracking), and total area required for the PV system at each site in the applicable Project.
- ii. Proposed Equipment List: Model, technical specifications, quantity and characteristics of: modules, inverters, mounting structures, tracking system (if any), generation meters, Data Acquisition System (DAS) and monitoring system. The Technical proposal will describe the availability, supply and quality of proposed equipment. Technical spec sheets should be included in this section.
- iii. Monitoring System Preliminary Design: Overview of the proposed Data Acquisition System (DAS), including quantity and model of proposed sensors, data acquisition hardware and software, screen shots of proposed solutions and IT requirements. Respondents shall identify requirements for connecting the DAS to the Internet.
- iv. Monitoring / Data Presentation Information: Specifications of proposed monitoring software, including screenshots of user interface and system

diagnostic capabilities, as well as hosting requirements, performance data and billing management plan and processes.

- v. **Supporting Data:** Offeror shall submit a completed form found in **Attachment B**, indicating the proposed quantity and model of modules, inverters, and mounting components for each site in each Project being proposed. Offerors shall also submit annual estimated production data by utilizing NREL's PVWatts™ Calculator (<http://pvwatts.nrel.gov/>) or other tools such as PVsyst.
- vi. **System Security and Landscaping:** Offeror shall submit a proposal for System security, including how to allow for limited, restricted access for educational purposes. In addition, the Offeror shall submit a proposal for ground or landscape work on the installation site. Offerors are encouraged to consider both crushed rock and vegetative ground cover, including options for pollinator-friendly low-growth landscaping.

C. Non-Financial Elements. All Offerors are encouraged to propose approaches and methods for utilizing the proposed Projects for educational purposes. Innovative approaches that incorporate providing students and faculty documentation of the Project design and construction, Project commissioning, access to Project performance data, Project retro-commissioning and testing can earn Project proposals additional consideration by the Evaluation Committee.

PART VI Proposal Offer Form. Each Offeror shall submit a Proposal Offer Form substantially in the form of **Attachment C**. Material deviations from the proposal form may be sufficient to render the proposal non-responsive.

PART VII Disclosure Form. Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment D**.

PART VIII Supplementary Documents. Each Offeror shall submit Madison College Supplementary Documents A, B, C, D, AP, and SI substantially in the form of **Attachment E**.

END OF SECTION

SECTION E PROPOSAL PROCEDURES

E.1 Contact Information For information regarding this RFP please see **DemandStar.com**

E.2 Questions and Explanations to Prospective Offerors. Each Offeror should carefully examine this RFP and all amendments, and thoroughly familiarize itself with all requirements prior to proffering a submission. Addenda may be issued during the proposing period, and all Addenda become part of the Contract Documents. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must prepare a written request for interpretation or clarification. Any responses to questions concerning the solicitation shall be furnished to all Offerors via DemandStar.com. Questions should be directed to purchasing@madisoncollege.edu no later than **10:00 a.m. CST on April 28, 2020**. Questions will be addressed and responses posted on DemandStar.com by April 30, 2020.

E.3 Retention of Submissions. All submissions shall be retained by the MREA and therefore shall not be returned to the Offerors. Except for proprietary financial information, the submissions shall become the property of the MREA and the MREA shall maintain the right to distribute or use such information as it determines.

E.4 Examination of Submissions. Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

E.5 Late Submissions; Modifications

- A. Any submission received after the deadline specified for receipt may be rejected without further review.
- B. The only acceptable evidence to establish the time of receipt is the electronic time-date of such submittal.
- C. Any modification of a submission is subject to the same conditions throughout this RFP.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a modification of an otherwise successful submission which makes its terms more favorable to Madison College may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 90 days after the close of this solicitation.

E.6 No Compensation for Preparation of Submissions. The MREA shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

E.7 Rejection of Submissions. The MREA reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility or access to capital.
- C. To reject submissions that contain conditions and/or contingencies that in Madison College's sole judgment, make the submission indefinite, incomplete, otherwise nonresponsive, or otherwise unacceptable to the MREA.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

E.8 Non-Responsive Pricing. In general, the MREA will consider any proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors and reserve the right to reject such proposals from further consideration.

END OF SECTION

ATTACHMENT A Site Information

Attachment A.1 - Master Site Summary

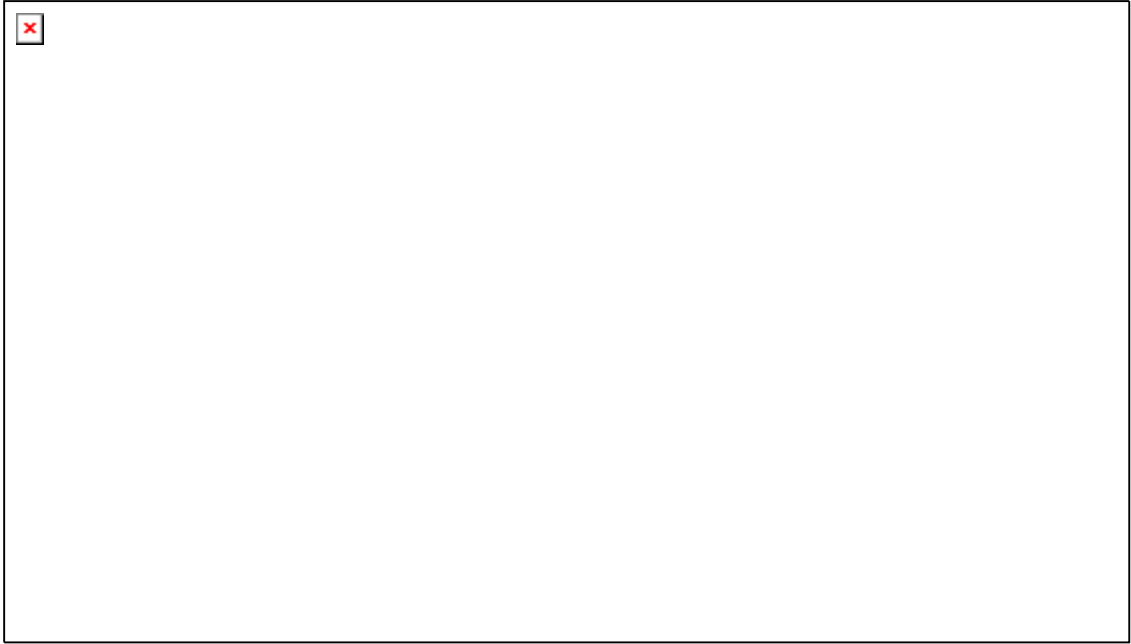
Madison Area Technical College (Madison College) is a public technical and community college based in Madison, Wisconsin. It serves students in parts of 12 counties in south-central Wisconsin: Adams, Columbia, Dane, Dodge, Green, Iowa, Jefferson, Juneau, Marquette, Richland, Rock, and Sauk. This request for proposals applies to the college campuses located in Fort Atkinson and Reedsburg, WI.

Madison College has identified possible sites for solar ground mounted systems, and has conducted some preliminary site assessment work to establish target photovoltaic system sizes for each campus as described below. The sites indicate the maximum coverage area/acreage to be considered for a ground array. Voluntary alternate proposals utilizing different installation sizes and locations may be considered. Offerors will need to analyze Madison College's utility bills, which will be provided upon request, to optimize the proposed system design.

Site Name	Description	Street Address	City	State	Zip	Utility	Utility Rate	Site Peak Demand (kW)	12 months Consumption (kWh)	Roof or Ground Mount
Fort Atkinson	See above	827 Banker Road	Fort Atkinson	WI	53538	WE Energies	CG2	85	199,360	ground
Reedsburg	See Above	300 Alexander Ave.	Reedsburg	WI	53959	Reedsburg Utility Commission	CP-1	115	233,040	ground

The Fort Atkinson Campus building has a total area of 36,840 square feet and is served with 208V three phase electricity. Roughly 2.5 acres of the property located directly to the west of the parking lot has been designated as an available location for a ground mounted solar photovoltaic system. There is currently a Northwind 100 kW wind turbine that is standing in this location, but the machine is scheduled to be removed in the upcoming weeks. There is an existing underground conduit in place running from the wind turbine to the main electrical service room in the building that could be repurposed for the new solar system. The college desires to take advantage of the large net-metering caps provided by WE Energies, and strives to produce all of its electricity for this campus using on-site solar generation. Madison College has estimated that a system of about 150 kWdc should be capable of bringing this campus to near net-zero electricity. The estimated system size should be examined by offerors depending on the type of racking and other components that they include in this proposal. Alternative sizing proposals may be recommended by the offeror if they consider these to be of greater value to Madison College.





The Reedsburg Campus building has a total area of 29,560 square feet and is served with 208V three phase electricity. Roughly 1.5 acres of the property located directly to the south of the building has been designated as an available location for a ground mounted solar photovoltaic system. There is currently a Hoop Greenhouse structure standing on the western edge of this location, but the structure is no longer in use and can be removed if needed to facilitate the solar installation. Madison College has estimated that a system of about 100 kWdc should be capable of producing roughly half of the electricity consumed at this campus. The estimated system size should be examined by offerors depending on the type of racking and other components that they include in this proposal. Alternative sizing proposals may be recommended by the offeror if they consider these to be of greater value to Madison College.





Madison College Reedsburg Site



END OF SECTION

ATTACHMENT A.2 Project Electricity Locations and Numbers

Fort Atkinson Campus

Rate Tariff CG-2

208 Volt 3-phase service

Meter # PVXZT87105 (kWh consumption and kW demand)

Meter # PVXZT87107 (kWh wind generation)

It may be possible to repurpose meter # PVXZT87107 for solar.

Reedsburg Campus

Rate Tariff CP-1

208 Volt 3-phase service

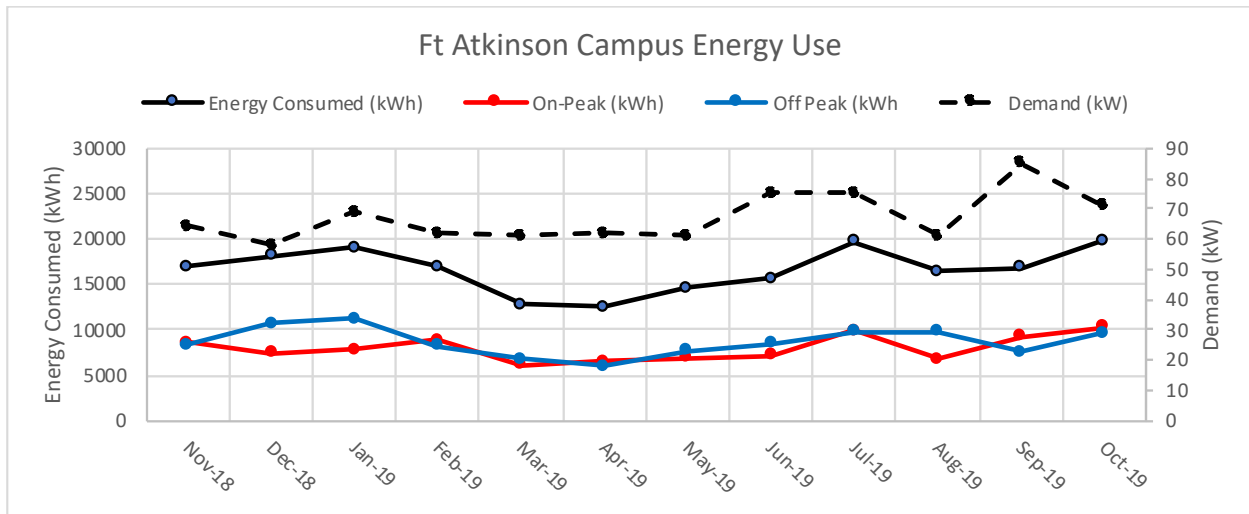
Meter # 86 (kWh consumption)

Meter # 70086 (kW demand)

END OF SECTION

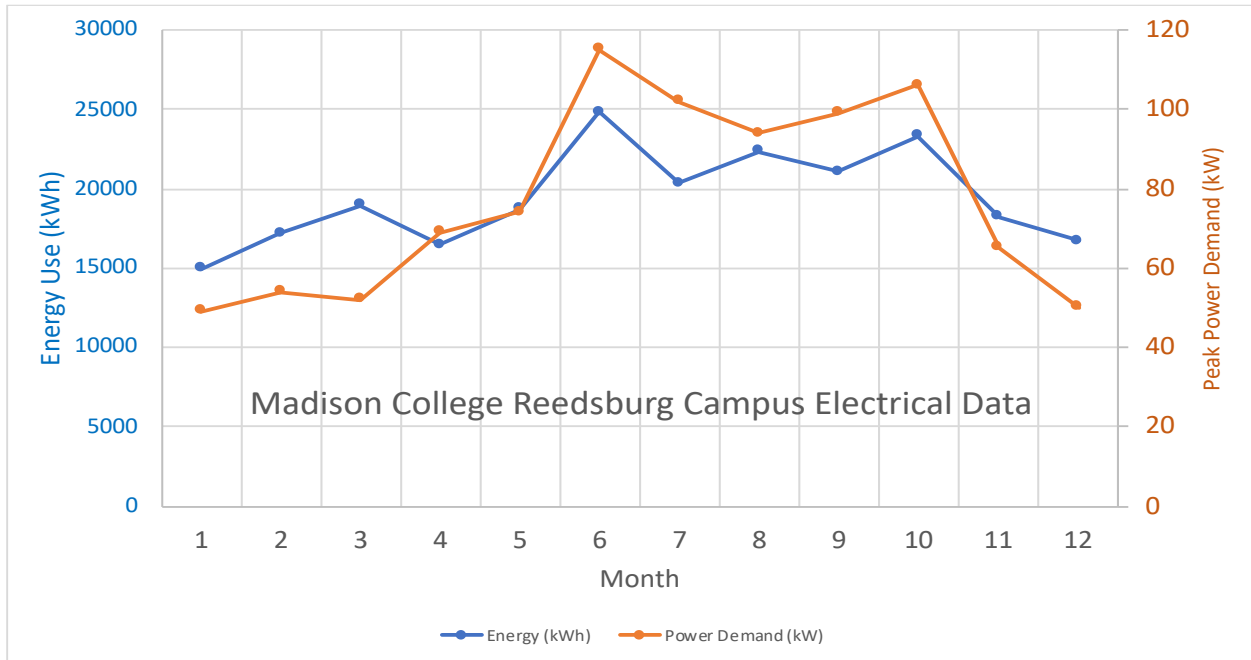
ATTACHMENT A.3 Site Historical Electricity Usage Fort Atkinson Campus

	Meter 105 Total Energy Consumed (kWh)	Meter 105 On Peak Energy Consumed (kWh)	Meter 105 Off Peak Energy Consumed (kWh)	Demand (kW)
Nov-18	16960	8640	8320	64
Dec-18	18080	7360	10720	58
Jan-19	19040	7840	11200	69
Feb-19	16960	8800	8160	62
Mar-19	12800	6080	6720	61
Apr-19	12480	6560	5920	62
May-19	14560	6880	7680	61
Jun-19	15680	7200	8480	75
Jul-19	19680	9920	9760	75
Aug-19	16480	6720	9760	61
Sep-19	16800	9280	7520	85
Oct-19	19840	10240	9600	71
AVERAGE	16613	7960	8653	67
TOTAL	199360	95520	103840	



Reedsburg Campus

Month	kWh	kW
Jan	14960	49
Feb	17200	54
Mar	18960	52
Apr	16480	69
May	18720	74
Jun	24800	115
Jul	20320	102
Aug	22320	94
Sep	21040	99
Oct	23280	106
Nov	18240	65
Dec	16720	50
Average	19420	77.4
Total	233040	



END OF SECTION

ATTACHMENT A.4 Solar PV System Design Specifications

SOLAR PV SYSTEM DESIGN SPECIFICATIONS

1. SITE ACCESS

Each selected offeror (“Offeror”) will be required to comply with all applicable State and local laws, rules and regulations applicable to the construction of the Systems at the various sites. Prospective proposal offerors are cautioned that the sites encompass diverse uses and Offeror will be required to coordinate the construction activities with Madison College to avoid disrupting the school’s use of the site. Unless otherwise determined by Madison College, Offeror shall be responsible for providing bathroom and storage facilities for all workers on-site, and shall be responsible for procuring, installing, securing, and removing temporary security fencing and scaffolding.

2. PROJECT MANAGEMENT

2.1 Project Manager

Offeror shall assign a project manager (“Project Manager”) from its firm based upon his/her professional experience, qualifications, and credentials most suitable to the Project. The Project Manager shall be assigned to the Project from RFP selection through execution and final delivery of the Project. Madison College anticipates that the Project Manager selected by the contractor shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of day-to-day contact for Madison College.

2.2 Solar Incentives

Unless Madison College directs otherwise, Offeror shall be responsible for the submission of any applications for available energy production incentives associated with the Project and shall be responsible for providing updated documentation to incentive program administrators throughout the Project, as required by rules of the relevant incentive program.

2.3 Interconnection

Offeror shall be responsible for assembling the applications for all necessary interconnection agreements with WE Energies and/or the Reedsburg Utility Commission for the Project and shall pay any application fees imposed by WE Energies and/or the Reedsburg Utility Commission. Offeror shall be responsible for any fees, costs and expenses relating to normal and customary utility interconnection studies that may be required in connection with such agreements.

All utility work required in connection with an interconnection agreement that is on the site side of the WE Energies and/or the Reedsburg Utility Commission meter shall be at the sole cost and expense of the Offeror. Utility work required in connection with an interconnection agreement that is beyond the WE Energies’ and/or the Reedsburg Utility Commission’s meter shall be at the sole cost and expense of the Offeror.

Offeror shall be responsible for ensuring the system design and interconnection qualifies for NEM, as applicable.

3. SYSTEM DESIGN

3.1 Design Review Process

Offeror is responsible for providing designs for each site within the Project to the College for its review and approval in accordance with the terms and conditions of the Design, Construction, and Installation Proposal. Costs for engineering reviews and approvals associated with such designs shall be borne by the Offeror. System designs must consider Madison College’s aesthetic issues and shall not conflict with any current District operations at the applicable site.

The schedule for the Project shall include adequate time for Madison College review and approval of such submittals.

3.2 Shading

Offeror shall avoid excessive shading on modules to the extent possible. Where shading losses are encountered, Offeror shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

3.3 Offeror Licensing

Offeror shall comply with all applicable licensing requirements for the work to construct and install the Project.

3.4 Production Modeling

Production modeling of the PV systems in the Project shall be performed in accordance with the instructions provided in the RFP.

3.5 Permits and Approvals

Offeror, at its sole cost and expense, shall obtain all permits and approvals required by applicable law for the Project from Madison College and agencies of the State of Wisconsin, the School District, and municipalities when applicable including, without limitation, any permits for road closures.

3.6 Technical Requirements

All components of the Project and their installation and subsequent operation shall comply with all applicable industry codes and standards and all applicable laws. Offeror shall demonstrate to Madison College reasonable satisfaction that at each site the existing structures will not be compromised or adversely impacted by the installation and/or operation of the System Offeror has proposed to install. In addition, an Offeror's proposed systems shall comply with the following requirements.

- *PV Modules.*
 - The System will use Philadelphia Solar PS-M72 bifacial solar modules, provided by the Solar on Schools module donation grant. See:
https://www.philadelphia-solar.com/uploads/BF_Datasheet_M72_BF_PERC-PS.pdf
- *Inverters.* The inverters proposed by Offeror shall comply with at least the following:
 - Inverters shall be suitable for grid interconnection and shall be compliant with all interconnection requirements.
 - IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.
 - Inverters shall be UL 1741 and IEEE 1547-2018 compliant.
 - Inverters shall be CEC-listed with an efficiency of 95.5% or higher.
 - Inverters must automatically reset and resume normal operation after a power limiting operation.
 - Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
 - Enclosures shall be rated NEMA 3R when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X series 300 stainless steel enclosures must be used.
 - Inverter selection shall take into consideration anticipated noise levels produced and minimize interference with District activities.

- *Electrical Balance of System Components:*
 - Each proposed PV system shall include, at a minimum, one fused DC disconnect, and one fused AC disconnect for safety and maintenance concerns.
 - String combiner boxes shall be load-break, disconnecting types, such that opening the combiner boxes shall break the circuit between combiner box feeders and inverters.
 - Offeror shall utilize lightning arrestors to protect appropriate equipment from lightning strikes.
 - Offeror shall utilize surge suppressors to protect the appropriate equipment from electrical surges.
 - All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.
- *Mounting Systems.* Fixed rack mounting systems shall be designed and installed such that the PV modules are attached with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion, UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected life of the installation. Mounting systems must also meet the following requirements at a minimum:
 - All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
 - Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
 - Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and (2) that it conforms to the module manufacturer's mounting parameters.
 - Final surface coating and/or paint colors shall be reviewed and approved by Madison College during Design Review.
 - Paint or other surface coatings must not interfere with the grounding and bonding of the array.
 - Racking systems using driven piers/posts, concrete piers, and/or helical screw piers may be considered.
 - Offerors are encouraged to explore mounting system designs that optimize the production of bifacial solar panels. Variables to consider include choice of racking, panel elevation, tilt angle, inter-row spacing, and ground surface albedo.
- *Corrosion Control.* The corrosion control proposed by Offeror must comply with the following requirements:
 - Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
 - Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
 - Unprotected steel is not to be used in any components
 - Each System and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.

- *Ancillary Equipment Enclosures.* The following elements will be incorporated into the design and construction of the System unless waived at Madison College's sole discretion:
 - All ancillary equipment be grouped to a single location per site and shall be surrounded by a fence to prevent access by unauthorized personnel. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats.
 - Location: all ancillary equipment shall be in a manner that minimizes its impact to normal District operations and minimizes the visual impacts to the site.
- *Placards and Signage.* Placards and signs shall correspond with requirements in the National Electric Code and the applicable interconnection agreement in terms of appearance, wording, and placement. Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.
- *Infrastructure for Ground Mount Systems.* The following elements will be incorporated into the design and construction of each ground mount System:
 - The site shall be surrounded by an eight (8) foot high chain link fence to prevent unauthorized personnel from gaining access the site.
 - Gates of at least 8 foot width shall be installed to enable site access for maintenance vehicles.
 - Offeror will be responsible for installing an acceptable surface cover material under and around the modules and throughout the site that provides appropriate weed control, erosion and dust management. Alternate proposals may be developed for different ground surface treatments, such as crushed rock versus pollinator-friendly vegetation.
 - Ground systems must be accessible by emergency vehicles in the event of a fire. If the system location is such that existing roads, parking lots and/or paved surfaces do not provide sufficient access to the PV system, then the Offeror will be responsible for creating a fire access road. The access road shall be passable under all weather conditions.
- *Wiring and Cabling Runs.*
 - Offeror shall install all AC conductors in conduit.
 - Direct burial wire will not be acceptable. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. A tracing/caution tape must be installed in the trench over all buried conduit.
 - Conduit installed using horizontal directional boring (HDB), shall include metallic tracer wire or traceable conduit. Unless applicable law is more stringent, the minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Offeror must provide documentation to Madison College of final depth and routes of all conduit installed in horizontal bores.
 - If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized, and the design and placement of conduit shall be reviewed and approved by Madison College as part of Design Review.
 - All spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be required for security cameras for ground mount systems.
 - All exposed conduit runs over 100-feet in length or passing over building connection points shall have expansion joints to allow for thermal expansion and building shift.

- Offeror shall install and secure the exposed string cable homeruns along the beams or structure where the combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- Acceptable wire loss in DC circuits is < 1.5% and acceptable wire loss in AC circuits is < 1.5% as well.
- All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
- All electrical connections and terminations shall be torqued according to manufacturer specifications and marked/sealed at appropriate torque point.
- *Grounding and Bonding.*
 - Module ground wiring splices shall be made with irreversible crimp connectors.
 - All exposed ground wiring must be routed above the lower surface of any structural framing.
- *Monitoring System, DAS, and Reporting.* Offeror shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable Madison College to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Offeror shall provide equipment to connect the DAS via existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. Madison College will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network. The DAS(s) shall provide access to at least the following data:
 - Instantaneous AC system output (kW)
 - PV System production (kWh) over pre-defined intervals that may be user configured
 - In-plane of Array irradiance for the front and back of modules
 - Ambient and cell temperature
 - Inverter status flags and general system status information
 - System availability
 - Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.
 - Environmental data (temperatures and irradiance) shall be collected via an individual weather station installed for each site
 - Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password-controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by Madison College for the life of the Project. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15-minute intervals for daily, weekly, monthly and annual production.

Additionally, Offeror shall make available to Madison College, at no additional cost, the following reports:

- Monthly Production report shall be available online to Madison College personnel.

- System performance data shall be made available electronically to Madison College in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to Madison College to assist Madison College in reconciling system output with utility bills and any production guarantee under the PPA.
- A monitoring manual shall be provided to Madison College in printed or on-line form that describes how to use the monitoring system, including the export of data and the creation of custom reports. If requested by Madison College, Offeror shall train the building operations staff on the procedures to shut down a System in the case of an emergency or for safety reasons.

3.7 Warranties

All work performed by Offeror must not render void, violate, or otherwise jeopardize any preexisting District facility or building warranties or the warranties of system components installed therein.

4. PROCUREMENT/CONSTRUCTION

4.1 Tree Removal

Any trees that are in the footprint of systems to be installed by the Offeror shall be removed by the Offeror at its expense, subject to the approval of Madison College. A tree shall be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. Madison College will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Offeror identifies these trees during the design process. The Offeror shall be responsible for any required tree remediation efforts resulting from tree removal that is deemed the Offeror's responsibility.

4.2 Line Location

Offeror will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon any such existing infrastructure.

4.3 Quality Control

To ensure safety and quality of the installation, Offeror shall:

- Keep each site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with all applicable laws.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off roads.
- Comply with all District storm water pollution prevention ordinances.

4.4 Removal and Remediation

Offeror shall remove all construction spoils, abandoned footings, utilities, construction equipment and other byproducts of construction. All disturbed areas including landscaping, asphalt, and concrete shall be remediated to be in equal or better condition than found. Parking lots shall be re-stripped if affected by construction operations.

END OF ATTACHMENT A

ATTACHMENT B.1 Site Equipment List

Proposal offeror Name:

Site Name/Number:

System Size (kW DC)	
Year 1 Production (kWh)	
Yield (kWh/kW DC)	
Annual Site Usage (kWh)	
Load Offset (%)	
PV Modules	
Model (donation)	Philadelphia Solar PS-M72 (Bifacial)
Nameplate (Watts DC)	370W
Quantity	
Model (additional)	
Nameplate (Watts DC)	
Quantity	
Inverters	
Model	
Nameplate (kW)	
Quantity	
Inverters	
Model	
Nameplate (kW)	
Quantity	
Inverters	
Model	
Nameplate (kW)	
Quantity	
Mounting System	
Model	
Nameplate (kW)	
Quantity	
Other System(s)	
Model	
Nameplate (kW)	
Quantity	

END OF SECTION

ATTACHMENT B.2 Site Production Estimates (kWh/Year):

Offers shall provide Madison College with information sufficient to independently verify the site production estimates submitted in Attachment B.2 – Site Production Estimates (kWh/Year).

Site Production Estimate Assumptions

At minimum, Madison College seeks the following project assumptions used to model the Site Production Estimates (kWh/Year) summarized below:

System Location:
 System Size (kW):
 System Losses (%):
 Tilt (degree):
 Azimuth (degree):
 Panel Degradation Rate (%):
 Monthly Solar Insolation (kWh/m²/day):
 Monthly AC Energy (kWh):

Proposal offeror:	Site Name	
	Guaranteed	Estimated
	Annual kWh	Annual kWh
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		
Year21		
Year22		
Year23		
Year24		
Year 25		

END OF SECTION

ATTACHMENT B.3. FINANCIAL ESTIMATES

Offers shall provide Madison College with financial information sufficient to independently verify the proposal submitted in Attachment C.

Project Assumptions:

At minimum, Madison College seeks the following project assumptions used to model the Financial Proposal summarized below:

- Site-Based System Location:
- System Size (kW):
- First Year Production (kWh):
- Total System Cost (\$):
- System Term (Years):
- Weighted Average Electricity Rate (\$/kWh):
- Electricity Rate Escalator (Annual %):
- Upfront Cash Incentives (\$):
- SREC or other Production Based Incentives (\$):
- Insurance Cost Assumption if Applicable (\$/kW/Yr):
- Operations and Maintenance if Applicable (\$/kW/Yr):
- Inverter Replacement if Applicable (\$/W):
- Panel Degradation Rate (Annual %):
- NPV Discount Rate (%):

Cash Flow Projections Details

For each proposal submitted by the Offeror, a pro forma shall be provided that captures annual cashflows of the project and shall present, at minimum, the following:

- Capital Costs:
- Avoided Electricity Costs:
- Operating Expenses if Applicable:
- Incentives if Applicable:
- Annual Economics
- Cumulative Economics

END OF ATTACHMENT B

THE PROJECT AND THE PARTIES

1.01 TO:

Madison Area Technical College (Owner)
1701 Wright Street
Madison, WI 53704

1.02 FOR:

A. RFB 20-011 Madison College Solar Project 2020

1.03 DATE: _____ (Proposal Offeror to enter date)

1.04 SUBMITTED BY: (Proposal offeror to enter name, address & phone number.)

Proposal offeror's Full Name: _____

Address: _____

City, State, ZIP: _____

Phone No. _____ Fax No. _____

Contact Person: _____

Email Address: _____

1.05 The Offeror has reviewed the RFP and the attachments thereto, and any addenda thereto and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary to submit its proposal in response to the RFP.

The Offeror’s proposal and the cost components set forth are based on the Proposal Documents as issued and assume no material alteration of the terms of the Proposal Documents. (Collectively, the proposal and the cost components are referred to as the “Offeror’s Proposal”.)

The Offeror’s Proposal is based on and subject to the following conditions:

- i. The Offeror represents that, based on the information set forth in the Proposal Documents, the prices set forth in the Offeror’s Proposal represent prices at which the Offeror is willing to enter into a transaction with Madison College. The Offeror acknowledges that the Proposal is one of the factors the MREA will use to recommend a contractor for this RFP.
- ii. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this proposal form and bind the Offeror to the terms of the Offeror’s Proposal . The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror to authorize the terms of the Offeror’s Proposal
- iii. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the

- iv. RFP to fix or set prices; (ii) acted in such a manner to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

1.06 OFFER

Contractors:

The Contractor, in responding to the Request for Proposals for the design, construction and installation of the **Madison College Solar Project 2020** for the campuses located in Fort Atkinson and Reedsburg Wisconsin, having examined the Request for Proposals referenced attachments and supplementary documents prepared by Madison College and being familiar with the site of the proposed work, and with all of the conditions surrounding the site of the proposed work, including the availability of materials, labor, and equipment, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, miscellaneous items, provide all services and to provide all work in the categories stated below and contained in the submitted proposal. The Contractor’s proposal amount shall cover all costs incurred in performing all the work required by the Proposal Documents, of which this Proposal is a part.

Completion:

The Contractor, if awarded a contract, agrees to commence work and to fully complete this contract package by December 31, 2020.

The undersigned agrees to perform all work identified in the Proposal Documents and Contract Manual for the total price listed below. Enter proposal amount in written form (example: Nine Thousand, Nine Hundred and Ninety Nine Dollars) and in numeric characters (example: \$9,999).

1) BASE PROPOSAL PRICE – (Fort Atkinson Campus – 150 kWdc system)

Base Proposal Price: \$ _____	\$ _____
Written Form	Numeric Characters

2) Alternate Proposal No. 1 – (Fort Atkinson Campus)*

Alternate Proposal Price: \$ _____	\$ _____
Written Form	Numeric Characters

3) BASE PROPOSAL PRICE – (Reedsburg Campus – 100 kWdc system)

Base Proposal Price: \$ _____	\$ _____
Written Form	Numeric Characters

4) Alternate Proposal No. 1 – (Reedsburg Campus)*

Alternate Proposal Price: \$ _____	\$ _____
Written Form	Numeric Characters

** Offeror may add lines for alternate proposals as needed if the Proposal includes multiple system sizes, hardware options, or design variables to be considered for either of the campuses.*

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for ninety days from the proposal closing date.

REQUIRED PROPOSAL INFORMATION – ALL PROPOSAL OFFERORS:

The following items must be submitted with the proposal .

1. Proposal Documents as Described in the RFP
 - PART I Table of Contents.
 - PART II Executive Summary
 - PART III General Team Information and Firm(s) Data
 - PART IV Technical Qualifications
 - PART V Project Proposals.
 - A. Project Approach
 - B. Technical Proposal
 - i. Proposed System Overview
 - ii. Proposed Equipment List
 - iii. Monitoring System Preliminary Design
 - iv. Monitoring / Data Presentation Information
 - v. Supporting Data (see attachment B)
 - vi. System Security and Landscaping:
 - C. Non-Financial Elements
 - PART VI Proposal Offer Form (This Form).
 - PART VII Disclosure Form
- 2) Supplement A - Fill in the Attached List of Subcontractors and include with proposal Submission. This supplement is considered an integral part of this proposal form. Changes or substitutions to listed Subcontractors may not be made without consent of the College.
- 3) Supplement B – Fill in and sign the attached Diversity Inclusion Statement. Diversity Inclusion Statement and include with proposal Submission. The Diversity Inclusion Statement is considered an integral part of this proposal form.
 - a. Diversity Inclusion Plan: The Contractor Diversity Inclusion Plan (Sample plan included in Supplement B) must be submitted with the proposal in order for proposal to be considered valid. The Contractors Diversity Inclusion Plan is considered an integral part of this proposal form.
- 4) Supplement C - Sign the attached Madison College Code of Ethics Policy and include with proposal Submission. This supplement is considered an integral part of this proposal form
- 5) Supplement D – Fill in the attached Reference Data Sheet and include with proposal Submission. This supplement is considered an integral part of this proposal form.
- 6) Supplement AP – Fill in and sign the attached Madison College Apprenticeship Program Requirements Form and include with proposal Submission. This supplement is considered an integral part of this proposal form.

- 7) Supplement SI – Fill in and sign the attached Madison College Student and Internship Requirements Form and include with proposal Submission. This supplement is considered an integral part of this proposal form.
- 8) Proposal Bond. Must be signed by the offeror and submitted with the proposal.

Check all attached Boxes to confirm you have submitted a complete Proposal:

- PROPOSAL Part I Table of Contents
- PROPOSAL Part II Executive Summary
- PROPOSAL Part III General Team Information and Firm Data
- PROPOSAL Part IV Technical Qualifications
- PROPOSAL Part V Project Proposals
- PROPOSAL Part VI Proposal Offer Form
- PROPOSAL Part VII Disclosure Form
- Supplement A – List of Subcontractors
- Supplement B – Diversity Inclusion Statement and Diversity Inclusion Plan
- Supplement C – Madison Area Technical College Code of Ethics Policy
- Supplement D – Reference Data Sheet
- Supplement AP - Madison College Apprenticeship Program Requirements
- Supplement SI – Madison College Student and Internship Requirements
- Proposal Bond

Informational Proposal Information – ALL PROPOSAL OFFERORS:

- 1) Is your Company Wisconsin owned company / entity? Y / N
- 2) Is your company a registered MBE, WBE or Disabled Veteran Owned firm? Y / N
- 3) What percent of your company’s work force is based in the Madison College district?
 - a. Percent Workforce in Madison College: ____%
- 4) What percent of your company’s work force is the following:
 - a. Percentage Veterans: ____%
 - b. Percentage Minority: _____%
 - c. Percentage Women: ____%

ADDENDA RECOGNIZED FOR THIS PROPOSAL:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

1.09 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of:

(Proposal Offeror - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer & Title) (Seal)

(Authorized signing officer & Title) (Seal)

1.10 If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF ATTACHMENT C

**ATTACHMENT D
DISCLOSURE FORM**

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals):

A. With the MREA or Madison College. Please identify any past or present business, familiar, or personal relationship in the space below.

Use extra sheets if necessary.

B. With the MREA's Board of Directors. Please identify any past or present business, familiar, or personal relationship in the space below.

Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT D

ATTACHMENT E
Madison College Supplementary Contract Documents

RFP 20-011 MADISON AREA TECHNICAL COLLEGE SUPPLEMENT A
LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the proposal submitted by:

(Offeror) _____

To: Madison Area Technical College (Owner)

Dated _____ and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS (insert additional lines as needed)

<u>WORK SUBJECT</u>	<u>SUBCONTRACTOR NAME</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SUPPLEMENT A

Statement of Compliance.

As a requirement of this proposal, all responding firms shall include a Diversity Inclusion Plan. Failure to provide such a plan will render the firm's proposal unresponsive and the proposal will not be opened.

The responding firm, by signing this statement below, affirms they have a Diversity Inclusion Plan and will earnestly execute the plan or any plan agreed to in conjunction with Madison College throughout the course of this project.

Additionally, the successful proposal offeror will be required to report monthly on the status and progress of the firm's Diversity Inclusion plan with respect to this project (report forms are included in the project documents). Proposal offeror understands, acknowledges, and agrees that failure to conform to the plan submitted is a breach of contract and may result in contract termination.

A Diversity Inclusion plan may take various forms, but at a minimum the proposal offeror certifies as meeting the following requirements:

The proposal offeror has established a comprehensive and meaningful diversity inclusion plan for the utilization of certified minority-owned, women-owned, veteran-owned and disabled veteran-owned business enterprises as contractors and subcontractors; as well as the inclusion of minority, women, veteran and disabled-veteran laborers in all aspects of the project, including the worksite. The plan must include good faith efforts to ensure open and fair competition, and to increase the utilization of the aforementioned business enterprises and laborers. These good faith efforts should include outreach, recruitment, technical assistance, use of certified vendors by any governmental entity; and, where economically feasible, defining smaller project scopes to encourage participation. The failure to provide such a plan will render the proposal unresponsive. Proposal offeror understands, acknowledges, and agrees, that failure to conform to the plan submitted is a breach of contract and may result in contract termination. For purposes of this RFB the aforementioned vendors and laborers shall be as defined by the State of Wisconsin, Department of Administration, Supplier Diversity Program. In addition, all diverse vendors must be third-party certified (not self-certified).

Signature of Proposal Offering firm: _____ Date: _____

Printed: _____

Position: _____

Diversity Inclusion Plan - Monthly Reporting Form

Project: _____

Report Period:

I. Workforce Status

Engagement of targeted groups

Stated Plan Goal: (% of total on-site workforce)

	Goal:	This Month:	Total to Date:
-Minority			
- Women			
-Disabled			
-Veteran			
-Disabled Veteran			

* Provide certified payroll reports for this period per classification

II. Apprenticeship

Engagement of apprenticeship training programs

List current activities or programs and relation to project.

Program	Location	Type of Apprenticeship (trade)	Hours this Period	Project Hours To Date

On-site Apprenticeship Workforce

	Hours this Period:	Total to Date:
-		
Minority		
- Women		
-Disabled		
-Veteran		
-Disabled Veteran		

* Provide certified payroll reports for this period per classification

III. Diversity Enterprises

Contract status of targeted business enterprises

Summary	Stated Plan Goal: (% of contract total)	Actual to date: (% of contract total)
-Minority		
- Women		
-Disabled		
-Veteran		
-Disabled Veteran		

Detail

Firm	Ownership Status	Scope of Service	Contract Value	% of prime contract

Project Manager Signature - Prime Contractor

Date

(Sample Form)



Diversity Inclusion Plan

Contractor X

Statement of Commitment

Contractor X is committed to diversity in all aspects of our organization including our workforce and subcontracting practices.

Through many avenues of outreach and recruitment we strive to attain and maintain a diverse workforce throughout all facets of our company.

We believe it is important for the workforce to be representative of the communities in which we provide our services. Additionally, we strive to contract with entities that have a similar commitment; whether that be Small Business enterprise, Minority-Owned Business enterprise, Women-Owned Business enterprise, Veteran-Owned Business enterprise, or Disabled Veteran-Owned Business enterprise.

Contractor X does not discriminate against employees, students, or applicants on the basis of age, color, disability, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, or any other basis protected by law.

(Sample Form)



Diversity Inclusion Plan

Contractor X

FIRM:

- I. Current Workforce that is minority, women, disabled, or veteran:
- Target workforce goal (company-wide):

PROJECT:

- II. a. Target project goal for staffing:
- | | |
|-------------------------|----------------------|
| <i>Minority</i> | <input type="text"/> |
| <i>Women</i> | <input type="text"/> |
| <i>Disabled</i> | <input type="text"/> |
| <i>Veteran</i> | <input type="text"/> |
| <i>Disabled Veteran</i> | <input type="text"/> |

b. Below is a narrative of our company's strategies to identify and attract a diverse workforce.

c. Described in detail is our company's planned engagement with organizations and entities that assist us in providing access to a diverse workforce.

- III. a. Utilization goal for targeted business firms/diversity enterprises for this project (% of total project value):

b. We support the development and hiring of MBE, WBE, DBE, and Veteran Owned firms. The table below provides information on our activity over the past 12 months

Firm	Location	Type of Firm (MBE, WBE, Vet,	Total Awards (over past 12 mos)	Total Projects (offers over past 12 mos)

c. Described below is our approach in attracting a diverse body of contractors, including how our organization has developed relationships, how we have identified diverse enterprises and how we have participated in community outreach.

d. Described below are our efforts to ensure free and open competition for contractor bidding, our efforts to provide technical assistance to smaller contractors, and our efforts to breakout a portion of the project work into smaller scopes of work (SOWs) to allow for participation of smaller contractors, including diverse enterprises.

IV. a. We support apprenticeship through the following sources:

Program	Location	Type of Apprenticeship (trade)	Time Provided (hrs over past 12 mos)	No job or internships (offers over past 12 mos)

b. The apprenticeship programs identified in the table above are described in more detail below. Also identified are the programs that we anticipate will be participating on this project.

c. Our process of encouraging a diverse apprenticeship program by engaging organizations with access to talent is described below.

GENERAL:

v. Equal Employment Opportunity statement is filed with the State of Wisconsin

END OF SUPPLEMENT B

Responsible Administrator: Vice President, Human Resources
Location of Related Procedures: Office of Vice President, Human Resources
Policy Number: 103

This code of ethics is promulgated to prevent activities which cause, or tend to cause, a conflict of interest for employees of this District.

1. The observance of high moral and ethical standards by its employees is essential to the conduct of Madison College. The employee holds his/her position as a public trust, and any effort to realize personal gain through official conduct is a violation of that trust.
 - a) The ethical standards set forth in this policy for employees in the performance of their official duties are intended to eliminate conflicts of interest, improve standards of public service and promote and strengthen the faith and confidence of the people of this District in their employees.
 - b) Nothing in this policy shall deny the rights of an employee under the constitutions of the United States of America and of this state, the Wisconsin statutes or any other laws of this state, or under any labor agreement
2. It is recognized that:
 - a) Employees retain their rights as citizens to interests of a personal or economic nature.
 - b) Standards of ethical conduct for employees need to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society, and those conflicts which are substantial and material.
 - c) Employees may need to engage in employment, other than official duties, or may need to maintain investments, but no employee shall engage in any employment or maintain any investment if the employment or investment conflicts with the specific provisions of this policy.
3. The President shall cooperate and coordinate with Madison College Board in the administration of this policy.
4. Violations of this policy may result in disciplinary action.

OUTSIDE EMPLOYMENT

1. This policy shall not prevent an employee from accepting outside employment or following a pursuit which in no way interferes or conflicts with the full and faithful discharge of his/her duties to this District. An employee shall provide written notice to the President prior to accepting outside employment if he/she believes that the potential for a conflict of interest exists.
2. Madison College must, by necessity, specifically prohibit those activities that will cause a conflict of interest to the employee or to Madison College. Therefore, no employee shall:
 - a) Use Madison College's time, facilities, equipment, supplies, prestige, or influence of position for his/her private gain or advantage.
 - b) Accept for his/her private gain or advantage money or anything of value from a business for the performance of an act required as part of his/her official duties.
 - c) Accept employment with a business, which is subject to direct or indirect control, review, audit or enforcement by Madison College unless specifically approved by Madison College Board.

ACCEPTANCE OF GIFTS OR FAVORS

1. No person may offer or give to an employee or his/her immediate family, and no employee or his/her immediate family may solicit or receive anything of value from any person pursuant to any understanding that such employee's official actions, judgments, decisions, or manner of performing his/her duties would be influenced.
2. No employee who is assigned or acts, as an official representative of Madison College in the presentation of papers, talks, demonstrations or making appearances shall solicit or accept fees, honoraria or

reimbursement of expenses for personal gain. Any fees, honoraria or reimbursement of expenses which may be offered in connection therewith shall be paid to Madison College providing Madison College is reimbursing the individual for his/her expenses. The prohibition of accepting honorariums and fees do not apply when the individual involved is, by virtue of vacation or other reason, performing the services on his/her own time.

3. Fees and honoraria paid for papers, talks, demonstrations or appearances made by an employee on his/her own time and not directly part of his official duties, shall not be a violation of this rule. Employees shall notify Madison College prior to accepting fees and honoraria for papers, talks, demonstrations, or appearances if it appears that a conflict of interest may exist.

USE OF CONFIDENTIAL INFORMATION

No employee may use confidential information gained in the course of, or by reason of, his/her position or official activities for any purpose other than to discharge his/her official duties.

USE OF DISTRICT PROPERTY

No District employee shall use, or allow the use of, District property and/or equipment, including property and/or equipment leased by this District, for his/her private gain.

CONFLICT OF INTEREST

1. No employee may use his/her position to obtain personal financial gain or financial gain for a member of his/her immediate family, or for any business in which he/she has a significant financial interest or relationship. Any salary or other compensation received by the employee from this District for services performed does not constitute "financial gain" as used in this section.
2. An employee who has a financial interest or relationship in a business that proposes a contract with Madison College where funds are to be paid in whole or in part by Madison College shall notify the College President in writing relative to this potential conflict of interest. The awarding of this contract shall be through public notice, competitive proposing or any process as provided for by law.
3. No employee nor business in which an employee owns or controls, directly or indirectly, at least 10% interest may enter into a lease of real property with this District, except that Madison College Board, upon request, may waive this prohibition where it is in the best interests of Madison College.

ACTION TO AVOID POSSIBLE CONFLICT

1. If, in the discharge of an employee's official duties, an employee is required to take an action that is, or may be, prohibited by this policy, such employee shall:
 - a. Refrain from taking such action.
 - b. Develop and deliver a written statement to his/her supervisor or other appropriate administrator describing the matter requiring action or decision, and the nature of the possible conflict of interest.
2. Upon receipt of such a statement, the supervisor or administrator shall:
 - a. Determine that the activity in question is not prohibited and serves the best interest of Madison College.
 - b. Relieve the employee from responsibility for the assignment, and if appropriate, assign the matter to another staff member for whom the matter does not create a conflict, or
 - c. Take other appropriate action.
3. The supervisor or administrator may on his/her own initiative or at the request of the employee request an advisory opinion from the College President or District Board.

VIOLATIONS

Alleged violations of this policy shall be referred to the College President for investigation and disposition.

I, the undersigned below, understand, acknowledge and agree to Madison Area Technical College Code of Ethics Policy as set forth above.

Company Name: _____

Title: _____

Printed Name: _____

Signature: _____

Date: _____

END OF SUPPLEMENT C

Proposal Offeror Name: _____
Provide company name, address, contact person, telephone number, and appropriate information on three services with requirements and scope similar to those included in this Request for Proposal .

Company Name: _____

Address: _____

Contact Person: _____ Phone/Email: _____

Services Performed: _____

Number of Years as a Customer: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone/Email: _____

Services Performed: _____

Number of Years as a Customer: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone/Email: _____

Services Performed: _____

Number of Years as a Customer: _____

END OF SUPPLEMENT D

PARTICULARS

- 1.01** The contractor(s) and any subcontractors shall participate in a registered apprenticeship program, certified through the Department of Workforce Development, Bureau of Apprenticeship Standards, and I or the U.S. Department of Labor, Bureau of Apprenticeship and Training, and shall employ apprentices for each building trades craft anticipated to be involved in the project, if they are available and appropriate for the nature of the work being performed. Such apprentices shall be properly indentured in a registered apprenticeship program. The contractor and any of its subcontractors agree to provide the College, within 10 days upon request, certified employee payroll records at no cost to Madison Area Technical College.
- 1.02** Refer to the following web links for additional information:
 - A. <http://btrades.com>
 - B. http://dwd.wisconsin.gov/apprenticeship/pdf/active_wtt.pdf
- 1.03** The contractor(s) covenants, represents, and warrants that it and any of it subcontractor(s) shall comply with the above-stated requirement during the entire term of the project period, and that compliance with the requirement is a legally enforceable binding obligation. In the event of non-compliance during the project period, contractor shall notify Madison Area Technical College immediately, and take all the necessary actions, using best efforts, to resume compliance for itself and its subcontractor(s). The application of this provision includes, but is not limited to, significant work that is self-performed by the contractor. This requirement includes any and all work, including self-performance work conducted by the contractor.
- 1.04** Contractor acknowledges and agrees that failure to comply with this entire requirement is a breach of contract and may result, in the College's sole discretion, in any or all, of the following: (1) immediate contract termination;(2) up to a 5% penalty of the full contract amount to be paid to the College upon request;(3) the withholding of scheduled payments for work performed under the contract during the period of breach;(4) non-payment for work performed under the contract, in whole or in part, during the period of breach;(5) monetary payment of any other damages as result of the breach of contract; and (5) the removal of contractor(s) and subcontractor(s) from College vendor list for a period not to exceed 2 years.
- 1.05** As this is a Madison Area Technical College requirement, to qualify your proposal , all contractors and subcontractors must complete this form to confirm your company participates in an apprenticeship program and/or has a certified formal training program for employees as identified above.
- 1.06** It is the general contractor's responsibility to verify all subcontractors are in compliance.
- 1.07** Failures to complete, verify, and include this form for each subcontractor may result in disqualification.
- 1.08** I, the undersigned below, understand, acknowledge and agree to Madison Area Technical College Apprenticeship Program Requirements as set forth above.

- A. Project Name: _____
- B. Project Location: _____
- C. Company Name: _____
- D. Title: _____
- E. Printed Name: _____
- F. Signature: _____
- G. Date: _____

END OF SUPPLEMENT AP

PARTICULARS

- 1.01** This project is being completed in part with assistance from the *Wisconsin Solar Corps*, a Workforce Development Grant Partnership funded by the Department of Energy. The MREA leads the Solar Corps to facilitate collaboration between Wisconsin's leading technical college training programs, to increase student work experience opportunities, and to facilitate workforce training on high impact/high visibility PV installations in Wisconsin communities. The project deliverables include offering credit-bearing advanced installation training at WI technical colleges, allowing students to participate in hands-on installation training opportunities, and placing students in internships with PV contractors to execute solar installations.
- 1.02** Refer to the following web link for additional information on the Solar Corps Project:
<https://www.midwestrenew.org/solarcorps/>
- 1.03** Candidates for solar internships will be identified by Madison College and MREA.
- 1.04** The PV contractor shall agree to place at least one technical college student in a solar internship experience lasting for a minimum duration of 160 hours. Financial assistance to support the interns is provided by the MREA Solar Corps project.
- 1.05** The PV contractor shall allow access to the job site for Madison College solar instructors and their students for the purposes of instruction as part of an advanced solar installation class. Site visits shall be coordinated between the instructor and the solar contractor to ensure safety and to minimize disruptions to the workplace and construction schedule. The Madison College instructor shall provide a minimum of one week advance notice to the PV contractor when seeking access to the job site.
- 1.06** The PV contractor acknowledges that photos, video, and other documentation of the installation process may be gathered for educational purposes, and that these materials may be shared with others including Wisconsin Technical College instructors and students, MREA staff, and officials with the Department of Energy.
- 1.07** I, the undersigned below, understand, acknowledge and agree to Madison Area Technical College Student and Internship Requirements as set forth above.

- A. Project Name: _____
- B. Project Location: _____
- C. Company Name: _____
- D. Title: _____
- E. Printed Name: _____
- F. Signature: _____
- G. Date: _____

END OF SUPPLEMENT SI
END OF ATTACHMENT E

**ATTACHMENT F
BONDS AND CERTIFICATES**

RFP 20-011

MADISON AREA TECHNICAL COLLEGE
BOND AND CERTIFICATE REQUIREMENTS

00 60 00 - 46

PARTICULARS

1.01 BONDS

- A. Security Bonds
 - 1. Required.
- B. Performance & Payment Bonds
 - 1. Required.

1.02 CERTIFICATES

- A. Certificate of Insurance
 - 1. Submit Certificate of Insurance to Owner upon notice of award.
 - 2. See **Pages 4 and 5 of this RFP**, for INSURANCE requirements.

END OF ATTACHMENT F

**ATTACHMENT G
GENERAL AND SUPPLEMENTARY CONDITIONS**

RFP 20-011

MADISON AREA TECHNICAL COLLEGE
GENERAL CONDITIONS

00 70 00 - 47

FORM OF GENERAL CONDITIONS

1.01 AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, is not bound in this Project Manual, but is included by this reference.

- A. AIA Document A201-2017 may be examined at the Owner's place of business or via the following link http://content.aia.org/sites/default/files/2017-04/A201_2017%20sample%20%28002%29.pdf

END OF SECTION

SUPPLEMENTARY CONDITIONS

INTENT

- 1.01 These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 70 00 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- 1.02 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

MODIFICATIONS TO AIA A201-2017

2.01 ARTICLE 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

- A. Delete paragraph **§1.5.2** and replace with the following:
§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. If no copyright notice is shown on the Instruments of Service, no such notice is required to be placed on copies made. **The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner.** Architect, where applicable, and the Architect's consultants.
- B. Add the following new subparagraph **§1.5.3**:
§1.5.3 Contractor shall indemnify, hold harmless and defend Owner, Architect, and Architect's Consultants, against any claim, loss, damage or injury resulting from Contractor's or Subcontractor's: (1) unauthorized use of the Instruments of Service; or (2) use of the Instruments of Service on any other project. This duty shall include the reasonable attorneys' fees incurred by Owner in enforcing the terms set forth in this section.
- C. Add the following new subparagraph **§1.5.4**:
§1.5.4 Copies of Architect's Electronic files plan view files (CAD) will be provided to Contractor for Contractor's use in connection with Project, subject to execution of AIA-Documents C106-2007 "Digital Data Licensing Agreement", any other disclaimer that the Architect or engineers deem necessary, and receipt of \$350 processing fee for each file requested. If applicable, the Architect and /or engineer will provide BIM Models to Contractor for a fee of \$1,000.

2.02 ARTICLE 2.2 - EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

- A. Delete subparagraph **§2.2.1** in its entirety.

2.03 ARTICLE 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- A. Add the following to the end of subparagraph **§2.3.2**:

The term "Architect" means the Architect or the Architect's authorized representative. If no Architect is identified, all Contract Administration duties shall be performed by Owner and any references to "Architect" herein shall be deemed to mean "Owner" or Owner's Designated Representative. Nothing herein, however, is intended to absolve any architect used by Owner for

the design of the overall project, including this Project, from liability.

2.04 ARTICLE 3.1 GENERAL

- A. Add the following subparagraph **§3.1.4**:

§ 3.1.4 The Contractor shall include the Owner and Architect on all communications that relate to or affect the Contractor's services or duties.

2.05 ARTICLE 3.2 - REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. Add the following to the end of subparagraph **§3.2.4**:

"...unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency, omission or difference in the Contract Documents that Contractor knowingly recognized or should have reasonably recognized without such notice to the Architect and Owner, the costs for correction will be allocated among the responsible parties."

- B. Add the following new subparagraph **§3.2.5**:

§ 3.2.5 Information and data relating to utilities owned by others shown or indicated in the Project Documents at or contiguous to the Project site is based on information and data furnished to the Owner or Architect by owners of such utilities or by others. Unless it is expressly provided in the Supplementary Conditions:

- a. Owner or Architect shall not be responsible for the accuracy or completeness of any such information or data; and
- b. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating utilities owned by others, for coordination of the Work with owners of such utilities during construction, for safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which shall be considered as having been included in the Contract at no additional charge to the Owner.

2.06 ARTICLE 3.3 - SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Add the following new subparagraph **§3.3.4**:

§ 3.3.4 The Contractor shall be responsible for location and protection of utilities. Contractor shall contact Diggers Hot Line prior to commencement of Construction activities. Coordinate with Owner for locating of Owner owned utilities.

2.07 ARTICLE 3.4 – LABOR AND MATERIALS

- A. Add the following to the end of subparagraph **§3.4.1**:

The Owner will not be liable to assume any responsibility for the damage or wear to the Contractor's tools, materials and/or equipment except to the extent covered by any applicable insurance or to the extent that the Owner and its agents, employees or contractors are responsible for the damage or wear.

2.08 ARTICLE 3.5 WARRANTY

- A. Delete subparagraph **§3.5.2** and replace with the following:

§ 3.5.2 The Contractor's warranty under this Section is not exclusive, and any other express warranties stated elsewhere, may also be exercised by Owner at its option. In addition, the Contractor shall assign to the Owner all manufacturers' and suppliers' warranties, express or implied, respecting any part of the Work which Contractor or

Subcontractors receive not later than at the time Final Payment is made. The assignments, copies of all warranties and all product operation manuals for proper use and maintenance of equipment shall be conveyed to the Owner prior to Final Payment for the Work (i.e., final retainage). Owner may, at its option, release final retainage for that portion of the Work for which all contract close-out requirements have been satisfied, and shall commence in accordance with Section 9.8.4

- B. Add the following new subparagraph **§3.5.3**:

§ 3.5.3 The Contractor and any applicable Subcontractors agree, as part of its post completion Work and its warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and its Architect eleven (11) months after Substantial Completion of each phase of the Work to identify warranty work and any other items which must be corrected to conform with the requirements of the Contract Documents.

2.09 ARTICLE 3.7 - PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

- A. Add the following new subparagraph **§3.7.1.1**:

§ 3.7.1.1 Contractors are responsible for required permits and fees that which are customarily secured for work within the respective municipalities.

2.10 ARTICLE 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

- A. Delete subparagraph **§3.10.2** and replace it with the following:

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect and Owner's review and approval, which approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2.11 ARTICLE 3.13 USE OF SITE

- A. Delete subparagraph **§3.13** in its entirety and replace it with the following:

§ 3.13 The Contractor shall store materials on the site where directed and in such a manner as will not damage the area in which they are stored. Material deliveries shall be scheduled so that they are not stored longer than necessary. All items furnished to the site by the Owner shall be stored as directed.

- B. Add the following subparagraph **§3.13.1**:

§ 3.13.1 Where the Contractor's operations will affect the Owner's operation and use of existing facilities, the Contractor will arrange its work to minimize its effect on the existing facility, and will coordinate the timing, sequencing and duration of the disruptions with the Owner's representative and proceed with such work only after receiving authority to do so. In addition, the Contractor shall be responsible for any loss or damage to Owner's existing facilities resulting from the negligent acts or omissions of Contractor, Subcontractor, Sub-subcontractor, their consultants, agents or employees.

2.12 ARTICLE 3.18 INDEMNIFICATION

- A. Delete subparagraph **§3.18.1** and replace it with the following:

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its officers, directors, agents and employees from and against claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or resulting from performance of Contractor's services under this Agreement, including without limitation claims arising from negligence, errors, omissions, or intentional acts of Contractor, its employees and/or anyone for whose acts Contractor may be liable to the extent caused by Contractor. The indemnification obligation set forth above shall not be limited by the amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit. The foregoing indemnification will not apply to any damage or loss to the extent insured under the Builder's Risk coverage provided for the Work.

- B. Delete subparagraph **§3.18.2** in its entirety and replace it with the following:

§ 3.18.2 If any claim for which indemnification is required under Section 3.18.1 has not been settled or discharged when the Work is completed, Final Payment shall be deferred until such claim is paid or settled, or until the Contractor provides a bond or other security reasonably acceptable to the Owner in a sum equal to the amount of such claim. Notwithstanding the foregoing, if the Contractor is fulfilling its responsibilities under Section 3.18.1, withholding of Final Payment shall be limited to the reasonable amount of the claim (i.e., up to 125% of the reasonable cost to complete or correct) including the potential cost of defense and interest; however, no amount shall be withheld if applicable insurance covers the loss without any reservation of rights.

2.13 ARTICLE 4.2 ADMINISTRATION OF THE CONTRACT

- A. Delete subparagraph **§4.2.11** in its entirety and replace it with the following:

§ 4.2.11 The Architect will provide recommendations concerning performance under, and requirements of, the Drawings and Specifications on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which recommendations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such recommendations until ten (10) days after written request is made for them

- B. Delete subparagraph **§4.2.12** in its entirety and replace it with the following:

§ 4.2.12 Recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Drawings and Specifications and will be in writing ~~or~~ and in the form of drawings when appropriate. When making such recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of recommendations rendered in good faith

- C. Delete subparagraph **§4.2.13** in its entirety and replace it with the following:

§ 4.2.13 The Architect's recommendations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents

2.14 ARTICLE 5.3 - SUBCONTRACTUAL RELATIONS

- A. Add the following to the end of paragraph **§5.3**:

"Owner is an intended third-party beneficiary of all subcontracts and material supply contracts of whatever tier, with the right to directly enforce, both during and after the construction period, subcontractor and material supplier obligations to meet prevailing standards or workmanship and to comply with the Contract Documents including but not

limited to all applicable express and implied warranties. During the construction period, that right shall only be exercised in cooperation with Contractor, unless Contractor is in default under the Contract and fails to cure the same.”

2.15 ARTICLE 7.1 – CHANGES IN THE WORK - GENERAL

- A. Add the following subparagraph **§7.1.4**:
- § 7.1.4 There will be no Changes in the Work unless first authorized in writing by Owner and Architect pursuant to the terms of this Article 7. If the Contractor commences a change in the Work without obtaining Owner’s prior written authorization, then Owner shall not be obligated to grant any increase in the Contract Sum or extension of the Contract Time relating to such change in the Work.**

2.16 ARTICLE 7.2 – CHANGES ORDERS

- A. Add the following subparagraph **§7.2.2**:
- § 7.2.2 Mark-ups for change orders shall be as follows: 1. For work performed directly by the contractor and his own forces, 15 percent. 2. For work performed by subcontractors and material supplied, 7-1/2 percent.**

2.17 ARTICLE 7.3 – CONSTRUCTION CHANGE DIRECTIVES

- A. Delete subparagraph **§7.3.1** in its entirety and replace it with the following:

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly

2.18 ARTICLE 8.3 – DELAYS AND EXTENSIONS OF TIME

- A. Delete subparagraph **§8.3.1** in its entirety and replace it with the following:

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or negligence of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation; or litigation; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may allow based upon Architect’s recommendation.

- B. Delete subparagraph **§8.3.3** in its entirety and replace it with the following:

§ 8.3.3 Contractor’s sole remedy in the event of (i) any delay not caused by or attributable to the Owner; or (ii) an otherwise excusable delay (i.e., force majeure) shall be an equitable extension of the Contract Time and Contractor shall not obtain any monetary damages for the delay or any addition to the Contract Sum or Guaranteed Maximum Price; however, Contractor shall be entitled to use Contractor’s construction contingency funds (if any) to cover additional costs incurred as a result of any such delay. Notwithstanding any implication to the contrary in Section 8.3.1 of the General Conditions, Contractor shall not be entitled to any time extension for any delay that is the fault of Contractor or any of its Subcontractors or suppliers, or their Subcontractors or suppliers at any level. There shall be no adjustment of compensation for acceleration efforts undertaken by Contractor to meet the Substantial Completion date, as the same may be modified as provided for

herein, as a result of any delay that is the fault of Contractor or any of its Subcontractors or suppliers, or their Subcontractors or supplier at any level. However, Contractor shall be entitled to use Contractor's construction contingency funds (if any) to cover additional costs incurred as a result of any such delay.

C. Add the following subparagraph §8.3.4:

§ 8.3.4 If there is a delay or anticipated delay of the Construction Schedule because of the actions or omissions of the Contractor or any Subcontractor and the Contractor is unable to produce within fifteen (15) working days after notice by the Owner a recovery schedule for its Work to address such delay or anticipated delay acceptable to the Owner, then the Owner shall have the right to order the Contractor to take such actions as may be necessary, consistent with the same performance of the Work affected thereby, to recapture the time lost by any such delay.

Such action shall include increasing staff; increase in shifts or hours worked per day, or performance of work on Saturdays, Sundays or national holidays; use of any available work float in the Project schedule; and changing the sequence of work activities. Owner shall pay Contractor only the Contractor's extra labor cost over the amount for regular time during the period of such overtime, including additional insurance and taxes incurred by the Contractor with respect thereto. Time slips covering said overtime must be submitted to Owner's designated representative for checking and approval.

The Owner, at its option, shall also be entitled to accelerate performance of the Work where there is no delay or anticipated delay. The costs of such acceleration where there is no delay or anticipated delay shall be paid for by the Owner.

D. Add the following subparagraph §8.3.5:

§ 8.3.5 If Contractor intends to claim an extension of time to perform as a result of a delay not caused by Contractors or any of its Subcontractors or suppliers, Contractor must give Owner written notice within seven (7) days after the event giving rise to the claim and follow the procedures in Article 7 for securing a Change Order; otherwise such a claim shall be deemed waived.

2.19 ARTICLE 9.2 – SCHEDULE OF VALUES

A. Add the following subparagraph § 9.2.1:

§ 9.2.1 "The Schedule of Values shall be prepared in such a manner that, at minimum, each major item of work and each subcontracted item of work is shown as a single line item."

2.20 ARTICLE 9.3 – APPLICATIONS FOR PAYMENT

A. Add the following subparagraph § 9.3.1.3:

§ 9.3.1.3 The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory, or if the Surety withholds its consent.

B. Add the following subparagraph § 9.3.5:

§ 9.3.5 Liens. Provided that Owner shall make payment of amounts due to Contractor, Contractor shall keep the Project Site free from any liens by Contractor, its Subcontractors, Architect or engineers retained by Contractor, or their respective assigns. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor, Subcontractors, or such Architect or engineers, except upon express prior written consent of Owner. If, because of any act or omission of Contractor or anyone

claiming through or under Contractor, any mechanic's or other lien, encumbrance or order is filed against Owner or the Project Site, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record or bonded over within thirty (30) days after receiving notice thereof, and shall indemnify and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting therefrom or by reason thereof.

2.21 ARTICLE 9.5 – DECISIONS TO WITHHOLD CERTIFICATION

A. Delete subparagraph § 9.5.1 in its entirety and replace it with the following:

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** defective Work or incomplete Work for which payment has been made or for which payment is sought;
- .2** third party claims filed not resulting from the Owner's failure or refusal to pay Contractor or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum or reasonable evidence that Contractor will not be able to complete the Work;
- .5** damage to the Owner or a Separate contractor caused by Contractor and not covered by insurance;
- .6** reasonable evidence that the Work will not be completed within the Contract Time as a result of Contractor's fault, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7** repeated failure to carry out the Work in accordance with the Contract Documents;
- .8** failure of the Contractor to comply with the most current approved Project construction schedule; or
- .9** the existence of any event of material default under the Contract Documents.

2.22 ARTICLE 9.10 – FINAL COMPLETION AND FINAL PAYMNET

A. Delete subparagraph § 9.10.2 in its entirety and replace it with the following:

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or

the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a marked-up version of all Construction Documents showing the record condition of the Work; (6) final lien waivers and releases conditions only upon receipt of payment from Contractor and all Subcontractors who provided any materials, labor or services for the Project; (7) a final and accurate sworn statement identifying all amounts originally owed and paid to Contractor and all Subcontractors, as well as the alleged balances, which shall be zero or equal to the applicable portion of the final draw requested by Contractor and the retainage still being withheld; (8) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (9) if required by the Owner, other data establishing payment or satisfaction of obligations arising out of the Contract, to the extent and in such form as may be designated by the Owner.

2.23 ARTICLE 10.2 - SAFETY OF PERSONS AND PROPERTY

- A. Delete subparagraph § 10.2.4 in its entirety and replace it with the following:

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Notwithstanding the foregoing, the Contractor shall not use any explosives, hazardous or toxic materials on the Project site except with the Owner's prior written consent.

- B. Add the following to the end of subparagraph §10.2.8.1:

Contractor shall promptly report in writing to the Architect and Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses, if Contractor reasonably believes there may be a claim made against Owner. In addition, if death or serious injury or damages are caused, the accident shall be reported immediately to Owner by telephone or messenger. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter

2.24 ARTICLE 10.3 – HAZARDOUS MATERIALS AND SUBSTANCES

- A. Delete subparagraph § 10.3.2 and replace it with the following:

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material

or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. A Change Order shall be issued to the Contractor as provided in Article 7, providing for an equitable adjustment in the Contract Sum or Contract Time for an increase or delay in the Work or the cost thereof in the event the Contractor encounters hazardous substances.

- B. Delete subparagraph §10.3.4 and replace it with the following:

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. Notwithstanding the foregoing, if the Contractor uses any materials or substances required by the Contract Documents in violation of applicable laws, or if as a result of the negligence, misconduct or default of the Contractor any such materials or substances cause any damages to the Owner, then in such event, the Contractor shall be responsible for such damages

- C. Add the following to the end of subparagraph § 10.3.5:
and (3) materials and substances which are Contract's responsibility under Section 10.3.4.

- D. Add the following new subparagraph § 10.3.7:

§ 10.3.7 Terminology used in this subsection shall be as defined in Federal Register 40 CFR Part 763, Subpart E- Asbestos-Containing Materials in Schools.

.1 Contractor shall contact the Owner and Architect if asbestos-containing building materials (ACBM) or suspected ACBM are uncovered or encountered during the performance of the Work. Contractor shall not disturb ACBM or suspect ACBM and Work in the area shall be suspended, if necessary to prevent the release of asbestos fibers. The Owner authorize the Work to proceed following removal of ACBM or bulk sampling to confirm suspected ABCM does not contain asbestos.

.2 Asbestos Management plans are available in the custodial/administrative office at each facility and at the Facilities Office, 3550 Anderson Street, Madison, Wisconsin, Room 118, that identifies the locations of asbestos-containing building materials. The Contractor, his Subcontractors, and agents shall not disturb friable ACBM, nor make nonfriable ACBM friable in the course of the work unless specified herein. Unless it is otherwise expressly provided in the Contract Documents:

- E. Add the following new subparagraph § 10.3.8:

§ 10.3.8 Unless it is otherwise expressly provided in the Contract Documents:

.1 The Owner shall arrange and pay for all costs associated with the bulk sampling of ACBM and suspect ACBM.

.2 The Owner shall arrange and pay for all costs associated with removal of ACBM and air monitoring.

.3 The Contractor shall be required to review the site prior to start of Work for ACBM or suspect ACBM as it relates to the Work.

.4 The Contractor shall indemnify and hold harmless the Owner and it's Consultants against claims, damages, losses and expenses resulting from the willful or negligent damage of asbestos-containing material during the performance of the Work.

- F. Add the following new subparagraph § 10.3.9:

§ 10.3.9 All existing painted and finished surfaces associated with existing facilities scheduled for renovation, remodeling or razing as part of the Work shall be assumed to contain lead (Pb). The Contractor, his subcontractors and agents shall be responsible for the protection of workers

and building occupants per OSHA Lead in Construction Standard, 29 CFR 1926.62 and other applicable rules and regulations.

G. Add the following new subparagraph **§ 10.3.10**:

§ 10.3.10 Unless it is otherwise expressly provided in the Contract Documents:

- .1 The Contractor shall remove demolished materials containing lead finishes from the site and dispose of in a WDNR approved disposal facility (sanitary landfill). Contractor shall provide a manifest indicating the chain of custody as well as the actual landfill location.
- .2 The Contractor shall use a certified laboratory to perform the Toxicity Characteristic Leaching Procedure (TCLP) for lead to determine if lead containing wastes are at hazardous lead levels per Wisconsin Administrative Code, Chapters NR 600-685 for hazardous waste management and disposal.
- .3 The Contractor shall provide HEPA vacuum(s) to clean up dust generated by construction activities associated with the Work. The Contractor is responsible for damp-cleaning of areas of the Work. Surfaces shall be determined clean based on current HUD standards.
- .4 The Contractor shall identify assumed lead based finishes to be removed, remodeled or razed at least ten days prior to the scheduled Work. The Owner will sample identified surface(s) and have samples analyzed for lead content. The Owner will provide a report of lead content to the Contractor.

H. Add the following subparagraph **§ 10.3.11**:

§ 10.3.11 The Contractor shall submit to the Owner upon request " Safety Data Sheets" (SDS), OSHA Form OSHA-20, for any item(s) provided during the performance of the Work which may have toxic, hazardous or infectious substances as defined by the Federal Occupational, Safety and Health Standards entitled "Subpart Z - Toxic and hazardous Substances", Section 1910-1200.

2.25 ARTICLE 11.1 – CONTRACTORS INSURANCE AND BONDS

A. Delete subparagraph **§ 11.1.1** in its entirety and replace it with the following:

§11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, or elsewhere in the Contract Documents. Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- .1 **11.1.1.1 The types of insurance and the limits of liability indicated above are the minimum required and neither the Owner nor the Architect warrant the adequacy of the types of insurance or the limits of liability.**
- .2 **11.1.1.2 Contractor shall require Subcontractor, not protected under Contractor's insurance, to take out and maintain Worker's Compensation Insurance and insurance of the same kind and in the amounts that the Contractor considers appropriate as specified above. Contractor shall submit evidence of such insurance coverage to the Owner upon request.**
- .3 **11.1.1.3 Contractor shall carry sufficient comprehensive insurance on equipment at the site of work and on route to and from the site to fully protect Contractor. Contractor shall require Subcontractors carry same coverage. It is expressly understood and agreed that the Owner and the Architect shall have no responsibility thereof.**

- B. Delete subparagraph **§11.1.2**
- C. Delete subparagraph **§11.1.4**
- D. Add new subparagraph **§11.1.5:**

§ 11.1.5 Insurance required of Subcontractors: All Subcontractors shall have insurance coverage up to the minimum amount required by law. The Owner and Architect assume no responsibility for Contractor's or Subcontractors' liabilities in the event that the limits set above are not adequate or coverage is not properly obtained by either of them.

2.26 ARTICLE 11.2 – OWNERS INSURANCE – FAILURE TO PURCHASE REQUIRED PROPERTY INSURANCE

- A. Delete subparagraph **§11.2.2**

2.27 ARTICLE 11.3 – WAIVERS OF SUBROGATION

- A. Delete subparagraph **§ 11.3.1** in its entirety and replace it with the following:

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub- subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Work except for loss or damage to Owner's existing facilities caused by negligent acts of Contractor, Subcontractor, Sub-subcontractor, their consultants, agents or employees, and except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- B. Add new subparagraph **§11.3.3:**

§ 11.3.3 The Owner shall have power to adjust and settle a loss with insurers. If Owner desires to use such powers, Owner shall advise Contractor and all interested parties of its decision writing. Contractor and all interested parties shall have fifteen (15) days to object in writing to the Owner's exercise of this power. If such objection is made, the dispute shall be resolved as provided in Article 15.

2.28 ARTICLE 12.2.2 – AFTER SUBSTANTIAL COMPLETION

- A. Delete subparagraph **§12.2.2.1** and replace it with the following:

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two (2) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If

the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5

- B. In subparagraphs **§12.2.2.2**, **§12.2.2.3** and **§12.2.5** replace all references of “1 year” to “2 years”

2.29 ARTICLE 13.1 – GOVERNING LAW

- A. Delete subparagraph **§13.1** and replace it with the following:

§ 13.1 The Contract shall be governed by the laws of the State of Wisconsin.

2.30 ARTICLE 13.3 – RIGHTS AND REMEDIES

- A. Add the following subparagraph **§13.3.3**:

§ 13.3.3 The Contract shall be interpreted and applied to the fullest extent permitted by law. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents. The Contract Documents represent the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior proposal, bid, agreement, whether oral or written, of Owner or Contractor. This Contract may be amended only by written instrument signed by both the Owner and Contractor.

2.31 ARTICLE 13.6 – MADISON AREA TECHNICAL COLLEGE PROVISIONS:

- A. Add the following new section **13.6 Madison Area Technical College Provisions**
- B. Add the following new subparagraph **§13.6.1**

§13.6.1 – Apprenticeship The contractor(s) and any subcontractors shall participate in a registered apprenticeship program, certified through the Department of Workforce Development, Bureau of Apprenticeship Standards, and/or the U.S. Department of Labor, Bureau of Apprenticeship and Training, and shall employ apprentices for each building trades craft anticipated to be involved in the project, if they are available and appropriate for the nature of the work being performed. Such apprentices shall be properly indentured in a registered apprenticeship program.

Refer to the following web links for additional information:

<http://btrades.com/QualityContractors.htm>

<http://dwd.wisconsin.gov/apprenticeship/pdf/active/wtt.pdf>

- C. Add the following subparagraph **§ 13.6.2**:

§ 13.6.2 Tobacco Use of tobacco products on College property is prohibited

- D. Add the following subparagraph **§ 13.6.3**:

§ 13.6.3 Alcohol Use of alcohol products on College property is prohibited

- E. Add the following subparagraph **§ 13.6.4**:

§ 13.6.4 Affirmative Action The contractor shall comply with the Madison Area Technical College Affirmative Action Policy as follows; It is the policy of Madison College not to discriminate on the basis of age, handicap, national origin or ancestry, race, color,

religion, creed, sex, sexual orientation, marital status, arrest or conviction record, service in the armed forces, genetic testing, and the use or non-use of lawful products off the employer's premises during non-working hours, or any other basis prohibited by applicable law. Inquiries regarding this policy may be directed to the President's Office at the Madison Area Technical College, 1701 Wright Street, Madison, WI 53704

- F. Add the following subparagraph **§13.6.5**:

§ 13.6.5 Payment For Labor and Materials Except as to any building materials or services purchased directly by Owner, the Contractor shall pay all claims for labor performed and materials furnished, used or consumed in performing the Work of the Agreement. The Contractor shall, pursuant to Section 779.14(1e)(b), Wisconsin Statutes, maintain a list of all subcontractors and suppliers performing labor or furnishing materials under the Agreement

- G. Add the following subparagraph **§13.6.6**:

§ 13.6.6 Retainage Pursuant to the requirements of Section 66.0901 of the Wisconsin Statutes, progress payments to the Contractor under the Contract shall be subject to a retainage by Owner in an amount equal to five percent (5%) of all progress payments until fifty percent (50%) of the work has been completed. At fifty percent (50%) completion, further progress payments shall be made in full to the Contractor and no additional amount shall be retained. At fifty percent (50%) completion or any time after fifty percent (50%) completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than ten percent (10%) of the value of the work completed. Upon final acceptance or occupancy of the building by Owner, all amounts retained shall be paid to the Contractor subject to retainage of amounts necessary to secure performance of punchlist items.

- H. Add the following subparagraph **§13.6.7**:

§ 13.6.7 Provision of Operation Manuals and Training The Contractor shall, as a part of its basic services, provide operation manuals in an electronic format containing the manufacturers' warranties and instructions necessary for maintenance and operation of any equipment or apparatus it furnishes under the Contract Documents, warranty information and any additional data specifically requested under the various sections of the Specifications for each division of the Work to the Architect for subsequent conveyance with all Contractors' manuals to the Owner at or before Final Payment. Each manual shall be arranged in logical order, indexed and suitably bound and adequate training for the Owner in the operation of mechanical, electrical, heating and air-conditioning systems installed as a part of the Work of the Project

2.32 ARTICLE 14.1.5 – TERMINATION BY THE CONTRACTOR

- A. Added the following subparagraph **§14.1.5**:

§14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on account of any termination described in Section 14.1 or 14.4

2.33 ARTICLE 14.2.1 – TERMINATION BY THE OWNER FOR CAUSE

- A. Delete subparagraph **§14.2.1** and replace it with the following

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials in accordance with Contractor's schedule for attaining Substantial Completion;

.2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers if and only if Contractor fails to provide Owner with reasonable evidence that funds have been placed by Contractor in a commercial escrow account sufficient to pay Subcontractor for the disputed items, fails to post a bond for the amount due Subcontractors or Suppliers, fails to obtain an endorsement to a title policy with respect to liens of Subcontractor or Suppliers, or if the portion of the Contract Sum owing to the Contractor held in retainage by Owner pursuant to Article 9 is less than the amount allegedly owed by Contractor to Subcontractor or Suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or

.5 becomes insolvent, is in bankruptcy, or is in receivership.

B. Delete subparagraph § 14.2.3 and replace it with the following:

§ 14.2.3 If the Agreement is terminated by Owner for cause attributable to the Contractor, the Contractor shall receive no fees or reimbursable expense other than those due for services properly rendered prior to the date of termination. The Contractor may be held liable for those actual damages suffered by Owner due to Contractor's failure to perform as provided in the Agreement. The Owner may, if the Contractor is in default of the Agreement or the Work is not completed within the time required, take charge of or authorize the surety to take charge of the Work and finish it at the expense of the Contractor and the sureties, and apply the amounts retained from progress payments to the Contractor.

C. Delete paragraph §14.2.4 in its entirety.

D. Add subparagraph §14.2.5 as follows:

§ 14.2.5 Upon termination of the Contract, Contractor shall immediately stop the Work hereunder except such as shall be essential to preserve and safeguard existing Work and immediately advise Owner of the status of all outstanding subcontracts and purchase orders. Such outstanding purchase orders and subcontracts shall be canceled or assigned to Owner as Owner may direct. In the event of any such termination, Contractor shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require

2.34 ARTICLE 15.3 – MEDIATION

A. Delete subparagraph §15.3.1 and replace it with the following:

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be resolved through litigation, unless otherwise agreed in writing between the parties, subject to mediation as a condition precedent to binding dispute resolution. The venue of any litigation shall be where the Project is located.

B. Delete subparagraph §15.3.2 and replace it with the following:

§15.3.2 The parties shall endeavor to resolve their Claims by mediation and each party shall be required to ensure that a representative with full and absolute decision-making authority attend

the mediation. Upon the request of either party, a neutral mediator shall be retained. If the parties cannot agree on a mediator, the demand for mediation shall be filed with the American Arbitration Association by the party requesting the neutral mediation

- C. Delete subparagraph **§15.3.3** in its entirety.

MODIFICATIONS TO AIA A101-2017

3.01 ARTICLE 3.3 –SUBSTANTIAL COMPLETIONS

- A. Delete subparagraph **§3.3.3** and replace it with the following:
§ 3.3.3 Since failure to complete the Work within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, if the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor shall pay the Owner as liquidated damages for such delay, and not a penalty, (\$500.00) for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 the General Conditions, and shall not preclude the recovery of damages by the Owner under the provisions of the Contract Documents, except for Contractor’s delays.

This provision for liquidated damages for delay shall in no manner affect the Owner’s right to terminate the Contract as provided in Article 14 of the General Conditions (“Termination or Suspension of the Contract”) or elsewhere in the Contract Documents.

The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

3.02 ARTICLE 6.2 – BINDING DISPUTE RESOLUTION

- A. Add the following to the end of subparagraph **§6.2**:

Attorney Fees and Litigation Costs. In the event of litigation or other legal proceedings between Owner and Contractor arising out of this Agreement, Contract Documents, Work or Project, the reasonable attorneys’ fees and costs (including, without limitation, expert witness’ fees and costs) of the substantially prevailing party shall be reimbursed by the non-prevailing party and entitled to have such amounts added to the amount of any judgment. In order to be determined to be the substantially prevailing party, the party asserting the claim must receive a judgment in excess of fifty percent (50%) of the value of their asserted claim.

In the event that any dispute, controversy or question shall have arisen as to the interpretation of any provision of the Agreement or the Contract Documents, the performance of any Work, the delivery of any material, the payment of any monies to Contractor, or otherwise, Contractor agrees that it will not directly or indirectly stop or delay the Work or part of the Work or stop or delay the delivery of any materials, pending the determination of such dispute or controversy in accordance with the terms of the Contract Documents, provided that Contractor is paid undisputed amounts in accordance with the provisions of the Contract Documents.

MODIFICATIONS TO AIA A101-2017 Exhibit A

4.01 ARTICLE A.2 – OWNER’S INSURANCE - GENERAL

- A. Delete subparagraph **§A.2.1** and replace with the following:

§ A.2.1 General: Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage via a certificate of insurance, required under this Article A.2 and provide proof of said insurance policy or policies required by Section A.2.3. All applicable conditions, definitions, exclusions, and endorsements shall be listed.

4.02 ARTICLE A.2.3.1 – REQUIRED PROPERTY INSURANCE

- A. Delete subparagraph **§A.2.3.1** and replace it with the following:

§ A.2.3.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a full replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The builder's risk policy shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner. The Owner’s property and or builder’s risk policy or policies will be secondary to that of the Contractor, Subcontractors, and Sub-subcontractors general liability policy or policies.

4.03 ARTICLE A.2.3.1.4 – DEDUCTIBLES AND SELF-INSURED RETENTIONS

- A. Add the following to the end of subparagraph **§A.2.3.1.4**:

Owner reserves the right to subrogate against the Contractor, Subcontractors, and Sub-subcontractors to recover deductibles or retentions if it is deemed that the Contractor, Subcontractors, and Sub-subcontractors are primarily responsible for the loss and subsequent damages to building(s) and structure(s) considered new construction; free standing, adjacent or connected to existing building(s) or structure(s).

4.04 ARTICLE A.2.3.3 – INSURANCE FOR EXISTING STRUCTURES

- A. Delete subparagraph **§A.2.3.3** and replace it with the following:

§ A.2.3.3 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, builder's risk “all-risks” property insurance, on a full replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall

be responsible for all co-insurance penalties. Owner reserves the right to subrogate against the Contractor, Subcontractors, and Sub-subcontractors to recover any and all monetary penalty or penalties associated with co-insurance if it is deemed that the Contractor, Subcontractors, and Sub-subcontractors are primarily responsible for the loss and subsequent damages to the Existing Structure regardless of if the Existing Structure is considered new construction; free standing, adjacent or connected to existing building(s) or structure(s).

4.05 ARTICLE A.3.1.2 – CONTRACTOR’S INSURANCE AND BONDS – DEDUCTIBLES AND SELF-INSURED RETENTIONS

A. Add the following to the end of subparagraph **§A.3.1.2**:

Contractor does not reserves the right to subrogate against the Owner to recover deductibles or retentions if it is deemed that the Contractor, Subcontractors, and Sub-subcontractors are primarily responsible for the loss and subsequent damages to building(s) and structure(s) considered new construction; free standing, adjacent or connected to existing building(s) or structure(s).

4.06 ARTICLE A.3.1.3 – CONTRACTOR’S INSURANCE AND BONDS – ADDITIONAL INSURED OBLIGATIONS

A. Delete subparagraph **§A.3.1.3** and replace it with the following:

§ A.3.1.3 To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s ongoing and completed operations.; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during ongoing and completed_operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability, builder’s risk, and property insurance policies and shall apply to both ongoing and completed operations. Any insurance maintained by Owner will be in excess of and not contribute with additional insured coverage provided by Contractor regardless of any "other insurance" clause. "Vertical exhaustion" shall apply when determining responsibility for coverage.

4.07 ARTICLE A.3.2.2 – CONTRACTOR’S INSURANCE AND BONDS – COMMERCIAL GENERAL LIABILITY

A. Add the following to subparagraph **§A.3.2.2.1** as follows:

5. the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.

B. Add the following to subparagraph **§A.3.2.2.2** as follows:

12. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

13. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;

14. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;

15. Claims for damages insured by usual personal injury liability coverage;

16. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property;

17. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

18. Claims involving contractual liability insurance applicable to the Contractor’s obligations

under Section 3.18;

19. Claims arising out of or relating to the use of Contractor's autos, trucks and other vehicles in connection with the Project; and

20. Claims arising from Contractor's professional services, if any.

4.08 ARTICLE A.3.3 – CONTRACTOR'S OTHER INSURANCE

A. Add the following subparagraph **§ A.3.3.3** as follows:

§ A.3.3.3 Insurance required of Subcontractors: All Subcontractors shall have insurance coverage up to the minimum amount required by law. The Owner and Architect assume no responsibility for Contractor's or Subcontractors' liabilities in the event that the limits set above are not adequate or coverage is not properly obtained by either of them

4.09 ARTICLE A.3.4 - PERFORMANCE BOND AND PAYMENT BOND

A. Add the following subparagraph **§ A.3.4.1**:

§ A.3.4.1: The Contractor shall furnish payment and performance bonds meeting the requirements of Section 779.14(1m)(c) of the Wisconsin Statutes.

B. Add the following subparagraph **§ A.3.4.2**:

§ A.3.4.2: The bond value requirements are as follows:

- a. Provide a 100 percent Performance Bond on AIA A312.
- b. Deliver bonds within 10 days after Contract is signed by both parties.

END OF DOCUMENT 00 73 00