



# COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON

## REQUEST FOR BIDS

Project Title:	Theresa Terrace Residential Demolition and Townhouse New Construction
RFB Identifier:	RFB 12081-0-2023-DJ
Address:	1309-11 & 1401-03 Theresa Ter, Madison WI 53711
SBE Goal:	20%
RFB Issue Date:	September 25, 2023
Project Tour:	2:00 pm on October 2, 2023 at Theresa Terrace
Construction Drawings Questions Due:	October 9, 2023
Addendum of Questions Posted:	October 16, 2023
Bid Bond or Certified Cashier Check Due to City Finance:	By October 20, 2023
Bid Package Submission Deadline:	2:00 p.m. on October 23, 2023
Bid Packages Opened:	After Bid Package Submission Deadline
Parties Notified:	October 27, 2023
CDA/MRCDC Board Approval:	November 9, 2023
SBE Pre-Bid Meeting:	Small Business Enterprise Pre-Bid Meetings are not being held in person. Contractors can schedule one-on-one phone calls with Contract Compliance Specialist Kirsten Donkle, Affirmative Action Division, at <a href="mailto:kdonkle@cityofmadison.com">kdonkle@cityofmadison.com</a> or 608-267-1127 to count towards good faith efforts.

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## Section I: BIDDING REQUIREMENTS

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### A. Invitation to Bid

The Community Development Authority of the City of Madison (the “CDA”) will receive electronic Bid Package submittals from general contractors to perform the Scope of Services defined herein (the “Project”) at the 1309-11 & 1401-03 Theresa Terrace, Madison, WI 53711 (the “Property”) until 2:00 p.m. on Monday, October 23, 2023. The Project involves work related to: building demolition, residential construction, site work, electrical work, plumbing work, and similar items.

#### **PROJECT DESCRIPTION:**

The Project will demolish two existing duplex residential structures upon two non-contiguous parcels (separated by one similarly sized residential parcel between them). The parcels together contain four total units on 0.47 acres (20,229 sf) located at 1309-11 & 1401-03 Theresa Terrace in the City of Madison. The CDA historically operated both duplexes as low-cost public housing, but the units have been vacant for several years and have been deemed functionally obsolete. The Project also includes construction of three (3) new single-family, three-bedroom, townhouse-style attached dwelling units on each parcel as a permitted use, with the six resulting units to be owned and operated by CDA’s nonprofit subsidiary, the Madison Revitalization and Community Development Corporation (MRCDC) as permanent affordable housing for low and moderate-income households. The CDA is the developer and project manager for this Project, and CDA staff shall enter into contracts and oversee all demolition and construction work on behalf of the MRCDC.

#### **PROJECT TIMELINE:**

The Scope of Services as described below and in the “Contract” should be substantially completed by October 31, 2024 (the “**Substantial Completion Date**”) or later with approved extensions. If the Scope of Services are revised during this “**Bid Process**”, then an addendum to the RFB will be posted on or before October 16, 2023 on Demand Star and Vendor Net, and the Substantial Completion Date may be changed and noted therein. Any questions relating to the RFB, the construction drawings and specifications (collectively defined as the “**Construction Drawings**”) or Bid Documents are due on or before October 9, 2023.

It is the Bidder’s responsibility to monitor Demand Star or Vendor Net during the Bidding Process for important updates or addendums. All Bidders will be asked to sign a sworn

affidavit with their Bid Package submittal relating to any addendums being incorporated into the Scope of Services.

**OBTAINING RFB:**

Electronic files of this Request for Bid (“RFB”) document may be obtained beginning September 25, 2023. The RFB will be available electronically on [www.demandstar.com](http://www.demandstar.com) and <https://vendornet.wi.gov/>.

**PRE-BID CONFERENCE/PROJECT TOUR:**

A pre-bid conference and project tour will be held on October 2, 2023 at 2:00 pm at the project sites, beginning with 1401-03 Theresa Terrace and continuing with the 1309-11 building. At this time questions regarding the RFB will be entertained. A tour of the Premises will immediately follow the pre-bid conference. All prospective bidders are strongly encouraged to attend.

**SBE PRE-BID MEETING:**

Small Business Enterprise Pre-Bid Meetings are not being held in person. Contractors can schedule one-on-one phone calls with Contract Compliance Specialist Kirsten Donkle, Affirmative Action Division, at [kdonkle@cityofmadison.com](mailto:kdonkle@cityofmadison.com) or 608-267-1127 to count toward good faith efforts.

**BID GUARANTY:**

Each Bidder must MAIL a surety company Bid Bond (see attached form) or a certified cashier’s check payable to the order of the Community Development Authority for a sum not less than five percent (5%) of the Bidder’s total Bid Amount in the Bid Form (the “**Bid Deposit**”) that will be held until a successful Bidder is notified.

Bidder’s Bid Bond or certified cashier’s check must be received by City Finance via mail or in-person at the below address on or before October 20, 2023.

City of Madison Finance Department  
c/o Brian Pittelli  
City-County Building  
210 Martin Luther King Jr. Blvd., Room 406  
Madison, WI 53703

If a Bidder is not chosen as the lowest “Successful Bidder” under this RFB, then your Bid Bond or certified cashier’s check will be destroyed by City Finance. The Successful Bidder’s Bid Bond or certified cashier’s check will be destroyed within forty-eight (48) hours

following the Successful Bidder's execution of the Contract and receipt of the Payment and Performance Bond, as required if the Bid Amount exceeds \$100,000.

**SOCIAL EQUITY CONTRACT REQUIREMENTS:**

The Community Development Authority strongly encourages Minority-Owned (MBEs) and Women-Owned Businesses (WBEs), social and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on CDA contracts.

**AFFIRMATIVE ACTION NOTICE:**

The CDA complies with all City of Madison's Affirmative Action Plan requirements. If the successful bidder (the "**Contractor**") employs 15 or more employees and does aggregate annual business with the City of Madison of \$50,000 or more for the calendar year in which the Contract takes effect, Contractor shall file, within thirty (30) days from the Contract Effective Date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan (<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: <http://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms>, or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910.

Contractor shall also allow maximum feasible opportunities to small business enterprises to compete for any subcontracts entered into pursuant to the Contract.

Job postings: If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of Madison of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at:

<https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program/raise-job>

**RIGHTS RESERVED:**

The CDA reserves the right to reject any or all Bid Package proposals, to waive any informalities in the CD's or Bid Process or to cancel in whole or in part this RFB if it is in the best interest of the CDA to do so.

The CDA intends to award a contract based on the lowest TOTAL base Bid Amount, and most competent and qualified Bidder in a single Contract for all Scope of Services work to be performed. Per the CDA's Financial Policies, a **competent bidder** is one who meets the following conditions:

1. Maintains a permanent place of business.
2. Provides a sworn statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently undercontract to complete.
3. Is bondable for the terms of the proposed contract, if required.
4. Has a record of satisfactorily completing past projects.
5. Established and diligently maintained a satisfactory affirmative action program in accordance with the contract provisions. (Adapted from State of Wisconsin Department of Administration Administrative Code Chapter ADM21)

Per the CDA's Financial Policies, a **qualified bidder** is one who 1) has completed one or more projects of similar size or value to the work being bid and 2) has access to all necessary equipment and has organizational capacity and technical competence necessary to enable performance of the work properly and expeditiously. (Adapted from State of Wisconsin Department of Administration Administrative Code Chapter ADM21).

#### **QUESTIONS:**

Administrative and technical questions regarding the RFB, Construction Drawings, Scope of Services, or other documents may be directed in writing to: Brian Pittelli in the City of Madison Finance department at [bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com).

#### **Interpretation or correction of Bid Documents:**

Should the Bidder find any discrepancies, omissions, ambiguities or conflicts during the examination of the Construction Drawings, this RFB and its attachments or after the visit to the Project site then the Bidder should email any questions to Brian Pittelli in the City of Madison Finance department at [bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com) no later than October 9, 2023.

The Architect and CDA will review any questions, and where information sought is not clearly indicated or specified, the City of Madison Finance Department will issue a clarifying Addendum to the RFB by October 16, 2023. Included in the Addendum will be a sworn affidavit form for the Bidder to sign acknowledging its receipt thereof, which will then need to be included in the Bidder's Bid Package submittal.

Neither the CDA nor the Architect will be responsible for any oral instructions, interpretations, corrections or changes additions to or deductions from the amount of work required under the Contract.

### **Section 3 COMPLIANCE:**

The CDA collaborates with the City of Madison, Dane County, and Dane County Housing Authority to implement a Section 3 program, which provides hiring and economic opportunities to low-and very low-income persons. The CDA gives priority to registered Section 3 business concerns, defined as:

1. Businesses that are 51% or more owned by Section 3 residents;
2. Business who permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

The selected contractor should complete the first draft of the Section 3 implementation plan before the pre-construction conference. CDA staff will review the implementation plan during the pre-construction conference. This plan form can be found in the Section 3 Guidebook, referenced below in the Resources section.

### **Business Concern Registration**

To register as a Section 3 business concern, complete the *Targeted Business Certification Program Application* and submit this application to the City of Madison Affirmative Action Division. A copy of this application follows. Once the application is approved, the business will be added to the City of Madison & Dane County Section 3 Business Directory. The HUD Section 3 Business Registry is also referenced below for informational purposes only.

- Section 3 Guidebook: <http://www.cityofmadison.com/civil-rights/documents/Section3guidebook.pdf>
- Section 3 Business Directory: <http://www.cityofmadison.com/civil-rights/documents/Section3Directory.pdf>
- HUD Section 3 Business Registry: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

### **Section 3 Contract Clauses**

All Section 3 covered contracts (contracts to direct recipients in excess of \$200,000, for Section 3 covered projects, and subcontracts excess of \$100,000) shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representatives of the contractor's commitments under this Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include Section 3 clause in every subcontract subject to compliance with regulation 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executive, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



## **SBE SMALL BUSINESS ENTERPRISE:**

### **1.1 Policy and Goal**

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

Please refer to the "REQUEST FOR BIDS" cover page for the goal for the utilization of SBEs on this project (20%). SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

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

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

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

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A

firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

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

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

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

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

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

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE

sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

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

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

## **1.2 Contract Compliance**

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

## **1.3 Certification of SBE by City of Madison**

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 1.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 1.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

[compliance/targeted-business-enterprise-programs/targeted-business-enterprise](#). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

#### **1.4 Small Business Enterprise Compliance Report**

##### **1.4.1 Good Faith Efforts**

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

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

#### **1.4.2 Reporting SBE Utilization and Good Faith Efforts**

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

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

1.4.2.1.1 **Cover Page**

1.4.2.1.2 **Summary Sheet**

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

1.4.2.2.1 **Cover Page**

1.4.2.2.2 **Summary Sheet**

1.4.2.2.3 **SBE Contact Report** (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

#### **1.5 Appeal Procedure**

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

#### **1.6 SBE Requirements After Award of the Contract**

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

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval

from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

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

### **1.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## **B. Instructions to Bid**

### **BID DOCUMENTS TO INCLUDE IN YOUR BID PACKAGE SUBMITTAL:**

All the following documents included in Section II hereof (collectively the "**Bid Documents**") must be completed, executed, notarized (where stated) and submitted with an electronic "**Bid Package**":

1. Bid Form\*
2. Bid Bond or a certified cashier's check for the Bid Deposit mailed separately per the above instructions.
3. Contractor Profile
4. Contractor References
5. Affidavit of Financial Resources
6. If an Addendum to the RFB is issued, the sworn affidavit therein will need to be signed and included in the Bid Package.
7. SBE Forms

\*The attached Bid Form must be filled out and executed by an authorized party within the firm that is presenting a Bid Amount or the person who signed the Affidavit of Financial Resources.

The guaranteed maximum Bid Amount (the "**Bid Amount**") shall include but is not limited to the following costs to perform the Scope of Services: all labor; permit fees (including building permit fees); parts; materials; tools; supplies; equipment; crane rental; demolition; mechanical, electrical and plumbing services; trash bin and disposal costs; rest room supplies; cleaning services; insurance costs; bonds; contingency, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract.

A Bid Amount breakdown by subcontractor also needs to be filled out in the Bid Form.

**BID PACKAGE SUBMITTAL PROCEDURE:**

A complete Bid Package (except for the Bid Deposit which is mailed per the above instructions) submitted for this Project must be sent electronically to Brian Pittelli in the City of Madison Finance Department at [bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com).

***Please note Brian has two "t's" and two "l's" in his name/email address.***

When submitting the Bid Package, it must be labeled in the subject line of the email to Brian Pittelli as follows:

**Bid Package RFB 12081-0-2023-DJ and then reference the Bidder's company name afterwards**

**BID PACKAGE SUBMITTAL DEADLINE:**

The submission deadline for the Bid Package is 2:00 p.m. on October 23, 2023. Thereafter, all Bid Packages will be emailed by Brian Pittelli to CDA staff for their review.

Bid Packages missing any Bid Documents or received after 2:00 p.m. may not be accepted by the CDA, in its sole discretion.

## **C. Scope of Services and Construction Drawings**

The Scope of Services that are outlined below, and in the below Construction Drawings will be attached to the Contract.

The attachments to the scope of services and contract are labelled as zipped/compressed folders and named as shown below:

### **1309-11 Theresa Ter - Bid Attachments.ZIP**

1. 1309-11: Site Plans
2. 1309-11: Civil Plans
3. 1309-11: Landscape Plans
4. 1309-11: Site Photometrics
5. 1309-11/1401-03: Lighting Plans (LED Wall Lights and Bollards)
6. 1309-11: Carport Structure Details
7. 1309-11: Erosion Control Permit

### **1401-03 Theresa Ter - Bid Attachments.ZIP**

8. 1401-03: Site Plans
9. 1401-03: Civil Plans
10. 1401-03: Landscape Plans
11. 1401-03: Site Photometrics
12. 1401-03: Carport Structure Details
13. 1401-03: Erosion Control Permit

Contractor (and its subcontractors where applicable) is to:

1. Perform work related to attached single-family residential construction, building demolition, site work, electrical work, plumbing work, and similar items on the Premises as outlined in the Construction Drawings that are attached to this RFB.
2. All contractors and subcontractors performing work in the public right-of-way are required to be prequalified with the City of Madison. Prequalification forms are available on the City's website at:  
<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified>



3. The CDA has obtained erosion control permits for each site. The contractor will be required to obtain city permits to excavate in the right of way and sidewalks; obtain sewer lateral plug permits; file a Reuse and Recycling Plan; and any other permits required by the City of Madison relating to the Scope of Services prior to commencing construction.
4. Contractor will communicate/coordinate work with the Architect and the CDA's designated staff representative(s).
5. Contractor shall follow all requirements outlined in the Construction Drawings, Specifications, and Contract prior to commencing construction.
6. Contractor will schedule a pre-construction meeting with the Architect, the CDA, the CDA's designated representative, and any subcontractors engaged by Contractor within ten days from the Contract's Effective Date. At this meeting, Contractor shall provide a construction schedule, submittal log, and schedule of values.
7. All hard keys provided to Contractor and its subcontractors shall not be provided to anyone not working on the Project. Contractor and their subcontractors need to return all keys within 5 business days of completion of the scope of work-otherwise Contractor will be charged a cost of \$50/key to replace.
8. In general, the normal working hours at the Property are Monday through Friday from 7:30 a.m. to 5:30 p.m. All shutdowns, tie-ins and various demolition activities producing substantial noise shall be performed during normal working hours, with any activities outside of said hours coordinated with CDA's representative.
9. Upon Substantial Completion of the work, Contractor shall furnish to the CDA the certificate of occupancy and all warranties and maintenance manuals.
10. Use of tobacco products on site is prohibited.

## **Construction Drawings**

See attached "Bid Attachments" ZIP folders containing PDF documents for all plans, specifications and other documents for both sites as noted above, numbered 1 through 13.

## **Desired Construction Specifications**

1. Energy Star New Construction Certified (See Appendix A) which generally produces a building that is more efficient than home that meet minimum code requirements.
2. Basements will be stubbed for plumbing for ease in future finishing.
3. Drain tile system and waterproofing at foundation.
4. LP SmartSide (or equivalent) siding and trim board.
5. Quality interior finishes (LVP flooring, solid surface or equivalent countertops, etc.)
6. Appliances include refrigerator, range, dishwasher, microhood, and washer and dryer.
7. Driveway, walks and carport structure included in base pricing.
8. Landscaping and installation of sod are included in base pricing.
9. Dwellings shall have separate water services, curb stops, lines and meters. The water service may be split in the terrace, with separate curb stops, lines and meters.
10. Upon development, a separate water service lateral and water meter will be required to serve each parcel. The water laterals shall be directly connected to the public water main with the shut-off valve located in the public right-of-way (per PSC 185.52 (2)).
11. Install fire sprinkler protection in accordance with NFPA 13D. Either a dedicated sprinkler system or a multi- purpose piping system domestic/fire are both acceptable.
12. Install a sump pump system for each unit with discharge to the NS swale in the backyard. The swale shall be maintained and located a minium of 15' from the foundations of the proposed buildings.

## **Section II: BID DOCUMENT FORMS**

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See the below forms on the following pages to include in your electronic\* Bid Package submittal

**A. Bid Form**

**B. Bid Bond Form\*** this needs to be mailed per the above instructions.

**C. Contractor Profile**

**D. Contractor References**

**E. Affidavit of Financial Resources**

**F. Sworn Affidavit Addendum to RFB, if applicable**

**G. SBE Compliance Report**

## **RFB # 12081-0-2023-DJ BID FORM**

THIS BID IS SUBMITTED ELECTRONICALLY TO:

City of Madison Finance Department

c/o Brian Pittelli

[bpittelli@cityofmadison.com](mailto:bpittelli@cityofmadison.com)

1. The Undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an agreement with the CDA in the form included in the Contract (which is a sample that will be tailored to this RFB), and to complete all Work as specified or indicated in the Scope of Services section in the Contract for the Contract Amount within the Contract Time.
2. BIDDER has examined and familiarized the Invitation to Bid, Instructions to Bid, the Scope of Services, Construction Drawings, Bid Documents, the sample Contract and any other associated forms and documents thereto; familiarized themselves with the local conditions affecting the cost of the work; familiarized themselves with the legal requirements (federal, state, and local laws, wage requirements, ordinances, rules, and regulations) that they have made such independent investigations as they deem necessary; and that they have satisfied themselves to all conditions affecting cost, progress, or performance of the Scope of Services.
3. BIDDER will upon the CDA's acceptance of this Bid will: execute the Contract, furnish the required insurance certificate and send a Performance and Payment Bond to the CDA, all within 10 days after the award of the Contract.
4. BIDDER agrees to include in its below Bid Amount all costs to complete the Scope of Services, which includes but is not limited to: all labor; permit; parts; materials; tools; supplies; equipment; crane rental; demolition; mechanical, electrical and plumbing services; trash bin and disposal costs; rest room supplies; cleaning services; insurance costs; bonds; contingency, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract for the guaranteed maximum lump sum price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "**Bid Amount**"). The Bid Amount will become the Contract Amount in the Contract if the Bidder is awarded this Project. Please note the CDA is a tax-exempt entity.

**CONTINUED ON THE NEXT PAGE**

## Theresa Terrace RFB 12081-0-2023-DJ Bid Form Page 2

A breakdown of Bidder's Bid Amount is as follows (please print clearly):

	Subcontractor(s)	Dollar Amount
1. General Construction		
2. Building Demolition		
3. Sitework/Civil		
4. Plumbing		
5. Electrical		

TOTAL BID AMOUNT \$ \_\_\_\_\_

5. The BIDDER's estimated Substantial Completion Date for the Scope of Services work is \_\_\_\_\_ weeks from the Contract Effective Date. The CDA's Substantial Completion Date is on or before October 31, 2024.

6. The BIDDER's parts and labor warranty to correct any Work described in the Construction Drawings is \_\_\_\_ years from the Substantial Completion Date.

7. BIDDER \_\_\_\_\_ (include on line-is/is not) a prequalified contractor with the City of Madison's Engineering department.

8. BIDDER \_\_\_\_\_ (include on line-does or does not) need an Affirmative Action Plan as described in Section 13 of the Contract.

Contractor Name/Entity Registered with the State of Wisconsin:

\_\_\_\_\_

Contractor Signature\*: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_

\*This individual is authorized to sign on behalf of the Entity bidding on this Project, and is the individual noted in the Affidavit of Financial Resources.

## **BID BOND**

KNOW ALL PARTIES BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the Community Development Authority of the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of \_\_\_\_\_ Thousand and \_\_\_\_\_ Hundred Dollars (\$ \_\_\_\_\_) (the "Obligation"), which represents five per cent (5%) of the total Bid Amount by the Principal, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The conditions of this Obligation are such that, whereas the Principal has submitted to the Obligee a certain Bid-attached hereto (the "Bid Form") and hereby made a part hereof, to enter into a Contract in writing for the general contractor work related to the disconnection of the mechanical, electrical and plumbing systems tied to the adjacent North Building that will be demolished via a separate contract, and other related services as further described in the following request for bid number: **RFB 12081-0-2023-DJ (the "RFB")**.

1. If said Bid Amount is rejected by the Obligee, then this Obligation shall be void.
2. If said Bid Amount is accepted by the Obligee, the Principal shall execute and deliver a Contract in the form specified by the Obligee in the Bid RFB Packet (properly completed in accordance with said Bid), and shall furnish a Payment and Performance Bond for his/her faithful performance of said Contract, and for the payment of all persons performing labor and furnishing equipment/materials in connection therewith, and shall in all other respects perform the Scope of Services created by the acceptance of said Bid Amount, then this Obligation shall be void.

If said Bid Amount is accepted by the Obligee and the Principal shall fail to execute and deliver the Contract and deliver the Payment and Performance Bond executed by this Surety, or other Surety approved by the Obligee, all within the time specified in the RFB or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the Obligation sum mentioned above; it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this Obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

**SIGNATURES FOLLOW ON THE NEXT PAGE**

**RFB 12081-0-2023-DJ**

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

**Seal    PRINCIPAL**

Name of Principal

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**Seal    SURETY**

Name of Surety

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. \_\_\_\_\_ for the year 2023, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP                      Telephone

**NOTE TO SURETY & PRINCIPAL**

The Bid Amount submitted, which this bond guarantees shall be rejected if the following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.





## **CONTRACTOR PROFILE: REFERENCES**

Complete this form if your company has not completed work of similar type and size with the Community Development Authority of the City of Madison in the previous three calendar years.

List four (4) projects in which you, or your firm has/had:

1. Similar involvement (prime contractor, subcontractor)
2. Similar in nature (roofing, paving, construction, etc.)
3. Similar in scope (amount of work, dollar value, complexity, etc.)
4. Completed in the last 5 calendar years

<b>Project Name</b>	<b>Project Address</b>	<b>Project Owner</b>	<b>Owner Phone Number</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			



**CONTRACT NO. 12081-0-2023-DJ**

**SMALL BUSINESS ENTERPRISE COMPLIANCE REPORT**

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

**Cover Sheet**

**Prime Bidder Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

**Prime Bidder Certification**

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

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

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

\_\_\_\_\_  
Date

**CONTRACT NO. 12081-0-2023-DJ**

**SMALL BUSINESS ENTERPRISE COMPLIANCE REPORT**

**Summary Sheet**

**SBE Subcontractors Who Are NOT Suppliers**

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		%

**SBE Subcontractors Who Are Suppliers**

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b> _____ % x 0.6 = _____ % (discounted to 60%)		

**Total Percentage of SBE Utilization:** \_\_\_\_\_ %.

**CONTRACT NO. 12081-0-2023-DJ**

**SMALL BUSINESS ENTERPRISE COMPLIANCE REPORT**

**SBE Contact Report**

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

**SBE Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes     No

3. Did this SBE submit a bid?     Yes     No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes     No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

- The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

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- The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

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- The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

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- A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

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- Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

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6. Describe any other good faith efforts:

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### **Section III: CONTRACTING REQUIREMENTS**

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If the Bidder is selected by the CDA for this Project, then within ten days of the award of the Project it will need to fill out and return the CDA Contract, a certificate of insurance per the below terms, and provide a Performance and Payment Bond.

See the attached sample Contract on the next page that will be tailored to the Bid.

As noted in the Contract, Bidder/Contractor will need to comply with the insurance requirements outlined in this section.

THIS IS A SAMPLE CONTRACT SUBJECT TO CHANGE

CONTRACT FOR PURCHASE OF SERVICES

between the Madison Revitalization Community Development Corporation and \_\_\_\_\_.

1. **PARTIES.**

This is a "Contract" between the Madison Revitalization Community Development Corporation, a Wisconsin non-stock corporation, hereafter referred to as the "MRCDC", and \_\_\_\_\_; hereafter referred to as "Contractor".

The Contractor is a:  Corporation  Limited Liability Company  General Partnership  LLP  
(to be completed by Contractor)  Sole Proprietor  Unincorporated Association  Other: \_\_\_\_\_

2. **PURPOSE.**

3. The purpose of this Contract is for the Contractor to perform general contractor work related to the Scope of Services, as set forth in Section 3, at 1309-11 and 1401-03 Theresa Ter, Madison WI (the "Property").

4. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

- 1. 1309-11: Site Plans
- 2. 1309-11: Civil Plans
- 3. 1309-11: Landscape Plans
- 4. 1309-11: Site Photometrics
- 5. 1309-11/1401-03: Lighting Plans (LED Wall Lights and Bollards)
- 6. 1309-11: Carport Structure Details
- 7. 1309-11: Erosion Control Permit
  
- 8. 1401-03: Site Plans
- 9. 1401-03: Civil Plans
- 10. 1401-03: Landscape Plans
- 11. 1401-03: Site Photometrics
- 12. 1401-03: Carport Structure Details
- 13. 1401-03: Erosion Control Permit

Contractor shall invoice the MRCDC monthly per Section 24 of the Contract for the Scope of Services completed in said calendar month and submit a partial lien waiver therewith. Per Section 8.C, Contractor shall also submit progress reports with each invoice.

The MRCDC will retain ten percent of the Contract Amount until substantial completion of the Scope of Services occurs, and the MRCDC approves it in writing; then Contractor may send the MRCDC a final invoice and final lien waiver.

In the case of any conflict between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

5. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the MRCDC (the "Effective Date"), unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall Work commence before execution by the MRCDC and notice per Section 8 below. The Scope of Services shall be completed no later than October 31, 2024 (the "Contract Time") unless both parties agree to amend the Contract per the terms of Section 9.

6. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

7. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without MRCDC's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. **DESIGNATED REPRESENTATIVE.**

A. Contractor designates \_\_\_\_\_ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.

B. In the event of the death, disability, removal or resignation of the person designated above as the Contract



agent, the MR CDC may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

- C. MR CDC designates Lutheran Social Services of Wisconsin & Upper Michigan, Inc., as the acting managing agent, hereafter referred to as the "Agent", for the purposes of overseeing the Scope of Services. Any duties of MR CDC stated herein may be assigned to the Agent.

9. **PROSECUTION AND PROGRESS.**

- A. The Scope of Services under this Agreement shall commence upon written order from the Agent to the Contractor. This order will constitute authorization to proceed, unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

- B. The Contractor shall complete the Scope of Services under this Agreement within the Contract Time for completion specified Section 4 including any amendments.

The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the Agent in the event of a delay attributable to the MR CDC, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the Contract Time for completion of the Work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the MR CDC, the Contractor shall notify the Agent for MR CDC as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the Work.

- C. Scope of Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the Work.

- D. Progress reports documenting the extent of completed Scope of Services shall be prepared by the Contractor and submitted to the Agent for MR CDC with each invoice under Section 24 of this Agreement, and at such other times as the Agent may specify.

- E. The Contractor shall notify the Agent for MR CDC in writing when the Contractor has determined that the Scope of Services under this Agreement have been completed or "Substantial Completion". Thereafter the Agent for MR CDC shall review the Work and notify the Contractor in writing if it believes the Scope of Services are complete and are acceptable. If not, the Agent shall produce a written punch list for the Contractor to complete in order to obtain Substantial Completion of the Scope of Services. When the Agent determines that the Scope of Services are complete after its review of the punch list, the MR CDC will provide written notification to the Contractor, acknowledging formal acceptance of the completed Scope of Services.

10. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. **EXTRA SERVICES.**

The Agent may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the Scope of Services called for in Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract Amount, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

12. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the MR CDC or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by MR CDC or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. **NON-DISCRIMINATION.**

In the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

14. **AFFIRMATIVE ACTION.**

By policy, the MR CDC has opted to require contractors to comply with the Affirmative Action and Workforce utilization requirements of the City of Madison. Under this Agreement, Contractor shall comply with the following:

**A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)**

The Contractor agrees that, within thirty (30) days after the Effective Date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

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

The Contractor further agrees that, for at least twelve (12) months after the Effective Date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Section 13.A.) at the time the Request for Exemption in 13.B. (2) is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:**

**The below "ARTICLES OF AGREEMENT" apply to all contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

- (1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, Sec. 13.B. (5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.
- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9) (a) 2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the Effective Date of this Contract.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the Contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2020.**
- (4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action Plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the Effective Date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the Effective Date and prior to release of payment by the City.
- (5) Articles of Agreement:

**ARTICLES OF AGREEMENT**

ARTICLE I

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

ARTICLE II

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

#### ARTICLE III

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

#### ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the Contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the Effective Date of this Contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.

#### ARTICLE V

(This Article applies only to public works contracts.)

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

#### ARTICLE VIII

(This Article applies to public works contracts only.)

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

#### ARTICLE IX

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

15. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

16. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE MR CDC:

City of Madison Office of Real Estate Service  
c/o Dan Johns, AICP  
Housing Development Specialist  
215 Martin Luther King Jr Blvd, Third Floor  
Madison, WI 53703  
djohns@cityofmadison.com

FOR THE CONTRACTOR:

17. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the MR CDC or Agent, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the MR CDC.

**Contractor shall provide its taxpayer identification number (or social security number) to the Agent for MR CDC.**

The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

18. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the MR CDC; Contractor waives all claims to benefit of such goodwill.

19. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

20. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the Agent including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the MR CDC's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all Work under this Contract, in order to be available for audit by the MR CDC or its designee.

21. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

22. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations, which in any manner affect the services or conduct of the Contractor and its agents and employees.

23. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the MR CDC for any services included under the provisions of this Agreement.

24. **COMPENSATION/ CONTRACT AMOUNT.**

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed XXX (the "Contract Amount"). This Contract Amount includes all parts, materials and labor required to perform the Scope of Services.

25. **BASIS FOR PAYMENT.**

A. GENERAL

- (1) The MRCDC will pay the Contractor for the completed and accepted Scope of Services rendered under this Contract on the basis and at the Contract Amount set forth in Section 23 of this Contract.

The MRCDC will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedures established in B of this Section. The rate of payment for "extra services" shall be the rate established between the parties in a change order then Amendment to the Contract. Such "extra services" payment shall be full compensation for the change order services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the "extra services".

- (2) The Contractor shall submit invoices, on the form or format approved by the MRCDC, specified in the Scope of Services, Section 3 of this Contract. The MRCDC will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the MRCDC within three months of Substantial Completion of the Scope of Services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as MRCDC acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the MRCDC of the Scope of Services under the Agreement and upon receipt by the MRCDC of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The MRCDC has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the MRCDC determines the Contractor owes the MRCDC, whether arising under this Agreement or under any other Agreement or otherwise. Per Section 3, the MRCDC will retain ten percent of the Contract Amount until Substantial Completion of the Scope of Services occurs.
- (7) Compensation in excess of the total Contract Amount will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The MRCDC will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the MRCDC, using the procedure set forth in Section 15, NOTICES.
- (2) The MRCDC may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the Agent for MRCDC, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The Agent for MRCDC shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the MRCDC in writing.

26. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the MRCDC may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof or to cure the default on its own at the expense of the Contractor, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A. above, the MRCDC may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the MRCDC will pay for all work completed by the Contractor and accepted by the MRCDC.

- C. A Payment and Performance Bond in the Contract Amount that is required under this Contract, may be redeemed by the MRCDC if any default is not cured per the terms of this Contract.

27. **INDEMNIFICATION.**

Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the MRCDC, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the MRCDC or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or subcontractor's negligent acts, errors or omissions, in the performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

28. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence Work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the MRCDC, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the MRCDC, Community Development Authority of the City of Madison, and the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's Work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the Scope of Services have been accepted by the Agent on behalf of MRCDC.

Umbrella Insurance

The Contractor shall procure and maintain during the life of this Contract Umbrella Liability insurance at least as broad as the underlying CGL, Automobile and Employers Liability in an amount not less than \$2,000,000.

- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

- C. Proof of Insurance, Approval. The Contractor shall provide the Agent for MRCDC with certificate(s) of insurance from Insurers showing the type, amount, effective dates, and expiration dates of required policies as a prerequisite for the Agent for MRCDC to execute the Contract. Contractor shall provide the certificate(s) to the Agent's representative. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the Agent of MRCDC for approval. Certificate Holder language should be listed as follows:

The MRCDC, and their respective officers, officials, agents and employees  
ATTN: Risk Management, Room 406  
210 Martin Luther  
King, Jr. Blvd.  
Madison, WI  
53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the Agent for MRCDC. The Contractor and/or Insurer shall give the Agent thirty (30) days advance written

notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

The original drawings and specifications, renderings, models, scale details, approved copies of shop drawings, record drawings and other such electronically stored documents prepared by the Contractor pursuant to this Contract shall become the property of the MRCDC on completion and acceptance of the Contractor's Work, or upon termination of the Contract, and shall be delivered to the Agent for the MRCDC.

Documents prepared under this Contract may be distributed by the Agent for informational purposes without additional compensation to the Contractor.

Specifications and isolated, detail drawings inherent to the Contractual design of the project, whether provided by the Agent for MRCDC or generated by the Contractor, shall be available for future use by the parties to this Contract and other parties, each at their own risk.

If design and documentation has been completed using automated or computerized techniques, the Contractor shall provide a copy of project documents upon request in a format approved by the Agent.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of Work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any MRCDC work site and vehicles used to perform any Work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**SIGNATURES FOLLOW ON THE NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**CONTRACTOR**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

Date: \_\_\_\_\_

**MADISON REVITALIZATION COMMUNITY DEVELOPMENT CORPORATION**  
a body corporate & public

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



## **INSURANCE REQUIREMENTS/CERTIFICATE OF INSURANCE**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contract shall not commence work under the Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City of Madison Risk Manager.

### **Commercial General Liability**

The Contractor shall procure and maintain during the life of the Contract, Commercial General Liability (CGL) insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City of Madison Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall apply on a primary and non-contributory basis, and list the Community Development Authority of the City of Madison (CDA), its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under the Contract (if any) to procure and maintain insurance matting the above criteria, applying on a primary basis and listing the CDA, its officers, officials, agents and employees as additional insureds.

### **Automobile Liability**

The Contractor shall procure and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under the Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

### **Workers Compensation**

The Contractor shall procure and maintain during the life of the Contract statutory Workers' Compensation insurance and required by the State of Wisconsin. The Contractor shall also carry Employee Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under the Contract (if any) to procure and maintain such insurance, covering each subcontractor.

### **Umbrella Insurance**

The Contractor shall procure and maintain during the life of the Contract Umbrella Liability insurance at least as broad as the underlying CGL, Automobile and Employers Liability in an amount not less than \$2,000,000.

### **Acceptability of Insurers**

The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

### **Proof of Insurance, Approval**

The Contractor shall provide the CDA contracting officer with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under the Contract. Contractor shall provide the certificates(s) to the CDA Contracting Officer upon execution of the contract, or sooner, for approval by the City of Madison Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City of Madison Risk Manager.

The Contractor and/or Insurer shall give the CDA thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of the Contract.

**PAYMENT AND PERFORMANCE BOND**

KNOW ALL PARTIES BY THESE PRESENT, that we \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
Company of \_\_\_\_\_ as surety, are held and firmly bound unto the  
Community Development Authority of the City of Madison, Wisconsin, in the sum of \_\_\_\_\_ (\$  
\_\_\_\_\_) Dollars, lawful money of the United States, for the payment of which sum to the  
Community Development Authority of the City of Madison, we hereby bind ourselves and our respective  
executors and administrators firmly by these present.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform  
all of the terms of the attached Contract related to RFB number 12081-0-2023-DJ entered into between The  
\_\_\_\_\_ and the Community Development Authority of the City of Madison for the general  
contractor work related to the Theresa Terrace Demolition and New Townhouse Construction (the "Work")  
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution  
of said Work, and save the Community Development Authority of the City of Madison harmless from all  
claims for damages because of negligence in the prosecution of said Work, and shall save harmless the  
said Community Development Authority of the City of Madison from all claims for compensation (under  
Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be  
void, otherwise of full force, virtue and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

Countersigned

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Secretary

Approved as to form

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Seal

Salary Employee  Commission

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
License Number \_\_\_\_\_ for the year 2023, and appointed as attorney-in-fact with  
authority to execute this Payment and Performance Bond, which power of attorney has not been  
revoked.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature



## National Program Requirements, Version 3.1 (Rev. 12)

- **Eligibility Requirements**

Site-built or modular <sup>1</sup> Dwellings <sup>2</sup> (e.g., single-family homes and duplexes) and Townhouses <sup>3</sup> are eligible to participate in the ENERGY STAR Single-Family New Homes (SFNH) program.

Dwelling Units in certain low-rise multifamily buildings are also eligible to participate in the ENERGY STAR SFNH program if permitted prior to July 1, 2021. See Footnote 4 for details. <sup>4</sup>

While primarily intended for new construction, existing homes (e.g., undergoing a gut rehabilitation) are also eligible to participate in the ENERGY STAR SFNH program, with guidance available at: [www.energystar.gov/GutRehabGuidance](http://www.energystar.gov/GutRehabGuidance).

For information about other ENERGY STAR residential new construction programs, visit [www.energystar.gov/newhomesrequirements](http://www.energystar.gov/newhomesrequirements). Note that compliance with these requirements is not intended to imply compliance with all local code requirements. <sup>5</sup>

- **Partnership, Training, and Credentialing Requirements**

The following requirements must be met prior to certifying homes:

- Builders are required to sign an ENERGY STAR Partnership Agreement and complete the online Version 3 Builder Orientation, which can be found at [www.energystar.gov/homesPA](http://www.energystar.gov/homesPA).
- HVAC installing contractors are required to be credentialed by an EPA-recognized HVAC Quality Installation Training and Oversight Organization (H-QUITO) for homes certified using Track B in Exhibit 2. An explanation of this process can be found at [www.energystar.gov/newhomesHVAC](http://www.energystar.gov/newhomesHVAC).
- Energy Rating Companies (e.g., rater companies and Providers <sup>6</sup>) are required to sign an ENERGY STAR Partnership Agreement, which can be found at [www.energystar.gov/homesPA](http://www.energystar.gov/homesPA), and operate under a Home Certification Organization (HCO). <sup>7</sup> Learn more and find a current list of HCOs at [www.energystar.gov/hco](http://www.energystar.gov/hco).
- Raters <sup>8</sup> are required to complete EPA-recognized training, which can be found at [www.energystar.gov/newhomestraining](http://www.energystar.gov/newhomestraining).
- **ENERGY STAR Certification Process**
  1. The certification process provides flexibility to select a custom combination of measures for each home that is equivalent in performance to the minimum requirements of the ENERGY STAR Reference Design Home, Exhibit 1, as assessed through energy modeling. An EPA-recognized HCO's Approved Software Rating Tool shall automatically determine the ENERGY STAR ERI Target, which is the highest ERI value that each rated home may achieve to earn the ENERGY STAR. <sup>9</sup>
  2. Using the same software program, configure the preferred set of efficiency measures for the home to be certified and verify that the resulting ERI meets or exceeds the ENERGY STAR ERI Target, as determined in Step 1.

Note that, regardless of the measures selected, the Mandatory Requirements for All Certified Homes in Exhibit 2 are also required and impose certain constraints on the efficiency measures selected (e.g., insulation levels, insulation installation quality, window performance, duct leakage). Furthermore, on-site power generation may not be used to meet the ENERGY STAR ERI Target.

3. Construct the home using the measures selected in Step 2 and the Mandatory Requirements for All Certified Homes, Exhibit 2.
4. Using a Rater, verify that all requirements have been met in accordance with the Mandatory Requirements for All Certified Homes and with the inspection procedures for minimum rated features in ANSI / RESNET / ICC 301, Appendix B. <sup>8,10</sup> For modular homes, a Rater must verify any requirement in the plant not able to be verified on-site because a feature will be concealed prior to shipment. Finally, submit the home to the HCO for final certification and follow the HCO's certification and oversight procedures (e.g., quality assurance, recordkeeping, and reporting). The Rater is required to keep electronic or hard copies of the completed and signed National Rater checklists and either an HVAC design report compliant with ANSI / RESNET / ACCA / ICC 310, and the National HVAC Design Supplement to Std. 310 for Dwellings & Units, for homes using Track A, or the National HVAC Design Report for homes using Track B.

The Rater must review all items on the National Rater checklists. Raters are expected to use their experience and discretion to verify that the overall intent of each inspection checklist item has been met (i.e., identifying major defects that undermine the intent of the checklist item versus identifying minor defects that the Rater may deem acceptable).

In the event that a Rater finds an item that is inconsistent with the intent of the checklists, the home cannot earn the ENERGY STAR until the item is corrected. If correction of the item is not possible, the home cannot earn the ENERGY STAR. In the event that an item on a National Rater checklist cannot be inspected by the Rater, the home also cannot earn the ENERGY STAR. The only exceptions to this rule are in the Thermal Enclosure System Section of the National Rater Field Checklist, where the builder may assume responsibility for verifying a maximum of eight items. This option shall only be used at the discretion of the Rater. When exercised, the builder's responsibility will be formally acknowledged by the builder signing the checklist for the item(s) that they verified.

In the event that a Rater is not able to determine whether an item is consistent with the intent (e.g., an alternative method of meeting a checklist requirement has been proposed), then the Rater shall consult their Provider. If the Provider also cannot make this determination, then the Rater or Provider shall report the issue to EPA prior to project completion at: [energystarhomes@energystar.gov](mailto:energystarhomes@energystar.gov) and will receive an initial response within 5 business days. If EPA believes the current program requirements are sufficiently clear to determine whether the intent has been met, then this guidance will be provided to the partner and enforced beginning with the house in question. In contrast, if EPA believes the program requirements require revisions to make the intent clear, then this guidance will be provided to the partner but only enforced for homes permitted after a specified transition period after the release of the revised program requirements, typically 60 days in length.

This will allow EPA to make formal policy decisions as partner questions arise and to disseminate these policy decisions through the [Policy Record](#) and the periodic release of revised program documents to ensure consistent application of the program requirements.



**Exhibit 1: ENERGY STAR Reference Design Home <sup>11</sup>**

The ENERGY STAR Reference Design Home is the set of efficiency features modeled to determine the ENERGY STAR ERI Target for each home pursuing certification. Therefore, while the features below are not mandatory, if they are not used then other measures will be needed to achieve the ENERGY STAR ERI Target. In addition, note that the Mandatory Requirements for All Certified Homes, Exhibit 2, contain additional requirements such as total duct leakage limits, minimum allowed insulation levels, and minimum allowed fenestration performance. Therefore, EPA recommends that partners review the documents in Exhibit 2 prior to selecting measures.

Hot Climates (2012 IECC Zones 1,2,3) <sup>12</sup>	Mixed and Cold Climates (2012 IECC Zones 4,5,6,7,8) <sup>12</sup>					
<b>Cooling Equipment (Where Provided)</b>						
<ul style="list-style-type: none"> <li>Cooling equipment modeled at the applicable efficiency levels below:</li> </ul>						
<ul style="list-style-type: none"> <li>15 SEER / 12 EER AC,</li> <li>Heat pump (See Heating Equipment)</li> </ul>	<ul style="list-style-type: none"> <li>13 SEER AC,</li> <li>Heat pump (See Heating Equipment)</li> </ul>					
<b>Heating Equipment</b>						
<ul style="list-style-type: none"> <li>Heating equipment modeled at the applicable efficiency levels below, dependent on fuel and system type:</li> </ul>						
<ul style="list-style-type: none"> <li>80 AFUE gas furnace,</li> <li>80 AFUE oil furnace,</li> <li>80 AFUE boiler,</li> <li>8.2 HSPF / 15 SEER / 12 EER air-source heat pump with electric or dual-fuel backup</li> </ul>	<ul style="list-style-type: none"> <li>95 AFUE ENERGY STAR gas furnace,</li> <li>85 AFUE ENERGY STAR oil furnace,</li> <li>90 AFUE ENERGY STAR gas boiler,</li> <li>86 AFUE ENERGY STAR oil boiler,</li> <li>Heat pump, with efficiency as follows:                             <ul style="list-style-type: none"> <li>CZ 4: 8.5 HSPF / 15 SEER / 12 EER air-source w/ electric or dual-fuel backup,</li> <li>CZ 5: 9.25 HSPF / 15 SEER / 12 EER air-source w/ electric or dual-fuel backup,</li> <li>CZ 6: 9.5 HSPF / 15 SEER / 12 EER air-source w/ electric or dual-fuel backup,</li> <li>CZ 7-8: 3.6 COP / 17.1 EER ground-source w/ electric or dual-fuel backup</li> </ul> </li> </ul>					
<b>Envelope, Windows, &amp; Doors</b>						
<ul style="list-style-type: none"> <li>Insulation levels modeled to 2012 IECC levels and Grade I installation per ANSI / RESNET / ICC 301.</li> <li>Infiltration rates modeled as follows:</li> </ul>						
4 ACH50 in CZs 1,2		3 ACH50 in CZs 3,4,5,6,7,8				
<ul style="list-style-type: none"> <li>ENERGY STAR windows and doors modeled, as illustrated below:</li> </ul>						
Window U-Value:	0.40 in CZs 1,2	0.30 in CZ 3	0.30 in CZ 4	0.27 in CZs 5,6,7,8		
Window SHGC:	0.25 in CZs 1,2	0.25 in CZ 3	0.40 in CZ 4	Any in CZs 5,6,7,8		
Door U-Value:	Opaque: 0.17	≤½ lite: 0.25	>½ lite: 0.30			
Door SHGC:	Opaque: Any	≤½ lite: 0.25	>½ lite: 0.25 in CZs 1,2,3; 0.40 in CZs 4,5,6,7,8			
<b>Water Heater</b>						
<ul style="list-style-type: none"> <li>DHW equipment modeled with the following efficiency levels as applicable:</li> </ul>						
Gas:	30 Gal = 0.63 EF	40 Gal = 0.61 EF	50 Gal = 0.59 EF	60 Gal = 0.57 EF	70 Gal = 0.55 EF	80 Gal = 0.53 EF
Electric:	30 Gal = 0.94 EF	40 Gal = 0.93 EF	50 Gal = 0.92 EF	60 Gal = 0.91 EF	70 Gal = 0.90 EF	80 Gal = 0.89 EF
Oil:	30 Gal = 0.55 EF	40 Gal = 0.53 EF	50 Gal = 0.51 EF	60 Gal = 0.49 EF	70 Gal = 0.47 EF	80 Gal = 0.45 EF
<b>Thermostat &amp; Ductwork</b>						
<ul style="list-style-type: none"> <li>Programmable thermostat modeled.</li> <li>All ducts and air handlers modeled within conditioned space.</li> </ul>						
<b>Lighting &amp; Appliances</b>						
<ul style="list-style-type: none"> <li>ENERGY STAR refrigerators, dishwashers, and ceiling fans modeled.</li> <li>ENERGY STAR light bulbs modeled in 90% of ANSI / RESNET / ICC 301-defined Qualifying Light Fixture Locations.</li> </ul>						



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Two tracks are provided for satisfying the mandatory requirements for all certified homes, Exhibit 2. Track A - HVAC Grading utilizes ANSI / RESNET / ACCA / ICC 310 <sup>13</sup>, a standard for grading the installation of HVAC systems. Track B - HVAC Credential utilizes an HVAC contractor credentialed by an EPA-recognized H-QUITO. Either track may be selected, but all requirements within that track must be satisfied for the home to be certified.

**Exhibit 2: Mandatory Requirements for All Certified Homes**

Party Responsible	Mandatory Requirements
<b>Requirements Applicable to Track A &amp; B</b>	
<b>Rater</b>	<ul style="list-style-type: none"> <li>Completion of SFNH National Rater Design Review Checklist, Version 3 / 3.1 / 3.2</li> <li>Completion of SFNH National Rater Field Checklist, Version 3 / 3.1 / 3.2</li> </ul>
<b>Builder</b>	<ul style="list-style-type: none"> <li>Completion of SFNH National Water Mgmt. System Builder Reqs., Version 3 / 3.1 / 3.2</li> </ul>
<b>Requirements Only Applicable to Track A - HVAC Grading <sup>13</sup></b>	
<b>HVAC System Designer</b>	<ul style="list-style-type: none"> <li>Completion of an HVAC design report compliant with ANSI / RESNET / ACCA / ICC 310, plus the SFNH / MFNC National HVAC Design Supplement to Std. 310 for Dwellings &amp; Units, All Versions.</li> </ul>
<b>HVAC Installing Contractor</b>	<ul style="list-style-type: none"> <li>None. While the HVAC contractor plays a critical role in properly installing and commissioning a system, the Rater is the party responsible for assessing its installation quality in accordance with ANSI / RESNET / ACCA / ICC 310.</li> </ul>
<b>Requirements Only Applicable to Track B - HVAC Credential</b>	
<b>HVAC System Designer</b>	<ul style="list-style-type: none"> <li>Completion of SFNH National HVAC Design Report, Version 3 / 3.1 / 3.2</li> </ul>
<b>HVAC Installing Contractor</b>	<ul style="list-style-type: none"> <li>Completion of SFNH National HVAC Commissioning Checklist, Version 3 / 3.1 / 3.2</li> </ul>

• **Effective Date**

To determine the program Version and Revision that a home is required to be certified under, look up the location and permit date of the home in Exhibit 3. Program requirements for other locations can be found at [www.energystar.gov/newhomesrequirements](http://www.energystar.gov/newhomesrequirements).

This Exhibit contains all implementation timelines applicable on or after October 1, 2020. Implementation timelines applicable prior to this date can be obtained by contacting [energystarhomes@energystar.gov](mailto:energystarhomes@energystar.gov).

**Exhibit 3: ENERGY STAR Single-Family New Homes Implementation Timeline**

State / Territory	Homes Permitted <sup>14</sup> On or After This Date Must Meet the Adjacent Version & Revision	Version	Revision <sup>15</sup>
CT, DC, DE, IA, IL, MA, MD, MI, MN, MT, NJ, NV, NY, RI, TX, VT	10-01-2020	National v3.1	Rev. 10
	01-01-2022	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12
PA	10-01-2020	National v3	Rev. 10
	04-01-2021	National v3.1	Rev. 10
	01-01-2022	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12
NE	10-01-2020	National v3	Rev. 10
	07-01-2021	National v3.1	Rev. 10
	01-01-2022	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12
GA, NM, UT	10-01-2020	National v3	Rev. 10
	01-01-2022	National v3	Rev. 11
	07-01-2022	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12
ME	10-01-2020	National v3	Rev. 10
	01-01-2022	National v3	Rev. 11
	10-01-2022	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12



**Exhibit 3: ENERGY STAR Single-Family New Homes Implementation Timeline (cont.)**

State / Territory	Homes Permitted <sup>14</sup> On or After This Date Must Meet the Adjacent Version & Revision	Version	Revision <sup>15</sup>
AL, AK, AZ, AR, CO, IN, ID, KS, KY, LA, MS, MO, NH, NC, ND, OH, OK, SC, SD, TN, VA, WV, WI, WY	10-01-2020	National v3	Rev. 10
	01-01-2022	National v3	Rev. 11
	01-01-2023	National v3.1	Rev. 11
	01-01-2024	National v3.1	Rev. 12

**Footnotes:**

1. A modular home is a prefabricated home that is made of multiple modules or sections that are manufactured and substantially assembled in a manufacturing plant. These pre-built sections are transported to the building site and constructed by a builder to meet all applicable building codes for site-built homes.
2. A Dwelling, as defined by ANSI / RESNET / ICC 301, is any building that contains one or two Dwelling Units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. ANSI / RESNET / ICC 301 defines a Dwelling Unit as a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
3. A Townhouse, as defined by ANSI / RESNET / ICC 301, is a single-family Dwelling Unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides. Townhouses are also eligible to participate in the ENERGY STAR Multifamily New Construction Program.
4. If permitted prior to July 1, 2021, the following are also eligible to participate in the ENERGY STAR SFNH program:
  - Dwelling units <sup>2</sup> in any multifamily building with 4 units or fewer; OR
  - Dwelling units in multifamily buildings with 3 stories or fewer above-grade; OR
  - Dwelling units in multifamily buildings with 4 or 5 stories above-grade where dwelling units occupy 80% or more of the occupiable square footage of the building. When evaluating mixed-use buildings for eligibility, exclude commercial / retail space when assessing whether the 80% threshold has been met.

Any above-grade story with 20% or more occupiable space, including commercial space, shall be counted towards the total number of stories for the purpose of determining eligibility to participate in the program. The definition of an 'above-grade story' is one for which more than half of the gross surface area of the exterior walls is above-grade. All below-grade stories, regardless of type, shall not be included when evaluating eligibility.

Per ASHRAE 62.2-2010, occupiable space is any enclosed space inside the pressure boundary and intended for human activities or continual human occupancy, including, but not limited to, areas used for living, sleeping, dining, and cooking, toilets, closets, halls, storage and utility areas, and laundry areas.

5. While certification will result in compliance with many code requirements, a Rater is not responsible for ensuring that all code requirements have been met prior to certification. For more information about how these program requirements help satisfy code requirements, visit: [www.energystar.gov/newhomesguidance](http://www.energystar.gov/newhomesguidance). In the event that a code requirement, a manufacturer's installation instructions, or an engineering document conflicts with a requirement of the ENERGY STAR program (e.g., slab insulation is prohibited to allow visual access for termite inspections), then the conflicting requirement within these program requirements shall not be met. Certification shall only be allowed if the Rater has determined that no equivalent option is available that could meet the intent of the conflicting requirement (e.g., switching from exterior to interior slab edge insulation). Note that a home must still meet its ENERGY STAR ERI Target. Therefore, other efficiency measures may be needed to compensate for the omission of the conflicting requirement.
6. The term 'Provider' refers to an Approved Rating Provider, as defined by ANSI / RESNET / ICC 301, that is approved by an HCO.
7. HCOs are independent organizations recognized by EPA to implement an ENERGY STAR certification program for single-family and multifamily homes and apartments using an Energy Rating Index (ERI) compliance path. Learn more and find a current list of HCOs at [www.energystar.gov/partner\\_resources/residential\\_new/working/other\\_participants/hco](http://www.energystar.gov/partner_resources/residential_new/working/other_participants/hco).
8. The term 'Rater' refers to the person(s) completing the third-party verification required for certification. The person(s) shall: a) be a Certified Rater or Approved Inspector, as defined by ANSI / RESNET / ICC 301, or an equivalent designation as determined by an HCO; and, b) have attended and successfully completed an EPA-recognized training class. See [www.energystar.gov/newhomestraining](http://www.energystar.gov/newhomestraining).
9. The software program shall automatically determine (i.e., without relying on a user-configured ENERGY STAR Reference Design) this target for each rated home by following the National ERI Target Procedure, Version 3.1 (Rev. 12), available at [www.energystar.gov/newhomesrequirements](http://www.energystar.gov/newhomesrequirements).
10. Raters who operate under an HCO with a Sampling Protocol are permitted to verify the Minimum Rated Features of the home and to verify any Checklist Item designated "Rater Verified" using the HCO-approved Sampling Protocol. No parties other than Raters are permitted to use sampling. All other items shall be verified for each certified home. For example, no items on the National HVAC Commissioning Checklist are permitted to be verified using a Sampling Protocol.
11. Note that the efficiency levels of ENERGY STAR certified products aligned with these product specifications when this Version was first released. These efficiency features form the basis of the ENERGY STAR ERI target, regardless of any subsequent revisions to



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ENERGY STAR certified product specifications. EPA recommends, but does not require, that current ENERGY STAR products be included in ENERGY STAR homes. For current ENERGY STAR products, visit [www.energystar.gov/products](http://www.energystar.gov/products).

12. 2012 IECC Climate Zone designations, as defined and illustrated in [Section R301](#) of the code, are used to configure the ENERGY STAR Reference Design Home.
13. Track A – HVAC Grading shall use ANSI / RESNET / ACCA / ICC 310 including all Addenda and Normative Appendices, with new versions and Addenda implemented according to the schedule defined by the HCO that the home is being certified under.
14. The Rater may define the 'permit date' as either the date that the permit was issued or the date of the contract on the home. In cases where permit or contract dates are not available, Providers have discretion to estimate permit dates based on other construction schedule factors. These assumptions should be both defensible and documented.
15. Homes certified under Rev. 12 of the program requirements are permitted to use either Rev. 08, 09, 10, 11, or 12 of the National HVAC Design Report.