



Community Development Authority (CDA) of the City of Madison

**REQUEST FOR PROPOSALS
For
Construction Manager Services**

**Taking Shape Triangle Housing Site Redevelopment
(AMP 400)**

RFP No. 12096-0-2023-DJ

RFP Issued:	October 24, 2023
Questions Deadline:	November 10, 2023
Submission Deadline:	November 21, 2023 by 2:00 pm (CT)

DISCLOSURE AND DISCLAIMER

This Request for Proposals (“RFP”) is being furnished to the recipient by the Community Development Authority of the City of Madison (the “CDA”) for the recipient’s convenience. Any action taken by the CDA in response to submissions, made pursuant to this RFP, or in making any awards or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CDA and its officials and employees.

The CDA, in its sole discretion, may withdraw this RFP before or after receiving submissions, may accept or reject any or all submissions, and may waive any irregularities if the CDA deems it appropriate and in its best interest. The CDA shall determine the responsiveness and acceptability of any proposal submitted.

Prospective teams should rely exclusively on their own investigations, interpretations and analyses in preparing and submitting proposals, and should not rely on communications with CDA staff or officials. The CDA makes no warranty or representation that any submission which conforms to the requirements of this RFP will be selected for consideration, negotiation, or approval.

The CDA and the selected team will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the CDA and then only pursuant to the terms of the definitive agreements executed among the parties.

Respondents are notified that any materials submitted to the CDA in response to this RFP become public documents and are available to the public as governed by the “Open Records” statutes of the State of Wisconsin.

All submissions and supporting data shall be subject to disclosure as required by State law. All submissions shall be submitted in sealed form and shall remain confidential to the extent permitted by State statutes and ordinances of the City of Madison, until the date and time selected for opening the responses.

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INTRODUCTION

The **Community Development Authority of the City of Madison** (hereinafter referred to as “CDA”) is seeking proposals from qualified construction management firms and/or general contractors to provide services toward the scope of work detailed in this Request for Proposals (RFP).

The CDA intends to redevelop its entire public housing portfolio of approximately 340 existing public housing units in an area of the near west side of the City known as “the Triangle.” The CDA has recently adopted the [Taking Shape Development Plan](#) that will replace the existing 340 units and will add 850 mixed-income units in multiple phases over approximately ten years.

The Community Development Authority Housing Operations Division currently administers 742 Public Housing units and 115 Multifamily Housing units at 40 locations in the City of Madison for low-income families, people over the age of 50, and individuals with disabilities. In addition, the CDA administers the Section 8 Housing Choice Voucher Program providing assistance to approximately 1,600 low-income households in the City of Madison. The CDA was created by Wisconsin statute to operate as the Housing Authority, Redevelopment Authority, and Housing Finance Authority for the City of Madison.

PROJECT DESCRIPTION

The Taking Shape Triangle Redevelopment Project (the “Project”) is planned for an approximately 10-acre tract of land owned by the CDA located just west of downtown Madison, Wisconsin. The new development will provide a mix of one, two, and three-bedroom units with appropriate design considerations for low-income households and amenities.

Over the next ten years, the Project will ultimately replace every building currently located on the CDA’s Triangle site, all of which were built between 1965 and 1978, with modern, accessible and sustainable new construction with a 50 to 100-year lifespan. The Development Plan (linked above) outlines the phasing for the project and includes the project’s sustainability goals and strategies.

The Project will be developed in phases in order to keep current residents on-site during construction, with the goal of moving each tenant only once into their new buildings. **This RFP contemplates selection of qualified CMs and/or GCs for the first phases of redevelopment only, identified in the Development Plan as the “B-Site” containing three buildings, each 5 or 6 stories (B1, B2 and B3 – see site plan on following page) with approximately 340 units, underground parking and robust public facing community spaces.**

The B-Site is currently undergoing detailed design development, with construction expected to commence on Building B1 in 2025 pending successful receipt of WHEDA tax credits. Buildings B2 and B3 are expected as soon as feasible following the completion of B1. Building B1 includes a preliminary construction budget of \$38,000,000 including all trades, landscaping, site improvements and general requirements, contractor overhead and profit. The total preliminary construction budget for all phases of the B-Site is expected to be in excess of \$78,000,000, and will be refined as each subsequent phase is designed and financed. The Project is being financed with a mix of financing of Low-Income Housing Tax Credits as issued by the Wisconsin Housing and Economic Development Authority (WHEDA) and project-based housing assistance issued by the Department of Housing and Urban Development (HUD).

Please note that these estimates are subject to change. These totals include the project maximums on general contractor charges of 5% for general conditions, 2% for overhead, and 5% profit to meet WHEDA’s requirements.



Taking Shape, Our Triangle Site Plan (adopted by CDA Board of Commissioners, August 10, 2023)

BACKGROUND/SCOPE OF SERVICES

The CDA is seeking a partner (or partners) for the Project that will act as a Construction Manager (“CM”) or General Contractor (“GC”) for the construction of the Project. The firm(s) will assume the risks of delivering construction at the contracted price and provide consultation to the CDA regarding construction during and after the design of the project.

The CDA is looking for responses from experienced construction management and/or general contractors who can demonstrate that they possess the qualifications, expertise, financial resources, and management capability to provide the requested services for the Project. The CDA has already engaged a developer-partner (New Year Investments, LLC) and Financial Consultant (Baker Tilly) to serve as the CDA’s representatives on this project, and Potter Lawson, Inc. as the A&E design professional who will work with the selected CM and GC.

The CDA shall require that the CM/GC publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major scopes of work that provides the best value for the CDA on the Project, other than the scope of work that are to be included in general conditions outlined in the final project specifications. The CM/GC may seek to perform portions of the work itself if the CM/GC submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the CDA determines that the CM/GC bid proposal provides the best value for the CDA. The CDA’s determination in such matters is final.

The selected CM/GC and the CDA shall receive and open trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. If the CM/GC reviews, evaluates, and recommends a bid or proposal from a trade contractor or subcontractor, but the CDA requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the CDA shall compensate the CM/GC by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the CDA’s satisfaction and as required by the Contract, that the CM/GC may incur because of the CDA’s requirement that another trade contractor or subcontractor bid or proposal be accepted.

LOCAL AND TARGETED BUSINESS ENTERPRISE (TBE) CONTRACT PREFERENCE

The CDA provides a five percent (5%) scoring preference to respondents that are local businesses [registered with the City of Madison](#). CDA also strongly encourages City-registered TBEs - [Minority-Owned \(MBEs\), Disadvantaged \(DBEs\) and Women-Owned \(WBEs\) Business Enterprises](#) – HUD Section 3 businesses, and other socially and economically disadvantaged businesses to submit proposals or to participate in a subcontracting capacity on CDA contracts, and shall provide up to an additional five percent (5%) preference for the participation of qualified Section 3 businesses and/or Targeted Business Enterprises.

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. Section 3 business concerns are 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.

QUALIFICATIONS AND EVALUATION CRITERIA

The CDA intends to select a responding party that demonstrates it has the professional qualifications and expertise to deliver the requested services in a timely manner, and construct and complete the Project as required under a mutually agreed upon set of contract terms.

The CDA shall make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to CDA (i.e., that which represents the best value to CDA), cost and price, and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection process. The cost or price factor will be weighted as outlined below and is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

The CDA may award a contract to other than the lowest price offer. In the event that two or more offerors are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the CDA.

The evaluation shall be based on the evaluation factors outlined in the RFP. Proposals will be compared on an individual basis, separately, against the requirements stated in the RFP, not analyzed in comparison with each other. To ensure objectivity, the offers are requested not to include identifying information in their proposals (other than by cover letter).

Subsequent to the evaluation process a competitive range will be established by the selection committee. Offerors whose proposals are unacceptable will be notified in writing with the appropriate rationale for such action; such offerors are excluded from the remainder of the procurement. A proposal may be unacceptable on technical grounds if the pricing is clearly excessive compared to other acceptable offers or if the offeror is non-responsive.

The Evaluation Factors are defined as:

- Successful experience (within the last 20 years) that reflects the capability to perform the required services in housing projects of comparable size, budget, phasing and complexity in urban areas with an emphasis of experience in Madison. **(25 points)**
- Comprehensiveness and breadth of skill as evidenced in organizational structure, resumes of key personnel and proposed line of authority. **(20 points)**
- An overall project delivery strategy which has been used to manage and complete previous successful projects similar in scope to the Triangle. **(15 points)**
- A clear articulation of the respondent's willingness to collaboratively work with the CDA and New Year Investments and familiarity with rules and requirements applicable to mixed-finance development, and public housing operations. **(10 points)**
- A clear understanding of all the key issues associated with project management, such as a realistic CPM schedule, quality controls, safety, and management of cost that minimizes cost overruns and change orders. **(10 points)**
- A competitive percentage fee for CM/GC services not exceeding the WHEDA limits. **(5 points)**
- Experience overseeing the implementation of sustainability strategies in new buildings. **(5 points)**
- Preference for registered local vendors per City of Madison guidelines. **(5 points)**

- Qualifications and experience in complying with City of Madison Targeted Business Enterprise (TBE) and/or HUD Section 3 program requirements, including preference for teams comprised of or utilizing MBE, WBE, or local DBEs. **(5 points)**

Interested parties are encouraged to identify and clearly label in their response how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the response, and if applicable, interviews, and reference responses. The CDA reserves the right to request additional information or documentation from the responding party regarding its response in order to complete the selection process.

INFORMATION REQUESTED

An interested party shall submit the following information that will then be evaluated by the CDA to determine which response has the greatest overall value to the CDA. The CDA will consider capabilities or advantages that are clearly described in the response that may be confirmed by oral presentations, interviews, demonstrations, and references contacted by the CDA. Interviews may be conducted at the CDA's option. The proposals received will be part of the selection process, together with a potential interview, to determine a final recommendation. An interested party shall provide the following **required** items in its proposal:

1. An Executive Summary of proposal covering the company's experience, resumes of current personnel, success in other projects, quality of subcontractors, safety procedures, company financial strength, and any other matters.
2. Contractor Profile and References (see Attachment C).
3. Examples of previous projects evidencing their experience with successful construction of mixed income housing in an urban setting including the use of Low-Income Housing Tax Credits.
4. Description of previous experiences with other Public Housing Authorities, describing successes and failures.
5. The number and size of its current project workload with a list of project names, methodology of construction (design-build, design-assist, negotiated work or value-engineered work, CM, low bid, etc.), and the associated contract values.
6. A description of its firm size in annual revenues, number of employees, and a description of type, location, completions accomplished during the most recent three years, scheduled completion and dollar value of the projects in the pipeline and projects completed over the last three years.
7. The name and resume of the individual who will serve as principal contact person and Project Manager/lead for the responding party, who will direct and coordinate the effort through completion and their prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.
8. Profiles and an organizational chart of key staff, such as the proposed Construction Superintendent, Estimator and Fields Operations Personnel who will be involved in the redevelopment effort and specify the roles of key staff in carrying out this development initiative and their previous experience with project construction and management as is contemplated herein. The responding party should also provide a statement of how they intend to maintain personnel without substitution throughout pre-construction and construction phases.

9. Describe its concept of “pre-construction services” provided in past industry projects and the results of those services its approach to performing construction administration and construction management. In particular, the responding party’s methods for in-house estimating construction costs during the design/documentation phase that best describe its ability to control budgets and avoid cost increases in today’s marketplace. Include an explanation of how contingency or other cost buffering mechanisms are developed, accounted for in the estimate documentation, and communicated to the CDA.
10. Methods for scheduling during the design and contract document phase of this Project that best describe responding party’s ability to complete the Project on time.
11. The responding party’s approach to create a team environment that encourages understanding of a commitment to the CDA’s goals while ensuring effective communication among the various members of the Project team and with the Architect. The responding party should also describe its conflict resolution method.
12. An indication of whether any team member, their successors, affiliates or prior entities has ever been terminated from a contract, has been or is debarred, has been sued, or is currently in litigation with a client or governmental entity and if so, describe the circumstances and outcomes in detail.
13. A narrative (one-page maximum) indicating if there are any judgements, claims, arbitrations, proceedings, or suits pending or outstanding against your organization or its officers. Indicate if your organization filed or has been involved in any lawsuits or requested arbitration regarding construction contracts within the last five years, if the answer to any of the questions is yes, please provide details.
14. Any initial impressions of concept and design layout for this property.

Additional items that are not required at the time of proposal submission, but may be requested by CDA prior to contractor selection or contract negotiations include, but are not limited to:

1. A list of subcontractors, with reference information, that the contractor often utilizes, and a brief narrative of all work that will be done by the contractor’s own forces.
2. A current financial reference from an accredited financial institution and their audited financial statements for year ending 12/31/2022. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity.
3. A letter from a surety or an insurance company evidencing that the responding party is capable of obtaining a performance bond and a payment bond each in an amount of no less than the construction budget identified in the Background. This estimated bonding amount is preliminary and subject to change. The values included are solely for the purpose of establishing pre-qualification standards for the bonding capability. The final bonding amount shall be established when the fixed fee for the Project is determined.
4. A sample Quality Assurance Plan, and describe its warranty service support philosophy and warranty service implementation plan for this Project to include the responding party’s response to and performance on warranty services AFTER substantial completion.
5. A sample safety manual and description of expected jobsite-specific safety program for this Project and specific safety policies in which employees must be in compliance, including how its safety program and policies have been implemented in the past on similar projects.

RESPONSE

A complete RFP response package must be sent electronically to Brian Pittelli in the City of Madison Finance Department at bpittelli@cityofmadison.com by 2:00 pm CT on Tuesday, November 21, 2023. ***Please note Brian has two “t’s” and two “l’s” in his name/email address.***

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

Bid Package RFP 12096-0-2023-DJ and then reference the Contractor’s company name afterwards

It is anticipated that the selection will be made and approved by the CDA Board of Commissioners on or about December 14, 2023. An interested party may inquire or question any portions of the RFP or any part of the information contained therein, by submitting, in writing to Brian Pittelli by email, no later than November 10 (seven business days prior to the proposal submission deadline), with a complete and specific explanation as to what the responding party is requiring for clarification.

INTERVIEW AND PRESENTATION

The CDA review panel will evaluate all of the written submissions per the evaluation criteria stated herein. Firm(s) may be invited to participate in an interview via a letter sent to the selected firm(s). The CDA anticipates conducting such interviews, if needed, during the weeks of November 27 and December 4, 2023. At the interview, the selected firm(s) will be asked to provide more specific information about qualifications, methodology, and costs and to answer questions asked by the review team. Interviewed teams shall be re-scored and ranked based on the above criteria. The CDA reserves the right to determine the number of firms to be interviewed based on initial responses to this RFP, and/or to waive the interview process in its entirety at its sole discretion.

The highest ranked firm/team will be invited to submit a written proposal for providing the requested services and arrange for any necessary meetings to allow for evaluation and modification of the proposal, if necessary. This firm will also be asked to submit its best and final offer for consideration by the CDA. If the CDA cannot reach agreement with the highest ranked firm, the CDA may contact the next highest ranked firm(s) and repeat the same procedure until an agreement is reached with the most qualified firm that provides a fair and reasonable cost.

CONTRACT AWARD

After contract award, each firm/team that submitted a proposal will receive a written acknowledgement of this award. The CDA will not reimburse firms for any expenses associated with the submission of proposals or participation in any requested interviews.

Following selection, the CDA intends to make a good faith effort to quickly enter into an agreement with the successful proposer. All fees and costs to be negotiated under the agreement must comply with the Cost Control and Safe Harbor Standards issued by the U.S. Department of Housing and Urban Development (HUD). Availability of capital and operating funds will also be negotiated in the development agreement. Approval of this agreement is contingent upon approval by the CDA Board of Commissioners.

The CDA reserves the right to negotiate the award amount and budget items with the selected consultant(s) prior to entering into a contract. All work products and reports shall be the property of the CDA, and may be used by the CDA to promote and encourage the redevelopment of the Triangle area.

INSURANCE REQUIREMENTS

The responding party will be expected to provide insurance for the project in no less than the coverage amounts attached to this RFP as Attachment A.

PRECONSTRUCTION FEE ESTIMATES

An Interested party is asked to provide the following information regarding fees:

The NOT-TO-EXCEED GENERAL CONDITIONS, OVERHEAD AND PROFIT COSTS: The responding party shall identify a General Conditions not-to-exceed percentage and amount as defined by Uniform General Conditions for the project.

Item	Percentage Fee
Respondent's General Conditions Percentage	%
Respondent's Overhead Percentage	%
Respondent's Profit Percentage	%

Note that per HUD and LIHTC stipulations, General Conditions percentage currently cannot exceed 5%, Overhead cannot exceed 2% and Profit cannot exceed 5%.

Based on an estimated Total Hard Cost of \$78,000,000 for the project, the responding party shall identify the estimated costs of all bonds and insurance for the Project as listed below:

Item	Fee
Payment and Performance Bonds subtotal	\$
Insurance subtotal	\$

*Estimated On-Site Project Management Staff and Rates:

Position	Hourly Rate
Project Executive	\$
Project Manager	\$
Superintendent	\$
Assistant Superintendent	\$
Project Engineer	\$
Field Office Engineer	\$
Field Office Support Staff	\$
Estimator	\$
CPM Scheduler	\$
Safety Coordinator/Assistant	\$

*The construction of this Project is subject to Davis-Bacon Wage rates which are included as an attachment to this RFP.

REQUIREMENTS AND CONTRACT TERMS

The CDA intends to issue an initial set of contractual terms for review by one or more of the responding parties and to negotiate such terms as it deems to be in its best interest. The CDA reserves the right, without liability, to:

- reject any or all responses, or to terminate the RFP process at any time if deemed to be in its best interests.

- award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents, within any attachment or drawing, or within any addenda issued.
- to advertise for new proposals or to proceed to do the work otherwise if responses are rejected
- negotiate the contractual terms and fees proposed by the responding parties. If such negotiations are not, in the opinion of the CDA successfully concluded within a reasonable timeframe, the CDA shall retain the right to end such negotiations.
- cancel the award of this project at any time before the execution of the contract documents by all parties.

DAVIS BACON ACT

All prime construction contracts in excess of \$2,000 awarded for this Project are expected to include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the selected contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in Attachment B. The selected contractor will be asked to place a copy of Attachment B wage determination in each solicitation.

WHEDA EMERGING BUSINESS REQUIREMENTS

It is expected that the Project will need to meet the Goals of the [WHEDA Emerging Business Program](#). The Emerging Business Program was created to encourage the involvement, utilization, and development of economically disadvantaged businesses. Emerging Business participation dollar goals are established per county and are based on percentages of allowable construction cost with a goal of 25% EBE participation for Dane County. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

SECTION 3 CONTRACT CLAUSES

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.

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.

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.

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.

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.

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.

**Thank for your interest in providing a response to this RFP
and we look forward to receiving your response.**

ATTACHMENT A

INSURANCE REQUIREMENTS/CERTIFICATE OF INSURANCE

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

Umbrella Insurance

The CM 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 CM 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. CM 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 CM shall provide copies of additional insured endorsements or insurance policies, if requested by the City of Madison Risk Manager.

The CM 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.

**ATTACHMENT B
 DAVIS BACON WAGE DETERMINATIONS**

"General Decision Number: WI20230005 08/25/2023

Superseded General Decision Number: WI20220005

State: Wisconsin

Construction Type: Building

County: Dane County in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

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wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	04/07/2023
4	06/02/2023
5	06/16/2023
6	06/23/2023
7	06/30/2023
8	07/07/2023
9	07/28/2023
10	08/18/2023
11	08/25/2023

* ASBE0019-001 06/01/2023

Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	
\$ 42.80	36.10

 BOIL0107-001 01/01/2021

Rates	Fringes
BOILERMAKER	
Boilermaker.....\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....\$ 26.91	16.00

 BRWI0013-001 06/01/2022

Rates	Fringes
BRICKLAYER	
Bricklayer.....\$ 39.56	25.22
Terrazzo Finisher.....\$ 33.40	24.01
Terrazzo Worker.....\$ 41.75	24.01
Tile Finisher.....\$ 30.60	24.01
Tile Layer.....\$ 38.25	24.01

CARP0314-004 06/01/2022

Rates	Fringes	
CARPENTER (excluding Batt		
Insulation).....	\$ 36.80	26.12
Piledriverman.....	\$ 37.37	25.96

CARP1056-005 06/05/2022

Rates	Fringes	
MILLWRIGHT.....	\$ 38.00	26.78

ELEC0014-005 05/29/2022

Rates	Fringes	
Teledata System Installer		
Installer/Technician.....	\$ 29.63	3%+16.18
<p>Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).</p>		

ELEC0159-002 05/30/2021

Rates	Fringes	
ELECTRICIAN.....	\$ 43.38	23.13

ELEV0132-001 01/01/2023

Rates	Fringes	
ELEVATOR MECHANIC.....	\$ 59.97	37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of basic hourly rate as vacation pay for employees with more than 5 years or more of service, and 6% for less than 5 years of service.

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0139-002 06/06/2022

Rates	Fringes	
OPERATOR: Power Equipment		
Group 1.....	\$ 45.22	24.85

Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety,

Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0383-002 06/01/2023		
	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

LAB00464-001 06/05/2023		
	Rates	Fringes
Laborer, General.....	\$ 34.60	19.25
Laborer: Asbestos/hazardous material remover (Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems).....	\$ 33.55	19.25

PAIN0802-001 06/01/2023		
	Rates	Fringes
PAINTER (Brush and Roller Only).....	\$ 35.00	20.62

PREMIUM RATES [Add to Basic Hourly Rate]
 Sandblaster \$1.00 per hour
 Drywall Taper & Applicator \$1.30 per hour

PAIN0941-001 06/01/2023		
	Rates	Fringes
GLAZIER.....	\$ 44.50	22.74

PLAS0599-001 06/05/2023		
	Rates	Fringes

REQUEST FOR PROPOSAL NO. 12096-0-2023-DJ
 CONSTRUCTION MANAGER SERVICES

CEMENT MASON/CONCRETE FINISHER....	\$ 40.42	25.59
PLASTERER.....	\$ 39.33	28.45

PLUM0075-007 06/01/2021		
	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 48.50	25.29

PLUM0601-007 06/01/2022		
	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 50.00	28.93

SFWI0669-002 04/01/2023		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.00	28.56

SHEE0018-009 06/01/2023		
	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct work and Technicians).....	\$ 46.12	33.10

TEAM0662-003 06/01/2023		
	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 35.57	26.09
3 or more Axles.....	\$ 35.72	26.09

* SUWI2002-011 01/23/2002		
	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37

Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73 **	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89 **	7.58

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		
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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT C
CONTRACTOR PROFILE**

Proposer/Bidder Company Name:

Form of Organization:

Corporation

Sole Proprietor

Limited Liability
Company

Unincorporated
Association

General Partnership

Other: _____

FEIN:

OR Social Security Number (if sole proprietorship, provide
SSN at time of contract award)

**Dunn and Bradstreet
No.**

Company Address:

Address:

City:

State:

Zip

Address of Office servicing CDA Project:

Address

City

State

Zip

Principal Information & Contact

Name

Title

Phone

Email

Contact person for questions about your bid/proposal:

Name

Title

Phone

Email

Mailing Address where CDA purchase orders/contracts are to be mailed, Billing Contact Person:

Contact Name

Title

Phone

Email

Address

City

State

Zip

Affirmative Action Contact:

Name

Title

Phone

Email

CONTRACTOR 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

Project Name	Project Address	Project Owner	Owner Phone Number
1.			
2.			
3.			
4.			