

BID OF _____

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE OLIN TERRACE REHABILITATION

CONTRACT NO. 7737

MUNIS NO. 10011

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 7737**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO.:	7737
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	5/13/2016
BID SUBMISSION (1:00 P.M.)	5/20/2016
BID OPEN (1:30 P.M.)	5/20/2016
PUBLISHED IN WSJ	5/6 & 5/13/2016

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, Over \$1,500,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing

- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 461 Solar Photovoltaic/Hot Water Systems
- 465 Soil/Groundwater Remediation
- 466 Warning Sirens
- 470 Water Supply Elevated Tanks
- 475 Water Supply Wells
- 480 Wood, Plastics & Composites - Structural & Architectural
- 499 Other _____

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 7737

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

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

SECTION 102.9: BIDDER'S UNDERSTANDING

Tax Exempt Status: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

SECTION 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.14 BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS (SEC. 39.08, MGO)

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

as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

- B. Requirements.** For the duration of this Contract, the Contractor shall:

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

- C. Exemptions:** This section shall not apply when:

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

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

ARTICLE 104 SCOPE OF WORK

This contract is to reconstruct and rehabilitate paver tiles on grade along Olin Terrace walkway at Monona Terrace Community & Convention Center. Remove existing paver tiles, recondition sand base coarse, and replace paver tiles. The construction work on-site along the Olin Terrace walkway will need to occur beginning September 19, 2016 and will need to be completed on or before October 31, 2016. On-site construction work along the Olin Terrace walkway shall not occur prior to September 19, 2016.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

SECTION 104.1 LANDS FOR WORK

Lands for work shall include all of the following:

- The existing paver tile walkway on grade from Wilson Street to the edge of the bridge.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specification, 2016 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits list below
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- The following exhibits are for bidding purposes, all exhibits are PDF readable files.
 - Exhibit A – Construction Document Plan Sheets including architectural plans.
 - Exhibit B – Written Specifications (assembled at the end of the Special Provisions)

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection, of work as described in these construction documents.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the “Questions and Clarifications Deadline” as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City’s intent of this contract.

SECTION 105.7 CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

SECTION 105.9 SURVEYS, POINTS AND INSTRUCTIONS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The General Contractor shall coordinate building access, elevator access, and dumpster locations with Monona Terrace.

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall follow these general guidelines while performing work associated with this contract:

- All damage, not consistent with requirements of the contract documents, to either building shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 108.2 PERMITS AND LICENSING

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

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received.

The Contractor shall work on-site beginning on September 19, 2016 and reach a level of construction completion on or before October 31, 2016. On-site construction work along the Olin Terrace walkway shall not occur prior to September 19, 2016.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN October 31, 2016.**

The Contractor shall have reached a level of Contract Closeout **NO LATER THAN November 11, 2016.**

SECTION 109.9 LIQUIDATED DAMAGES

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

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

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

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the Project Architect by e-mail so we may properly log, track, and respond to all issues.

The Project Architect for this contract is:

Peter Rott, AIA
Isthmus Architecture, Inc.
PH: (608) 310-5362
Email: rott@is-arch.com

The Project Manager for City Engineering, Facilities Management for this contract is:

Jim Whitney
City of Madison
PH: (608) 266-4563
Email: jwhitney@cityofmadison.com



REHABILITATION OF OLIN TERRACE

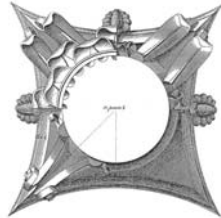
City of Madison Project No. 10011
City of Madison Construction Contract No. 7737

PROJECT SPECIFICATIONS

02/10/2016

Prepared by

ISTHMUS
ARCHITECTURE, INC.



613 Williamson Street, Suite 203

Madison, WI 53703

(608) 294-0206

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2 Title

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4 A1.0 Reference Plan

5 A2.0 Rehabilitation Details

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1 SECTION 01 10 00

2 SUMMARY

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

- 5 A. Drawings and general provisions of the Contract, including General and Supplementary
6 Conditions and other Division 1 Specification Sections, apply to this Section.

7 1.2 SUMMARY

- 8 A. This Section includes the following:

- 9 1. Work covered by the Contract Documents.
10 2. Type of the Contract.
11 3. Work phases.
12 4. Owner-Direct Purchase.
13 5. Use of premises.
14 6. Work restrictions.
15 7. Specification formats and conventions.

16 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- 17 A. Project Identification: Olin Terrace Rehabilitation

- 18 1. Project Location: Monona Terrace, One John Nolen Dr., Madison, Wisconsin

- 19 B. Owner: City of Madison

- 20 C. Architect: Isthmus Architecture, Inc., 613 Williamson Street, Suite 203, Madison, WI 53703.

- 21 D. The Work consists of the following:

22 The Work includes the rehabilitation of existing hardscape and area drainage. Rehabilitation is
23 defined as the act of repairing the designated components of the existing hardscape while
24 maintaining the original design esthetic to restore the intended functionality in the least
25 invasive manner.

26 1.4 TYPE OF CONTRACT

- 27 1. Project will be constructed under one contract.

1 1.5 OWNER DIRECT PURCHASE

2 1. The City will direct-purchase all pavers and pre-cast curb.

3 1.6 USE OF PREMISES

4 A. General: Contractor shall have full use of premises for construction operations, including use of
5 Project site, during construction period. Contractor's use of premises is limited only by Owner's
6 right to perform work or to retain other contractors on portions of Project.

7 B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb
8 portions of Project site beyond areas in which the Work is indicated.

9 1. Limits: Confine constructions operations to the Contract limits indicated on Drawings.
10 Storage of materials, staging of construction operations or equipment on or in areas not in
11 the contract limit shall be approved by the owner.

12 2. Walkways and Entrances: Keep walkways and entrances serving premises clear and
13 open to public at all times. Do not use these areas for parking or storage of materials. Do
14 not disturb or restrict use of the public sidewalk.

15 a. Schedule deliveries to minimize use of driveways and entrances.

16 b. Schedule deliveries to minimize space and time requirements for storage of
17 materials and equipment on-site.
18

19 1.7 WORK RESTRICTIONS

20 A. On-Site Work Hours: Work shall be generally performed inside the existing building during
21 normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise
22 indicated.

23 1. Weekend Hours: Verify restrictions with Owner.

24 2. Early Morning Hours: Verify restrictions with Owner.

25 3. Hours for Utility Shutdowns: Verify restrictions with Owner and local utilities.

26 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or
27 others unless permitted under the following conditions and then only after arranging to provide
28 temporary utility services according to requirements indicated:

29 1. Notify Owner not less than five working days in advance of proposed utility
30 interruptions.

31 2. Do not proceed with utility interruptions without Owner's written permission.

32 1.8 SPECIFICATION FORMATS AND CONVENTIONS

33 A. Specification Format: The Project Specifications are organized into Divisions and Sections
34 using the 33-division format and CSI/CSC's "MasterFormat" numbering system.

1 and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel
2 bases for supporting posts.

3 PART 3 - EXECUTION

4 3.1 SUPPORT FACILITIES INSTALLATION

5 A. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- 6 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
- 7 2. Maintain access for fire-fighting equipment and access to fire hydrants.

8 B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

9 C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

- 10 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
- 11 2. Temporary Signs: Provide other signs as indicated and as required to inform public and
12 individuals seeking entrance to Project.

13 a. Provide temporary, directional signs for construction personnel and visitors.

14 3. Maintain and touchup signs so they are legible at all times.

15 D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste
16 from construction operations. Comply with requirements of authorities having jurisdiction.

17 3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

18 A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and
19 other improvements at Project site and on adjacent properties, except those indicated to be
20 removed or altered. Repair damage to existing facilities.

21 B. Environmental Protection: Provide protection, operate temporary facilities, and conduct
22 construction as required to comply with environmental regulations and that minimize possible
23 air, waterway, and subsoil contamination or pollution or other undesirable effects.

24 C. Temporary Erosion and Sedimentation Control: Comply with authorities having jurisdiction.

25 D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and
26 discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent
27 properties and bicycle path, according to authorities having jurisdiction.

28 E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in
29 a manner that will prevent people and animals from easily entering site except by entrance
30 gates.

- 31 1. Extent of Fence: As required to enclose entire Project site or portion determined
32 sufficient to accommodate construction operations.

- 1 2. Submit closeout submittals specified in other Division 01 Sections, including project
2 record documents, operation and maintenance manuals, final completion construction
3 photographic documentation, damage or settlement surveys, property surveys, and similar
4 final record information.
- 5 3. Submit closeout submittals specified in individual Sections, including specific warranties,
6 workmanship bonds, maintenance service agreements, final certifications, and similar
7 documents.
- 8 4. Submit maintenance material submittals specified in individual Sections, including tools,
9 spare parts, extra materials, and similar items, and deliver to location designated by
10 Architect/Engineer. Label with manufacturer's name and model number where
11 applicable.
- 12 a. Schedule of Maintenance Material Items: Prepare and submit schedule of
13 maintenance material submittal items, including name and quantity of each item
14 and name and number of related Specification Section.
- 15 5. Submit test/adjust/balance records.
- 16 6. Submit changeover information related to Owner's occupancy, use, operation, and
17 maintenance.
- 18 C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days
19 prior to requesting inspection for determining date of Substantial Completion. List items below
20 that are incomplete at time of request.
- 21 1. Advise Owner of pending insurance changeover requirements.
- 22 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's
23 personnel of changeover in security provisions.
- 24 3. Complete startup and testing of systems and equipment.
- 25 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
- 26 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
27 equipment, and systems. Submit demonstration and training video recordings specified in
28 Section 017900 "Demonstration and Training."
- 29 6. Advise Owner of changeover in heat and other utilities.
- 30 7. Participate with Owner in conducting inspection and walkthrough with local emergency
31 responders.
- 32 8. Terminate and remove temporary facilities from Project site, along with mockups,
33 construction tools, and similar elements.
- 34 9. Complete final cleaning requirements, including touchup painting.
- 35 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual
36 defects.
- 37 D. Inspection: Submit a written request for inspection to determine Substantial Completion a
38 minimum of 10 days prior to date the work will be completed and ready for final inspection and
39 tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify
40 Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial
41 Completion after inspection or will notify Contractor of items, either on Contractor's list or
42 additional items identified by Architect, that must be completed or corrected before certificate
43 will be issued.
- 44 1. Reinspection: Request reinspection when the Work identified in previous inspections as
45 incomplete is completed or corrected.
- 46 2. Results of completed inspection will form the basis of requirements for final completion.

1 1.5 FINAL COMPLETION PROCEDURES

2 A. Preliminary Procedures: Before requesting final inspection for determining final completion,
3 complete the following:

- 4 1. Submit a final Application for Payment according to Section 012900 "Payment
5 Procedures."
- 6 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial
7 Completion inspection list of items to be completed or corrected (punch list), endorsed
8 and dated by Architect. Certified copy of the list shall state that each item has been
9 completed or otherwise resolved for acceptance.
- 10 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage
11 complying with insurance requirements.
- 12 4. Submit pest-control final inspection report and warranty.
- 13 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
14 equipment, and systems.

15 B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of
16 request, Architect/Engineer will either proceed with inspection or notify Contractor of
17 unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection
18 or will notify Contractor of construction that must be completed or corrected before certificate
19 will be issued.

- 20 1. Reinspection: Request reinspection when the Work identified in previous inspections as
21 incomplete is completed or corrected.

22 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

23 A. Organization of List: Include name and identification of each space and area affected by
24 construction operations for incomplete items and items needing correction including, if
25 necessary, areas disturbed by Contractor that are outside the limits of construction.

- 26 1. Organize list of spaces in sequential order, starting with exterior areas first and
27 proceeding from lowest floor to highest floor.
- 28 2. Organize items applying to each space by major element, including categories for ceiling,
29 individual walls, floors, equipment, and building systems.
- 30 3. Submit list of incomplete items in the following format:
 - 31 a. MS Excel electronic file. Architect will return annotated copy. (or)
 - 32 b. PDF electronic file. Architect will return annotated copy.

34 1.7 SUBMITTAL OF PROJECT WARRANTIES

35 A. Time of Submittal: Submit written warranties on request of Architect for designated portions of
36 the Work where commencement of warranties other than date of Substantial Completion is
37 indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

38 B. Organize warranty documents into an orderly sequence based on the table of contents of the
39 Project Manual.

- 1 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders,
2 thickness as necessary to accommodate contents, and sized to receive letter-size paper.
 - 3 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark
4 tab to identify the product or installation. Provide a typed description of the product or
5 installation, including the name of the product and the name, address, and telephone
6 number of Installer.
 - 7 3. Identify each binder on the front and spine with the typed or printed title
8 "WARRANTIES," Project name, and name of Contractor.
 - 9 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty
10 and bond submittal package into a single indexed electronic PDF file with links enabling
11 navigation to each item. Provide bookmarked table of contents at beginning of document.
- 12 C. Provide additional copies of each warranty to include in operation and maintenance manuals.

13 PART 2 - PRODUCTS

14 2.1 MATERIALS

- 15 A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or
16 fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous
17 to health or property or that might damage finished surfaces.
- 18 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not
19 applicable, use products that comply with the California Code of Regulations maximum
20 allowable VOC levels.

21 PART 3 - EXECUTION

22 3.1 FINAL CLEANING

- 23 A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply
24 with local laws and ordinances and Federal and local environmental and antipollution
25 regulations.
- 26 B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each
27 surface or unit to condition expected in an average commercial building cleaning and
28 maintenance program. Comply with manufacturer's written instructions.
- 29 1. Complete the following cleaning operations before requesting inspection for certification
30 of Substantial Completion for entire Project or for a designated portion of Project:
 - 31 a. Clean Project site, yard, and grounds, in areas disturbed by construction activities,
32 including landscape development areas, of rubbish, waste material, litter, and other
33 foreign substances.
 - 34 b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other
35 foreign deposits.
 - 36 c. Rake grounds that are neither planted nor paved to a smooth, even-textured
37 surface.

- 1 d. Remove tools, construction equipment, machinery, and surplus material from
- 2 Project site.
- 3 e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of
- 4 stains, films, and similar foreign substances. Avoid disturbing natural weathering
- 5 of exterior surfaces. Restore reflective surfaces to their original condition.
- 6 f. Remove debris and surface dust from limited access spaces, including shafts,
- 7 trenches, equipment vaults, manholes, planters and similar spaces.
- 8 g. Remove labels that are not permanent.
- 9 h. Leave Project clean and ready for occupancy.

10 3.2 REPAIR OF THE WORK

11 A. Complete repair and restoration operations before requesting inspection for determination of

12 Substantial Completion.

13 B. Repair or remove and replace defective construction. Repairing includes replacing defective

14 parts, refinishing damaged surfaces, touching up with matching materials, and properly

15 adjusting operating equipment. Where damaged or worn items cannot be repaired or restored,

16 provide replacements. Remove and replace operating components that cannot be repaired.

17 Restore damaged construction and permanent facilities used during construction to specified

18 condition.

19 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other

20 damaged transparent materials.

21 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces.

22 Replace finishes and surfaces that that already show evidence of repair or restoration.

23 a. Do not paint over "UL" and other required labels and identification, including

24 mechanical and electrical nameplates. Remove paint applied to required labels and

25 identification.

26 3. Replace parts subject to operating conditions during construction that may impede

27 operation or reduce longevity.

28 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and

29 noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for

30 new fixtures.

31 END OF SECTION

29 E. On-site storage or sale of removed items or materials is not permitted.

30 PART 2 - PRODUCTS

31 2.1 SOIL MATERIALS – Not used

32 PART 3 - EXECUTION

33 3.1 EXAMINATION

34 A. Verify that utilities have been disconnected and capped before starting demolition operations.

35 B. Inventory and record the condition of items to be removed and salvaged.

36 C. Perform an engineering survey of condition of structure to determine whether removing any
37 element might result in structural deficiency or unplanned collapse of any portion of structure
38 during building demolition operations.

39 3.2 PREPARATION

40 A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving
41 buildings and structures to be demolished.

42 1. Arrange to shut off indicated utilities with utility companies.

43 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied
44 buildings, then provide temporary utilities that bypass buildings and structures to be
45 demolished and that maintain continuity of service to other buildings and structures.

46 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or
47 plug and seal remaining portion of pipe or conduit after bypassing according to
48 requirements of authorities having jurisdiction.

49 4. Do not start demolition work until utility disconnecting and sealing have been completed.

50 B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural
51 support to preserve stability and prevent unexpected movement or collapse of construction
52 being demolished.

53 3.3 PROTECTION

54 A. Existing Facilities: Protect adjacent public bicycle path and adjacent signage during demolition
55 operations. Maintain bicycle path no exceptions.

56 B. Existing Utilities: Maintain utility services to remain and protect from damage during
57 demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating
58 facilities unless authorized in writing by Owner and authorities having jurisdiction.

59 C. Temporary Protection: As required in Section 01 50 00 – Temporary Facilities and Controls.

60 3.4 DEMOLITION

- 61 A. General: Demolish indicated buildings and noted site improvements completely. Use methods
62 required to complete the Work within limitations of governing regulations.
63 1. Locate demolition equipment and remove debris and materials so as not to impose
64 excessive loads on supporting walls, paving and landscape areas.
- 65 B. Site Access and Temporary Controls: Conduct building demolition and debris-removal
66 operations to ensure minimum interference with roads, streets, walks, walkways, and other
67 adjacent occupied and used facilities.
- 68 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used
69 facilities without permission from Owner and authorities having jurisdiction. Provide
70 alternate routes around closed or obstructed traffic ways if required by authorities having
71 jurisdiction.
72 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with
73 governing environmental-protection regulations.
- 74 C. Explosives: Use of explosives is not permitted.
- 75 D. Proceed with demolition of structural framing members systematically, from higher to lower
76 level. Complete building demolition operations above each floor or tier before disturbing
77 supporting members on the next lower level.
- 78 E. Salvage foundation walls and other below-grade construction within footprint of new
79 construction.
- 80 F. Existing Utilities: Terminate existing utilities and below-grade utility structures within 5 feet
81 (1.5 m) outside footprint indicated for new construction.
- 82 G. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free
83 from irregular surface changes. Provide a smooth transition between adjacent existing grades
84 and new grades.
- 85 H. Promptly repair damage to adjacent buildings caused by demolition operations.

86 3.5 RECYCLE RE-USE PLAN

87 A. The recycling plan shall be as follows:
88
89

- 90 1) **Mixed Loads of Construction and Demolition Debris:** The plan will clearly de-
91 scribe the amount and types of mixed debris to be removed per law.
92
- 93 2) **Concrete/Asphalt Recycling;** The south driveway and part of the concrete founda-
94 tion will be demolished.

95
96 Asphalt and concrete recyclers: Wingra Stone (608-271-5555), Speedway Sand and
97 Gravel (836-1071), Mandt Sandfill (608-835-3630) or Northwestern Stone (608-836-
98 1701).

99 Asphalt Recyclers: DRS (836-6667) and Payne and Dolan (845-8900).

100

101 **3) Compliance Report:**

102 Contractor shall submit, within 60 days of the completion of the demolition project, a
103 compliance report including information on the material that was reused and the vol-
104 ume of material that was recycled and landfilled. Substantiating documentation on
105 where recycled material was sent will be included in the form of sending copies or
106 receipts and/or weight tickets.

107 3.6 CLEANING

108 A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-
109 approved landfill acceptable to authorities having jurisdiction.

110 B. Do not burn demolished materials.

111 C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building
112 demolition operations. Return adjacent areas to condition existing before building demolition
113 operations began.

114 **END OF SECTION**

1 **SECTION 32 14 00**

2 **UNIT PAVING**

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section Includes:

- 6 1. Concrete pavers set in aggregate setting beds.

7 1.2 ACTION SUBMITTALS

8 A. Product Data: For materials other than water and aggregates.

9 B. LEED Submittals:

- 10 1. Product Certificates for Credit MR 5: For products and materials required to comply with
11 requirements for regional materials, certificates indicating location of material
12 manufacturer and point of extraction, harvest, or recovery for each raw material. Include
13 statement indicating distance to Project, cost for each regional material, and fraction by
14 weight that is considered regional.

15 C. Samples for unit pavers and accessories.

16 1.3 PROJECT CONDITIONS

- 17 A. Cold-Weather Protection: Do not use frozen materials or build on frozen sub-grade or setting
18 beds.

19 PART 2 - PRODUCTS

20 2.1 CONCRETE PAVERS – Owner Furnished Contractor Installed

- 21 A. Regional Materials: Provide concrete pavers that have been manufactured within 500 miles (800
22 km) of Project site from aggregates and cement that have been extracted, harvested, or
23 recovered, as well as manufactured, within 500 miles (800 km) of Project site.

- 24 B. Concrete Pavers: Solid paving units complying with ASTM C 1491, made from lightweight
25 concrete.

26 1. Manufacturer/ Product:

- 27 a. Wausau Tile, Inc. / Tectura Designs, Wausau Pavers, Granitex

1 <http://www.tecturadesigns.com>

2 <http://www.wausaumade.com>

- 3 2. Thickness: 2-3/8" inches.
- 4 3. Face Size and Shape: 12 inches (305 mm) square and 24 inches square (610 mm) as
- 5 indicated on Drawings.
- 6 4. Color: Match existing.

7 2.2 AGGREGATE SETTING-BED MATERIALS

- 8 A. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D 448 for
- 9 Size No. 8, base material requirements in Section 31 20 00 "Earth Moving" for base course.
- 10 B. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with
- 11 gradation requirements in ASTM C 33 for fine aggregate.
- 12 C. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing
- 13 No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
- 14 D. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in
- 15 granular, liquid, or wettable powder form.

16 PART 3 - EXECUTION

17 3.1 INSTALLATION, GENERAL

- 18 A. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors
- 19 and textures.
- 20 B. Cut unit pavers with motor-driven masonry saw equipment to provide pattern indicated and to
- 21 fit adjoining work neatly. Use full units without cutting where possible.
- 22 1. For concrete pavers, a block splitter may be used.
- 23 C. Joint Pattern: Match existing.
- 24 D. Tolerances: Do not exceed 1/16-inch (1.6-mm) unit-to-unit offset from flush (lippage) nor 1/8
- 25 inch in 24 inches (3 mm in 600 mm) and 1/4 inch in 10 feet (6 mm in 3 m) from level, or
- 26 indicated slope, for finished surface of paving.
- 27 E. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths
- 28 indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise
- 29 indicated; where unfilled joints are indicated, provide temporary filler until paver installation is
- 30 complete. Install joint filler before setting pavers. Sealant materials and installation are specified
- 31 in Section 079200 "Joint Sealants."
- 32 F. Reuse existing edge restraint (concrete curb). Reset any units that have settled or shifted prior to
- 33 setting pavers.

- 1 3.2 AGGREGATE SETTING-BED APPLICATIONS
- 2 A. Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density.
- 3 B. Place aggregate base, compact by tamping with plate vibrator, and screed to depth indicated.
- 4 C. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12
5 inches (300 mm).
- 6 D. Place leveling course and screed to a thickness of 1-1/2 inches (25 to 38 mm), taking care that
7 moisture content remains constant and density is loose and uniform until pavers are set and
8 compacted.
- 9 E. Treat leveling course with herbicide to inhibit growth of grass and weeds.
- 10 F. Set pavers with a minimum joint width of 1/16 inch (1.5 mm) and a maximum of 1/8 inch (3
11 mm), being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand
12 tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that
13 exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.
- 14 G. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to
15 5000-lbf (16- to 22-kN) compaction force at 80 to 90 Hz.
- 16 H. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate
17 pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight
18 surplus of sand on the surface for joint filling.

19 **END OF SECTION**

SECTION E: BIDDERS ACKNOWLEDGEMENT

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 7737**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this _____ day of _____, 20_____.

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

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

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 7737

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

<p>Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.</p>			
<p>(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.</p> <p>(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.</p> <p>(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.</p> <p>(A) The contractor, or a shareholder, officer or partner of the contractor:</p> <p style="margin-left: 20px;">(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.</p> <p style="margin-left: 20px;">(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.</p> <p>(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.</p>			
Other Construction Business			
Not Applicable <input type="checkbox"/>			
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
<p>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</p>			
Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 7737**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 7737

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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

Seal PRINCIPAL

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 _____, 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

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Sixteen between _____ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted _____, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of _____ (\$ _____) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

“Employees working on the project” means laborers, workers, and mechanics employed directly upon the site of work.

“Laborers, Workers, and Mechanics” include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer’s objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor’s subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor’s subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor’s weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee’s rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee’s classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

Article VIII

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

Article IX

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

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

7. Contractor Hiring Practices.

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

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

c. Exemptions: This section shall not apply when:

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

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

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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

		Company Name	
_____	Date	_____	Date
Witness		President	
_____	Date	_____	Date
Witness		Secretary	

CITY OF MADISON, WISCONSIN

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

Approved as to form:

_____		_____	
Finance Director		City Attorney	
Signed this _____ day of _____, 20_____			
_____		_____	Date
Witness		Mayor	
_____		_____	Date
Witness		City Clerk	

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as _____ principal, _____ and

Company of _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of _____ (\$_____) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

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in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this _____ 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 National Producer Number _____ for the year _____, 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

SECTION J: PREVAILING WAGE RATES
NOT APPLICABLE