

# RUSH

## Contract Routing Form

ROUTING: Urgent Rush

printed on: 11/03/2016

Contract between: Joe Daniels Construction Co., Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Demolition - 217 N First St

Contract No.: 7816  
Enactment No.: RES-16-00814  
Dollar Amount: 69,659.30 ✓

File No.: 44598  
Enactment Date: 11/02/2016

*Contract approved & posted in Memo  
KIS*

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11-3-2016	11-3-2016
Director of Civil Rights	11.3.16	11.3.16
Risk Manager	11/4/16	11/4/16 / RB
Finance Director	11/4/16 ✓	11/4/16 DPS
City Attorney 16-1302	11/4/16	11/4/16
Mayor	11.4.16	11.7.16

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

11/03/2016 11:53:48 enjls - Randy Wiesner, 267-8679

# RUSH

Dis Rights: OK / ~~N/A~~ / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: See Above  
AA Plan: APPROVED  
Amendment / Addendum # \_\_\_\_\_  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / ~~PW~~ / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 44598      **Version:** 1      **Name:** Awarding Public Works Contract No. 7816, Demolition - 217 N. First St.  
**Type:** Resolution      **Status:** Passed  
**File created:** 9/27/2016      **In control:** BOARD OF PUBLIC WORKS  
**On agenda:** 11/1/2016      **Final action:** 11/1/2016  
**Enactment date:** 11/2/2016      **Enactment #:** RES-16-00814  
**Title:** Awarding Public Works Contract No. 7816, Demolition - 217 N. First St.  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. Contract 7816.pdf

Date	Ver.	Action By	Action	Result
11/1/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
10/19/2016	1	BOARD OF PUBLIC WORKS		
9/27/2016	1	Engineering Division	Refer	

In the adopted 2016 capital budget Engineering - Bike/Ped has budgeted \$680,000 for improvements to the City's existing bike paths within the Bikeways Program (MUNIS 10138). The minor project for the East Johnson St. path is established with sufficient funding for the proposed work in this resolution. Funding is provided by GO borrowing.

The proposed amendment awards the contract at a total estimated cost of \$75,230.

MUNIS:  
10461-403-110:54250 (91240) - \$75,230

Awarding Public Works Contract No. 7816, Demolition - 217 N. First St.  
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7816) for itemization of bids.

*KLS*  
*SOR*

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 7816  
DEMOLITION – 217 N. FIRST ST.

JOE DANIELS CONSTRUCTION CO., INC. \$69,659.30

Acct. No. 10461-403-110:54250 (91240) \$69,659.30  
Contingency 8%± 5,570.70

GRAND TOTAL \$75,230.00

**SBS** License Services  
 National Association of Insurance Commissioners  
 Wisconsin Office of the Commissioner of Insurance  
**WISCONSIN**  
 Office of the Commissioner of Insurance

## Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

**Agent Information**

**Licensee Name:** PATRICK A MCKENNA  
**License Number:** 0000650765  
**NPN:** 650765  
**Report Date:** 11/01/2016

### Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
ACE Property and Casualty Insurance Company	111657	20699	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
ACE Property and Casualty Insurance Company	111657	20699	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/14/2007
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/14/2007
American Economy Insurance Company	110417	19690	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/10/1998
American Economy Insurance Company	110417	19690	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/10/1998
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
BITCO General Insurance Corporation	111760	20095	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/30/2005
BITCO General Insurance Corporation	111760	20095	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/30/2005
BITCO National Insurance Company	110855	20109	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/30/2005
BITCO National Insurance Company	110855	20109	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/30/2005
Bankers Standard Insurance Company	111749	18279	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999

Bankers Standard Insurance Company	111749	18279	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Chubb Indemnity Insurance Company	110968	12777	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Chubb Indemnity Insurance Company	110968	12777	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Chubb National Insurance Company	110937	10052	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Chubb National Insurance Company	110937	10052	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2007
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2007
Executive Risk Indemnity Inc.	110868	35181	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Executive Risk Indemnity Inc.	110868	35181	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Federal Insurance Company	110713	20281	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Federal Insurance Company	110713	20281	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/23/1996
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/23/1996
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/16/2007
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/16/2007
Great Northern Insurance Company	112061	20303	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Great Northern Insurance Company	112061	20303	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
HDI Global Insurance Company	110876	41343	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/08/2005
HDI Global Insurance Company	110876	41343	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/08/2005
Indemnity Insurance Company of North America	111949	43575	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/06/2016
Indemnity Insurance Company of North America	111949	43575	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/06/2016
Insurance Company of North America	111211	22713	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
Insurance Company of North America	111211	22713	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Merchants Bonding Company (Mutual)	111779	14494	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/20/2007
Merchants National Bonding, Inc.	110323	11595	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/06/2013
Middlesex Insurance Company	111162	23434	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/23/2015
Middlesex Insurance Company	111162	23434	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/23/2015
Midwest Family Mutual Insurance Company	112145	23574	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/11/2014

Midwest Family Mutual Insurance Company	112145	23574	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/11/2014
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/18/2000
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/18/2000
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/07/2007
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/07/2007
Pacific Employers Insurance Company	111870	22748	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/23/1999
Pacific Employers Insurance Company	111870	22748	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/23/1999
Pacific Indemnity Company	111871	20346	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Pacific Indemnity Company	111871	20346	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/01/2013
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/01/2013
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/16/2007
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/16/2007
SOCIETY INSURANCE, a mutual company	110541	15261	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/15/2010
SOCIETY INSURANCE, a mutual company	110541	15261	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/15/2010
Sentry Insurance a Mutual Company	110205	24988	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/13/2015
Sentry Insurance a Mutual Company	110205	24988	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/13/2015
Travelers Casualty Insurance Company of America	110844	19046	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Casualty Insurance Company of America	110844	19046	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/04/2008
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/04/2008
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/26/2007
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/26/2007
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/26/1996

United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/26/1996
United Wisconsin Insurance Company	111215	29157	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2003
Vigilant Insurance Company	111800	20397	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/12/2008
Vigilant Insurance Company	111800	20397	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/12/2008
Washington International Insurance Company	111508	32778	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2001
Washington International Insurance Company	111508	32778	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2001
West Bend Mutual Insurance Company	110833	15350	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/13/2008
West Bend Mutual Insurance Company	110833	15350	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/13/2008
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/01/2013
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/01/2013
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/21/2003
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1999
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1999



\$69,659.30

CONTRACTOR'S OFFICE COPY

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DEMOLITION - 217 N. FIRST ST.

CONTRACT NO. 7816

MUNIS NO. 10461

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON NOVEMBER 1, 2016

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



DEMOLITION - 217 N. FIRST ST.  
CONTRACT NO. 7816

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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: rw

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	DEMOLITION - 217 N. FIRST ST.
CONTRACT NO.:	7816
BID BOND	5%
PRE-BID WALK THROUGH (2:00 P.M.)	OCTOBER 3, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	SEPTEMBER 30, 2016
BID SUBMISSION (1:00 P.M.)	OCTOBER 7, 2016
BID OPEN (1:30 P.M.)	OCTOBER 7, 2016
PUBLISHED IN WSJ	SEPTEMBER 23 & 30, 2016

**PRE-BID WALK THROUGH:** A Pre-Bid Walk through is scheduled for Monday, October 3, 2016 at 2:00 p.m. Contractors shall meet in the open park space to the north of the property at the designated time.

There is no parking permitted on N First St. or on E. Johnson St. Contractors attending the walk through will be required to park on side streets in the vicinity (E. Dayton, E. Mifflin, N. Second St.) and walk to the project site. The adjacent driveway is not part of this property and will not be available for use.

**Questions and Clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference DEMOLITION - 217 N. FIRST ST. Bid documents in the subject line.

The deadline for receiving questions and clarifications shall be 12:00PM (noon) on Tuesday, October 4, 2016. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison shall publish any addendums no later than 12:00PM on Wednesday, October 5, 2016 to respond to any questions or clarifications.

**PREQUALIFICATION APPLICATION:** Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101  Asbestos Removal  
 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
 8  State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### DEMOLITION - 217 N. FIRST ST. CONTRACT NO. 7816

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 102.1 PREQUALIFICATION OF BIDDERS

Prime contractors bidding this contract shall be prequalified in at least one of the four (4) categories below:

- **Asbestos Removal (category 101) or Hazardous Material Removal (category 429).**
  - Contractor must be prequalified by the date indicated on page A-1 of the bidding documents.
    - Existing prequalified contractors shall ensure that existing State of Wisconsin Certifications on file shall not expire during the execution of this contract. Or provide updated certificates as needed before bid opening.
    - New contractors prequalifying for this bid shall provide State of Wisconsin Certifications. Certifications shall not expire during the execution of this contract.
  - Required State of Wisconsin Certifications for Asbestos and Lead as described in Section 108.2 below.
- **Building Demolition (category 110) or General Building Construction, Equal or less than \$250,000 (category 415).**
  - Contractor must be prequalified by the date indicated on page A-1 of the bidding documents.
  - Contractor will be required to hire a sub-contractor with State of Wisconsin Certifications for Asbestos and Lead as described in Section 108.2 below.
    - The apparent low bidding General Contractor shall provide scanned copies (in PDF format) of all certifications for his/her sub-contractor to the City Project Manager email address as noted at the end of these Special Provisions. The email shall be received **NO LATER THAN 4:00PM Tuesday, October 11, 2016. Failure to respond to this deadline will result in disqualification of bid as Non-responsible.**
    - Certifications shall not expire during the execution of this contract.

#### SECTION 102.8 EXAMINATION OF SITES OF WORK

The Pre-Bid Walk through is scheduled for Monday, October 3, 2016 at 2:00 p.m. Contractors shall meet in the open park space to the north of the property at the designated time.

There is no parking permitted on N First St. or on E. Johnson St. Contractors attending the walk through will be required to park on side streets in the vicinity (E. Dayton, E. Mifflin, N. Second St.) and walk to the project site. The adjacent driveway is not part of this property and will not be available for use.



**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 103                    AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00 p.m. on Thursday, November 3, 2016.** Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday November 2, 2016.

**ARTICLE 104                    SCOPE OF WORK**

This contract is for the remediation and demolition of the structures and landscape features located at 217 N. First St. The work in this contract shall be as described in the plans, specifications, and bid item summaries shall include but not be limited to all of the following:

- Removal of all hazardous materials and devices according to all regulatory codes, provide copies of the manifests to the Project Manger.
- Coordinate the removal of items being salvaged by others according to the Recycle and Reuse plan, provide copies of the manifests to the Project Manger.
- Demolition and removal of the structures (including footings, foundations, basement floors, and all service laterals), recycle building materials, provide copies of the manifests to the Project Manger.
- Site work including the removal of trees, fencing, concrete retaining wall, concrete steps back filling the excavations. Re-grading of the site as needed to create a neat appearance, seeding and protective matting as specified in these special provisions.

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.

In addition the Contractor shall include all costs of permits, disposal, equipment rental, and any other costs whatsoever which may be required for execution of this contract.

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

This contract is to be performed at 217 N First St. The Contractor shall only be allowed access to the site with equipment through the designated access route as indicated on Exhibit A – Site and Demolition Plans (through the adjacent City Park Open Space).

The Contractor shall follow all specified erosion control methods, restoration requirements, and Traffic Control Plans as provided with these plans and specifications.

The contractor shall contain all demolition and construction activities within the property lines of the project site and shall not encroach nor disturb the parcel to the north (except for project access) nor the parcel to the east. Any disturbance to properties on the adjacent parcels shall be repaired or replaced, to standard city specifications, by the contractor, at no additional expense to this contract.

#### **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 Contractor and all Sub-contractors shall be responsible for reviewing all exhibits that may affect their understanding of the work to be performed under this contract.

- The City Standard Specification, 2016 Edition;  
<http://www.cityofmadison.com/business/pw/speccs.cfm>
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – Site and Demolition Plans, PDF
- Exhibit B – Traffic Control Plan, PDF
- Exhibit C – Asbestos Sampling Report, PDF
- Exhibit D – Reuse and Recycling Plan, PDF
- Exhibit E – Additional Specifications, PDF

#### **SECTION 104.8      REMOVALS**

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris the contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts.

#### **SECTION 104.11      FINAL CLEANUP**

Prior to final walk through the Contractor shall perform a thorough final site cleanup including but not limited to all of the following:

- Construction limits fencing and traffic control signage removed
- All erosion control measures have been removed
- Site is evenly graded, seeded, and erosion matting is properly staked
- Sidewalk and traffic lanes are clean of dirt, stone, and debris

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

The Contractor shall be responsible for coordinating all required inspections with the appropriate regulatory agency having jurisdiction.

**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 City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

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 105.12        COOPERATION BY THE CONTRACTOR**

The Contractor shall be responsible for all temporary facilities including heat, water, electricity, toilet facilities, etc as needed. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility.

The Contractor shall work cooperatively with any other individual, contractor, or volunteer organization designated as having an interest in recovering items within the structure for reuse/repurposing according to the goals of the Recycling and Reuse plan. This shall include but not be limited to window/door/base moldings, light fixtures, doors, etc. The Contractor shall allow sufficient time between asbestos removal and demolition to execute the removal of all designated items. This is estimated to be approximately 3 days of work.

The Contractor shall provide the adjacent property owners and/or tenants with a 3 working day notice prior to starting work on the site.

**SECTION 107.2        PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work according to Specification 01 76 00 (see Exhibit E).

The Contractor shall take extreme care with protecting the garage, driveway, and house on the property adjacent to the project site. The Contractor with the Project Manager shall walk the site and record the condition of existing adjacent items, with photos, to create a benchmark for restoration if needed.

**SECTION 107.7        MAINTENANCE OF TRAFFIC**

The Contractor shall be responsible for execution of the complete Traffic Control Plan. The Traffic control plan includes all of the following:

- The eastbound bike lane and right traffic lane of E. Johnson St. may be closed on weekdays (Monday-Friday) from 9:00 AM to 4:00 PM and on Saturdays between 7:00 AM and 7:00 PM (see Section 109.2 below) for the execution of this contract.
  - All barrels, barricades, and detour signs shall be setup daily no sooner than the indicated start times of 9:00 AM during weekdays and 7:00 AM on Saturdays.
  - All barrels, barricades, and detour signs shall be removed daily prior to the indicated end times of 4:00 PM on weekdays and 7:00 PM on Saturdays.
  - Barrels, barricades and signage shall be removed completely from the traffic lane, bike lane, and sidewalk. Place all items on the terrace between the curb and sidewalk.
    - All dirt and debris shall be mechanically swept from the traffic lanes and the sidewalk prior to the removal of the traffic control items.
- The following traffic control signage, barrels, and barricades shall be placed according to the City provided Traffic Control Plan (Exhibit B) of this contract.
  - The lane shall be closed with traffic barrels and a "left arrow" sign (W1-6L) on a Type III barricade with proper, MUTCD advanced warning signs for a right lane closure.
  - An electronic, flashing arrow board shall be used in place of the arrow sign any time the closure is in place after sunset and before sunrise.
  - A "Bike's May Use Full Lane" sign shall be placed on the first traffic barrel.

- Both right turn lanes on N. First Street shall remain open at all times.
- The sidewalk on E. Johnson Street may be closed and detoured to E. Dayton Street and N. Second Street with a signed detour for both directions of travel.

#### **SECTION 107.8            NOTIFICATION WHEN CLOSING STREET**

The Contractor shall notify Traffic Engineering, Tom Mohr ([TMohr@cityofmadison.com](mailto:TMohr@cityofmadison.com), 608-267-8725) a minimum of 48 hours in advance of beginning this contract. Notice shall not include Saturdays, Sundays, or holidays. The Contractor shall also notify Tom upon completion of the project.

The Contractor shall notify Metro Transit, Katie Sellner ([KSellner@cityofmadison.com](mailto:KSellner@cityofmadison.com), 608-261-9633) at least one week in advance of construction to provide Metro Transit sufficient time to relocate the adjacent bus stop. The Contractor shall also notify Katie upon completion of the project.

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

The Contractor shall be fully responsible for all applications, fees, and permits (except as noted below) associated with abatement, demolition, and inspection to meet all applicable codes.

- The following list indicates permits already in progress by the Owner and the responsibility of the Owner or the Contractor for finalizing and obtaining each:
  - Wisconsin Department of Natural Resources (WDNR) Form 4500-113 Notification of Demolition and/or Renovation and application for Permit Exemption was not required for this project.
  - Razing Permit. The Owner will have completed all required plan reviews necessary for the obtaining the Raze Permit prior to the Contractor receiving the Start Work Letter. The Contractor shall be responsible for obtaining and paying for the required Raze Permit; for scheduling all required inspections; and for closing the permit. The Contractor shall provide copies of the permit and closing report to the Project Manager.
  - Erosion Control Permit (ECP). The Owner has completed and obtained the required ECP permit.
    - The Contractor shall be responsible for installing, maintaining, and removing all erosion control measures for the duration of the contract.
    - The Project Manager shall coordinate access to the ECP reporting site with the Contractor prior to beginning work on the project site.
    - The Contractor shall be responsible for any required rain event reports that must be filed under the ECP.
    - The Contractor shall be responsible for closing the ECP upon completion of the project.
  - Sewer Plug Permit. The owner has completed and obtained the required sewer plugging permit.
    - City Engineering Operations Section shall be responsible for plugging the sewer lateral in the access structure located in N. First St.
    - The Contractor shall be responsible for plugging the sewer lateral at the property line and for scheduling the inspection of the plug prior to beginning backfill operations.

The following supervisory licenses/certifications are required for this bidding contract. Individual worker licenses need not be supplied until requested by the Project Manager.

- State of Wisconsin Department of Health Services – Asbestos Company Primary
- State of Wisconsin Department of Health Services – Lead (Pb) Company
- State of Wisconsin Department of Health Services – Asbestos Inspector
- State of Wisconsin Department of Health Services – Asbestos Supervisor
- State of Wisconsin Department of Health Services – Lead (Pb) Risk Assessor
- State of Wisconsin Department of Health Services – Lead (Pb) Abatement Supervisor

All licenses shall be valid from bid opening through the completion of this contract.

**SECTION 109.2      PROSECUTION OF WORK**

At the Contractors option work for this contract may be performed on Saturdays between the hours of 7:00 AM and 7:00 PM. No work will be allowed on Sundays or holidays. All traffic control measures shall be installed according to Section 107.7 above.

**SECTION 109.7      TIME OF COMPLETION**

The contract shall be **COMPLETED NO LATER THAN December 16, 2016**. This shall include final inspections completed by the City Project Manager or City Construction Manager, and other regulatory inspections as required.

**SECTION 207.3(a) and (b)      TERRACE SEEDING, TEMPORARY SEEDING**

The Contractor shall provide and install Sun Terrace Seeding with a Cover Crop of seed oats on all disturbed top soil after final grading has been inspected by the Project Manager. Install seed types at the rates specified in the City Standard Specifications.

**SECTION 210.1(b)      CONSTRUCTION ENTRANCE**

The Contractor shall provide and install a stone tracking pad according to WDNR Conservation Practice 1057 and a 3/4" plywood runway as indicated on the demolition plan. Tracking pad shall provide sufficient space for removing mud/dirt from vehicle tires. Plywood runway is to minimize damage to existing park green space.

**SECTION 210.1(e)      SILT SOCK (8 inch)**

The Contractor shall provide, install, maintain, and remove the 8 inch silt sock indicated on the erosion control plan. Installation shall include the initial installation in the terrace and relocation as necessary to the property side of the sidewalk as final grading is completed.

**SECTION 210.1(f)      INLET PROTECTION TYPE D COMPLETE**

The Contractor shall provide, install, maintain, and remove inlet protection as indicated in the demolition plan according to WDNR Conservation Practice 1060.

**SECTION 210.2(c)      EROSION MATTING**

The Contractor shall provide, install, and maintain Class I Urban Type B over all disturbed areas after final grading and seeding have been completed.

**STANDARD BID ITEMS**

**BID ITEM 10701 – Traffic Control**

**DESCRIPTION:** BID ITEM 10701 shall include all MUCD approved signage, barrels and barricades as indicated in Section 107.7 above and in Exhibit B – Traffic Control Plan.

**Barrels and signage shall be installed each morning and removed each afternoon as noted in the Section 107.7 above. The Contractor shall account for all extra material and labor associated with the daily setup and tear down of this bid item for the duration of the project.**

**METHOD OF MEASUREMENT:** BID ITEM 10701 shall be measured as LUMP SUM of the entire contract as indicated in the plans and specifications.

**BASIS OF PAYMENT:** BID ITEM 10701 shall be paid at the contract unit price upon completion of final site work and complete removal of all traffic control measures.

**BID ITEM 20109 – Finish Grading**

**DESCRIPTION:** BID ITEM 20109 shall include all cutting, filling, and uniform final grading of top soils, after backfilling the basement depression, in preparation for seeding and matting.

**METHOD OF MEASUREMENT:** BID ITEM 20109 shall be measured as LUMP SUM of and shall include the grading of existing top soil, and the Contractor providing up to 20 cubic yards of additional top soil as needed to achieve the grading indicated in the plans and specifications.

**BASIS OF PAYMENT:** BID ITEM 20109 shall be paid at the contract unit price for the final grading and preparation of the site prior to seeding and matting.

**BID ITEM 20205– Select Fill (Clean Fill)**

**DESCRIPTION:** BID ITEM 20205 shall include clean compactable fill (no clay) or select fill as described in sections 202.2(a) and 202.2(b) of the City Standard Specifications. This bid item shall include the purchase, transportation, placement and machine compaction of the fill material.

**METHOD OF MEASUREMENT:** BID ITEM 20205 shall be measured as CY (cubic yard) fill material required for filling the basement depression to approximately 6" below existing grade.

**BASIS OF PAYMENT:** BID ITEM 20205 shall be paid at the contract unit price for all fill material necessary to backfill the basement depression. If the Contractor elects to use tracking pad material as part of the clean fill the contractor shall provide a credit of equal measurement to this bid item at the time of final contract reconciliation.

**BID ITEM 20404 – Clearing**

**DESCRIPTION:** BID ITEM 20404 shall include the complete removal of all trees and shrubs as indicated in the plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 20404 shall be measured as LUMP SUM for all trees and shrubs indicated on the demolition sheet of the plan set.

**BASIS OF PAYMENT:** BID ITEM 20404 shall be paid at the contract unit price for the complete clearing of the project site.

**BID ITEM 20409 – Grubbing**

**DESCRIPTION:** BID ITEM 20409 shall include the complete removal of all stumps and roots as indicated in the plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 20409 shall be measured as LUMP SUM for all trees and shrubs indicated on the demolition sheet of the plan set.

**BASIS OF PAYMENT:** BID ITEM 20409 shall be paid at the contract unit price for the complete clearing of the project site.

**BID ITEM 20701 – Terrace Seeding**

**DESCRIPTION:** BID ITEM 20703 shall include the temporary seeding of all disturbed top soil after final grading.

**METHOD OF MEASUREMENT:** BID ITEM 20703 shall be measured as SY (square yard) for all areas seeded.

**BASIS OF PAYMENT:** BID ITEM 20703 shall be paid at the contract unit price for the total square yardage.

**BID ITEM 21004 – Construction Entrance**

**DESCRIPTION:** BID ITEM 21004 shall include the complete installation, maintenance and removal of the stone tracking pad and plywood runway as indicated on the demolition plan. At the contractors option the stone tracking pad material can be used as part of the clean fill for bid item 20205 above.

**METHOD OF MEASUREMENT:** BID ITEM 21004 shall be measured as EACH for the completed installation.

**BASIS OF PAYMENT:** BID ITEM 21004 shall be paid at the contract unit price for the completed installation and removal.

**BID ITEM 21013 – Street Sweeping**

**DESCRIPTION:** BID ITEM 21013 shall include mechanical sweeping of E. Johnson St. traffic lanes and the sidewalks adjacent to the project site. Street sweeping shall be performed as often as necessary prior to re-opening the street and sidewalk to normal traffic each day.

**METHOD OF MEASUREMENT:** BID ITEM 21013 shall be measured as LUMP SUM for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21013 shall be paid at the contract unit price upon completion of the contract.

**BID ITEM 21018 – Silt Sock (8 inch) - Complete**

**DESCRIPTION:** BID ITEM 21018 shall include the complete installation, maintenance, and removal of the silt sock erosion control measure for the duration of this contract.

**METHOD OF MEASUREMENT:** BID ITEM 21018 shall be measured as LF (lineal feet) of silt sock installed.

**BASIS OF PAYMENT:** BID ITEM 21018 shall be paid at the contract unit price upon completion of the contract.

**BID ITEM 21041 – Inlet Protection Type D - Complete**

**DESCRIPTION:** BID ITEM 21041 shall include installation, maintenance and removal of inlet protection as noted in the plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 21041 shall be measured as EACH for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21041 shall be paid at the contract unit price upon completion of the contract and the complete removal of the protection devices installed.

**BID ITEM 21062 – Erosion Matting**

**DESCRIPTION:** BID ITEM 21062 shall include the complete installation of erosion matting after all disturbed areas have received final grading and seeding.

**METHOD OF MEASUREMENT:** BID ITEM 21062 shall be measured as SY (square yard) for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21062 shall be paid at the contract unit price upon completion of the contract.



## NON STANDARD BID ITEMS

### NOTES:

1. *All non standard bid items associated with the removal of suspected materials are listed as they appear in the asbestos report.*
2. *The proposal page shows the total quantities of distinct like items.*
3. *All bid items include the general area clean up of all suspect materials and demolition materials associated with the removal of the bid item.*
4. *Bid items shall include any costs associated with proper disposal of the bid item.*

The City shall pay based on the quantities listed on the proposal page unless justifiable means are submitted to, and verified by the City Project Manager, where the quantities are proven to be substantially different.

### BID ITEM 90001 – Window Glazing

**DESCRIPTION:** BID ITEM 90001 shall include the removal and proper disposal of complete window units identified in the asbestos inspection report as containing asbestos in the glazing.

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as EACH window unit removed for the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price for the total window units removed.

### BID ITEM 90002 – Sheet Vinyl and Mastic

**DESCRIPTION:** BID ITEM 90002 shall include the complete removal and proper disposal of sheet vinyl and mastic identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as SF (square feet) of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90002 shall be paid at the contract unit price for the total square footage removed.

### BID ITEM 90003 – Asbestos Paper-Ductwork

**DESCRIPTION:** BID ITEM 90003 shall include the complete removal and proper disposal of asbestos paper on all ductwork as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90003 shall be measured as SF (square feet) of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90003 shall be paid at the contract unit price for the total square footage removed.

### BID ITEM 90004 – Asbestos Paper-Electrical Boxes

**DESCRIPTION:** BID ITEM 90004 shall include the complete removal and proper disposal of asbestos paper from behind electrical boxes as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90004 shall be measured as SF (square feet) of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90004 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90005 – Roofing Paper-Garage**

**DESCRIPTION:** BID ITEM 90005 shall include the complete removal and proper disposal of roofing paper currently attached to the garage roof as well as material that is comingled on the ground inside the garage, as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90005 shall be measured as LUMP SUM of the entire contract as indicated in the asbestos inspection report. The asbestos inspection report indicates approximately 360 SF of roof. This bid item is being measured as Lump Sum since the removal is comingled with other trash and debris inside the garage. Measurement shall also include all means and methods required for proper removal in the Lump Sum cost.

**BASIS OF PAYMENT:** BID ITEM 90005 shall be paid at the contract unit price for the total removal of this item.

**BID ITEM 90006 – Asphalt Roofing & Tar Paper-Residence**

**DESCRIPTION:** BID ITEM 90006 shall include the complete removal and proper disposal of all asphalt roofing and tar paper currently attached to the residence roof as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90006 shall be measured as SF (square feet) of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90006 shall be paid at the contract unit price for the total removal of this item.

**BID ITEM 90007 – Tar Paper-Under Siding**

**DESCRIPTION:** BID ITEM 90007 shall include the complete removal and proper disposal of all tar paper underlayment below exterior siding as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90006 shall be measured as SF (square feet) of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90007 shall be paid at the contract unit price for the total removal of this item.

**BID ITEM 90008 – Other Hazardous Materials**

**DESCRIPTION:** BID ITEM 90008 shall include the complete removal and proper disposal of Other Hazardous Materials as identified in the asbestos inspection report.

**METHOD OF MEASUREMENT:** BID ITEM 90008 shall be measured as LUMP SUM of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90008 shall be paid at the contract unit price for the total removal of this item.

**BID ITEM 90009 – Demolition of Structures**

**DESCRIPTION:** BID ITEM 90009 shall include the complete removal and proper disposal of all structures from the site. This bid item shall include but not be limited to all of the following:

- Residence. Residence removal will include the complete removal of all structure contents from the house, removal of wooden structure above grade, removal of foundation walls,

footings, and basement floor. This shall include front and back porches and any related foundation items supporting them.

- Shed. Shed removal shall include the complete removal of all shed material above grade, and the removal of any foundation walls, footings, or flooring material that may be present.
- Exterior. Exterior removals shall include the complete removal the chain link fence, concrete retaining wall, front walk steps.
- Utilities. Utility removals shall include all contractor coordination and fees required for disconnect and removal of all service laterals to the property line.
  - Sanitary Sewer Plugging Permit. The application and fees have been submitted by the Project Manager. City Engineering will pug the lateral in the street at the access structure. The Contractor shall remove the lateral to the property line, plug it in accordance with Public Works requirements and request City Engineering inspection before backfilling the structural depression.
  - Gas and Electrical. The Project Manager has provided preliminary information to MG&E for this parcel. Contractor shall finalize all coordination and scheduling no less than 10 working days in advance of starting demolition.
  - Water. The meter has already been removed and there are no private wells on the property requiring abandonment. The Contractor shall notify Madison Water Utility, Matt Grauvogl ([mgrauvogl@madisonwater.org](mailto:mgrauvogl@madisonwater.org), 608-266-5986) a minimum of 5 days in advance of starting demolition to verify the curb stop is shut off. Contractor shall locate the water lateral outside of the foundation without damaging the lateral or curb stop. Cut and cap the lateral prior to backfilling the basement. No further inspection by Water Utility is required.
  - Miscellaneous Utilities. The Contractor shall be responsible for making contact with all other related utilities at least 5 working days prior to beginning demolition.
  - Inspections. The Contractor shall be responsible for contacting and acquiring all required inspections of utilities and any required regulatory inspections.

**METHOD OF MEASUREMENT:** BID ITEM 90009 shall be measured as LUMP SUM for all of the items listed above. The Contractor shall provide the Project Manager with all final inspection reports for completion of this bid item.

**BASIS OF PAYMENT:** BID ITEM 90009 shall be paid at the contract unit price for the total removal of this item.

#### POINTS OF CONTACT

Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner  
PH: (608) 267-8679  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)  
210 Martin Luther King Jr Blvd  
Room 115  
Madison, WI 53703

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SECTION 00 31 46  
PERMITS

PART 1 – GENERAL ..... 1

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**PART 1 – GENERAL**

**1.1. SUMMARY**

- A. Each project has varying requirements for permits, inspections, and fees based on the scope, size, and location of the project.
- B. The City of Madison (Owner) is subject to all permits, inspections and associated fees for construction, demolition, utility connection, storm water management, and other similar requirements that may be required to complete the scope of work associated with these contract documents.
- C. The General Contractor (GC) shall be responsible for obtaining all permits, inspections and paying for all associated fees unless specifically identified within this specification.

**1.2. REFERENCES**

- A. The following references are not intended to be all inclusive. It shall be the GC's responsibility to determine all requirements based on the scope of work in the contract documents.
- B. City of Madison Ordinances: Review all ordinances that may require a permit or fee that may be connected with a required permit. Contact the following City Agencies to determine the exact requirements during bidding
  - 1. Building Inspection
  - 2. Zoning
  - 3. Engineering
  - 4. Water Utility
  - 5. Traffic Engineering
  - 6. Others as may be specified by the contract documents.
- C. State Statutes
- D. Other Regulatory Regulations
- E. Other Agencies or companies that may have related requirements
  - 1. Madison Metropolitan Sewerage District
  - 2. Local gas and electric utility companies
  - 3. Other utility companies

**1.3. GENERAL CONTRACTORS REQUIREMENTS**

- A. The GC shall be responsible for all of the following:
  - 1. Execute application for all required permits as may be required by the scope of work described within the contract documents.
  - 2. Paying all fees associated with the application of any required permits.
  - 3. Scheduling all required inspections that may be conditions of any required permits.
- B. The GC shall provide high quality scanned images of all required permits and inspections and upload them to the Contract Documents-Regulatory Documents Library on the Project Management Web Site.

**PART 2 – PRODUCTS – THIS SECTION NOT USED**

**PART 3 – EXECUTION – THIS SECTION NOT USED**

END OF SECTION

SECTION 01 32 33  
PHOTOGRAPHIC DOCUMENTATION

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**PART 1 – GENERAL**

**1.1. SCOPE**

- A. The General Contractor (GC) shall be required to take digital photographs of adjacent properties before and after demolition is complete to provide a benchmark for any potential restoration requirements.

**PART 2 – PRODUCTS - THIS SECTION NOT USED**

**PART 3 - EXECUTION**

**3.1. REQUIREMENTS FOR DIGITAL PHOTOGRAPHS**

- A. All digital photographs shall be taken with a good quality digital camera, cell phone, tablet, and other such digital device.
- B. Digital photographs shall be properly zoomed in/out to capture a specific level of detail as necessary.
- C. Digital photographs shall be formatted to achieve a good, clear, and detailed image where the final file size is between 600 KB and 1.2 MB (1200KB).
- D. The camera default naming convention is acceptable. The GC does not need to rename or specifically identify pictures in the title.
- E. All digital photographs shall be saved in a JPEG (.jpg) format.

**3.2. PICTURE CONTENT**

- A. The GC shall take perimeter photographs of all of the following:
  - 1. Metro Bus stop.
  - 2. Sidewalks, every 20 feet (+/-), both streets with sufficient detail and repetitiveness to capture existing defects. Mark the sidewalk so end of contract photo can be taken from approximately the same position.
  - 3. Adjacent Property (213 N First St).
    - a. Asphalt driveway particularly the edge along the demolition area.
    - b. House, driveway side once from each corner
    - c. Garage, property line side, once from each corner and one of the roof
  - 4. Adjacent Property (Parks Division Open Space) sufficient photos of the area to be used for project access

**3.3. DOCUMENTATION**

- A. The GC shall provide the Project Manager with a single PDF compilation of all photographs, before and after the contract.
- B. Before photographs will be used to determine if any restoration will be required on any adjacent properties.

END OF SECTION

**SECTION 01 50 00  
 TEMPORARY FACILITIES AND CONTROLS**

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**PART 1 – GENERAL**

**1.1. SUMMARY**

- A. This Section includes general procedural requirements for temporary facilities and controls including, but not limited to the following:
1. Temporary Utilities
  2. Barriers
  3. Fencing
  4. Exterior Enclosures
  5. Security
  6. Vehicular Access and Parking
  7. Waste Removal
  8. Project Identification

**1.2. QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
1. Building Code requirements
  2. Health and safety regulations
  3. Utility company regulations
  4. Police, Fire Department and Rescue Squad rules
  5. Environmental protection regulations
  6. Joint Commission - Hospital Accreditation Standards
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".
- C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".

**1.3. TEMPORARY UTILITIES**

- A. General:
1. Existing facilities (gas, water, electric) have been disconnected and are not available.
- B. Contractor shall provide the following:
1. Electrical power consisting of portable facilities.
  2. Water supply, consisting of portable facilities.

**1.4. FENCING**

- A. Construction: Contractor shall at a minimum install orange construction fence and pickets around the demolition site until backfill operations have been completed. At the Contractors option portable chain link fence panels are allowed.

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**1.5. VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.

**1.6. WASTE REMOVAL**

- A. See Section 01 74 19 – Construction Waste Management, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

**PART 2 - PRODUCTS**

**2.1. EQUIPMENT**

- A. Temporary Lifts and Hoists: Contractors requiring temporary lifts and hoists shall provide facilities for hoisting materials and employees.
- B. Electrical Power Cords: Contractors requiring power cords shall provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- C. Lamps and Light Fixtures: Electrical Contractor shall provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- D. First Aid Supplies: General Contractor shall provide first aid supplies complying with governing regulations.
- E. Fire Extinguishers: General Contractor shall provide hand-carried, portable UL-rated, fire extinguishers of NFPA recommended classes for the exposures, extinguishing agent and size required by location and class of fire exposure.

**PART 3 - EXECUTION**

**3.1. TEMPORARY FIRE PROTECTION**

- A. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
- B. Locate fire extinguishers where convenient and effective for their intended purpose.
- C. Store combustible materials in containers in fire-safe locations.
- D. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, and access routes for fighting fires.
- E. Prohibit smoking on the premises.
- F. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- G. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site
- H. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

**3.2. COLLECTION AND DISPOSAL OF WASTE**

- A. Collect waste from construction areas and elsewhere daily
- B. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
- C. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

**3.3. ENVIRONMENTAL PROTECTION**

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Avoid use of tools and equipment which produce harmful noise.

- 1 C. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms
- 2 near the site.
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END OF SECTION



SECTION 01 74 19  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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20		
21	<b><u>PART 1 – GENERAL</u></b>	
22		
23	<b>1.1. SUMMARY</b>	
24	A. This specification includes administrative and procedural requirements for the recycling, re-use, salvaging, and disposal of non-hazardous construction and demolition waste.	
25		
26	B. The General Contractor (GC) shall be fully responsible for complying with all applicable ordinances and other such regulatory requirements during the execution of this contract.	
27		
28		
29	<b>1.2. RELATED SPECIFICAITONS</b>	
30	A. Other Specifications that may address the proper disposal of construction or demolition waste as it pertains to work being conducted under that particular specification.	
31		
32		
33	<b>1.3. CITY ORDINANCES</b>	
34	A. There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and demolition waste.	
35		
36	1. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements associated with this ordinance including definitions, documentation requirements, and penalties.	
37		
38	2. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements associated with applying for and receiving a demolition permit.	
39		
40	B. All City of Madison, Board of Public Works, contracts being conducted by City Engineering, Facility Management, for construction, remodeling, or demolition shall comply with the above ordinances regardless of project type or size.	
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44	<b>1.4. DEFINITIONS</b>	
45	A. Clean: Untreated and unpainted material, free of contamination caused by oils, solvents, caulks, and other chemicals.	
46		
47	B. Construction and Demolition Debris: Materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, buildings, and roads.	
48		
49	C. Disposal: Off-site removal of construction and demolition debris and the subsequent sale, recycling, reuse, or deposit in authorized landfill or incinerator.	
50		
51	D. Hazardous: Exhibiting the characteristics of hazardous substance, i.e. ignitability, corrosiveness, toxicity, or reactivity and including but not limited to asbestos containing materials, lead, mercury and PCBs.	
52		
53	E. Non-hazardous: Exhibiting none of the characteristics of a hazardous substance.	
54	F. Nontoxic: Not immediately poisonous to humans or poisonous after a long period of exposure.	
55	G. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.	
56		

- 1 H. Recycle: Any process by which construction or demolition debris is diverted from final disposal as solid waste at  
2 a permitted landfill and instead is collected, separated, and/or processed into raw materials for new, reused, or  
3 reconstituted products; or for the recovery of materials for energy production processes.  
4 I. Recycler: Any recycling facility, transfer station, or other waste handling facility which accepts construction and  
5 demolition debris for recycling, or for other transferring to a recycling facility.  
6 J. Recycling: The process of sorting, cleaning, treating, or reconstituting solid waste and other discarded materials  
7 for the purpose of preparing the material to be recyclable. Recycling does not include burning, incinerating or  
8 thermally destroying waste.  
9 K. Return: To give back reusable items or unused products to vendors for credit.  
10 L. Reuse: Shall mean any of the following:  
11 1. The on-site use of reprocessed construction and demolitions debris.  
12 2. The off-site redistribution of a material, for use in the same manner or similar manner at another  
13 location.  
14 3. The use of non-toxic, clean wood as an alternative fuel source.  
15 M. Salvage: To remove a waste material from the project site for resale or reuse by the Owner or others.  
16 N. Toxic: Poisonous to humans either immediately or after a long period of exposure.  
17 O. Trash: Any product or material unable to be re-used, returned, recycled, or salvaged.  
18 P. Waste: Extra materials or products that have reached the end of its useful life or its intended use. Waste  
19 includes salvageable, returnable, recyclable and re-useable construction and demolition materials, and trash.  
20

21 **1.5. PERFORMANCE REQUIREMENTS**

- 22 A. The GC shall develop a Waste Management Plan that results in end-of-project rates for salvage/recycling/reuse  
23 of 75 percent (minimum) by weight of the total waste generated by the Work. Percentages may be adjusted on  
24 a project by project basis.  
25 B. The GC shall salvage or recycle 100 percent of all uncontaminated packaging materials including but not limited  
26 to the following:  
27 1. Paper  
28 2. Cardboard  
29 3. Beverage containers  
30 4. Boxes  
31 5. Plastic Sheet and film  
32 6. Polystyrene packaging  
33 7. Wood crates and pallets  
34 8. Plastic pails and buckets  
35 C. Use all reasonable means to divert construction waste from landfills and incinerators through recycling, reuse, or  
36 salvage as appropriate.  
37

38 **1.6. SUBMITTALS AND DELIVERABLES**

- 39 A. The GC shall provide his/her completed Waste Management Plan to the City Project Manager as a submittal for  
40 review.  
41 B. The Waste Management Coordinator shall provide copies of items 1 through 5 below to the City Project  
42 Manager and shall update the Waste Management Summary Log to reflect the records being submitted.  
43 1. Records of Donations: Indicate receipt and acceptance of itemized salvageable waste donated to  
44 individuals or organizations. Indicate if the organization is tax exempt.  
45 2. Records of Sales: Indicate receipt and acceptance of itemized salvageable waste sold to individuals or  
46 organizations. Indicate if the organization is tax exempt.  
47 3. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by  
48 recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and  
49 invoices.  
50 4. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and  
51 incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.  
52 5. Statement of Refrigerant Recovery: The Refrigerant Recovery Technician responsible for recovering  
53 refrigerant shall provide the GC with a statement indicating all of the following:  
54 a. All recovery was performed according to EPA Regulations.  
55 b. All refrigerant present was recovered; indicate the total quantity recovered by unit.  
56 c. Date of Recovery.  
57 d. Name, address, company name, and phone number of technician performing the recovery.  
58 e. Technician shall sign and date the statement.

1 **1.7. QUALITY ASSURANCE**

- 2 A. Waste Management Coordinator: The GC shall be responsible for designating a Waste Management  
3 Coordinator. Coordinator may be the GC Supervisor, GC Project Manager or other member of the GC staff  
4 having knowledge of proper waste management procedures and all applicable regulations.  
5 B. Regulatory Requirements: comply with all hauling and disposal regulations of authorities having jurisdiction.  
6 C. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.  
7

8 **1.8. WASTE MANAGEMENT PLAN**

- 9 A. Develop a plan consisting of waste identification. Indicate quantities by weight or volume. Use the same units of  
10 measure throughout the waste management plan.  
11 1. Waste Identification: Indicate anticipated types and quantities of site clearing, demolition waste, and  
12 construction waste that will be generated during the execution of this contract. Include assumptions for  
13 the estimates.  
14 2. Identify what types of materials will be recycled. Provide lists of local companies that receive and/or  
15 process the materials. Include names, addresses, and phone numbers.  
16 3. Identify what types of materials will be disposed of and whether it will be disposed of in a landfill facility  
17 or by incineration facility. Provide lists of local companies that receive and/or process the materials.  
18 Include names, addresses, and phone numbers.  
19 4. Identify methods to be used on site for separating waste including all of the following:  
20 a. Sizes of containers to be used.  
21 b. Labels to be used on the containers to identify the type of waste allowed in the container.  
22 c. Designated locations on the project site for waste material containers.  
23 B. Incorporate the ordinance required (MGO 28.185) Recycling and Reuse Plan into the Waste Management Plan  
24 (Exhibit D).  
25 D. If at the option of the GC, he/she chooses to contract with a waste management disposal company that allows  
26 comingled and unsorted waste materials, the GC shall include with his/her Waste Management Plan the  
27 following:  
28 1. Name, address, phone number, state permitting information, and other pertinent information about the  
29 disposal company.  
30 2. Documentation from the disposal company indicating company policies and procedures regarding  
31 comingled and unsorted waste materials to include:  
32 a. GC responsibilities on the project site.  
33 b. Disposal company procedures for receiving, sorting, recycling, and disposing of comingled and  
34 unsorted waste material.  
35

36 **PART 2 – PRODUCTS – THIS SECTION NOT USED**

37  
38 **PART 3 - EXECUTION**

39  
40 **3.1. PLAN IMPLEMENTATION**

- 41 A. Implement the approved waste management plan. Provide adequate containers, storage space, signage,  
42 transportation and other items required to implement the plan during the execution of this contract.  
43 B. Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways,  
44 and other adjacent and used facilities.  
45 1. Designate and label specific areas on the project site necessary for separating materials to be salvaged,  
46 recycled, reused, donated, and sold.  
47 2. Comply with any specification or regulatory requirements pertaining to dust, dirt, environmental  
48 protection, and noise control.  
49

50 **3.2. HAZARDOUS AND TOXIC WASTE**

- 51 A. The Contractor shall be responsible under this contract for the removal of any asbestos related materials. All  
52 other materials shall be removed by the GC.  
53 B. All hazardous and toxic waste shall be separated, stored, and disposed of according to all applicable regulations.  
54 C. All hazardous and toxic materials on site shall have a Material Safety and Data Sheet (MSDS) available that  
55 indicates storage requirements, emergency information, and disposal requirements as necessary.

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**3.3. GENERAL GUIDELINES FOR ALL WASTES**

- A. Recycle all paper and beverage containers used by workers, sub-contractors, suppliers and visitors to the project site.
- B. All revenues, savings, rebates, tax credits, and other such incentives received from recycling, reusing, or salvaging waste materials shall accrue to the GC unless specified otherwise in the contract documents.
- C. Separate recyclable, reusable, and salvageable waste from other waste materials, trash, and debris except where waste management disposal company allows comingled waste materials, see section 1.8.D above.
  - 1. Separate by type in appropriate containers or designated areas according to the approved waste management plan away from the construction area. Do not store within the drip lines of existing trees.
  - 2. Inspect containers and bins frequently for contamination and inappropriately sorted materials. Remove contaminated materials and resort as necessary.
  - 3. Stockpile bulk materials such as sand, topsoil, stone, etc., on site away from the construction area and without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water, and cover to prevent windblown dust. Do not store within the drip lines of existing trees.

**3.4. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE**

- A. The following guidelines is not a complete or all inclusive list and shall be adjusted as needed by the methods and procedures identified in the Waste Management Plan.
- B. Asphalt Paving: Break-up into transportable pieces or grind, transport to an authorized recycling facility.
- C. Carpet and Pad: Separate carpet and pad scraps, containerize and transport to an authorized recycling facility.
- D. Ceiling System Components: Suspended ceiling system components shall be sorted by material type as follows:
  - 1. Broken, cut, or damaged tiles shall be containerized, transport to an authorized recycling facility.
  - 2. Damaged, or cut tracks, trim and other metal grid system components shall be sorted with other metals of similar types, palletize, transport to an authorized recycling facility.
- E. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials, structural or engineered wood products, and pallets or crates. Clean Wood shall be free of paints, stains, oils, preservatives and other such contaminates.
  - 1. Wood materials shall be containerized, transport to an authorized recycling facility.
- F. Concrete: Break-up into transportable pieces, remove all reinforcing and other metals, transport to an authorized recycling facility.
- G. Glass Products: Shall be sorted by types, do not include light fixture lamps and bulbs. Products broken in shipment shall be returned to the supplier. Broken or cracked items still in frames shall be taped to prevent further breakage and injury to workers. Transport to an authorized recycling facility.
- H. Light Fixture Lamps and Bulbs: Fluorescent tubes shall be containerized, transport to an authorized recycling facility.
- I. Masonry and CMU: Remove all metal reinforcing, anchors, and ties, clean undamaged pieces and neatly stack on pallets, transport damaged pieces to an authorized recycling facility.
- J. Metals: Sort metals by type as follows, this does not include piping:
  - 1. Architectural metals including but not limited to siding, soffit, and roofing panels shall be sorted by material, transport to an authorized recycling facility.
  - 2. Structural steel, transport to an authorized recycling facility.
  - 3. Miscellaneous metals such as aluminum, brass, bronze, etc shall be sorted by type, containerized or palletized as necessary, transport to an authorized recycling facility.
- K. Piping and conduit: Reduce all piping and conduit to straight lengths, sort by material and type. Remove supports, hangers, valves, boxes, sprinkler heads, and other such components, sort and store by size, material and type. Transport to authorized recycling facilities according to material types.
- L. Roofing: Roofing materials on the house and shed are considered in part contain asbestos. The contractor should dispose of according to the appropriate disposal requirements for the type and level described in the Asbestos Testing Report (Exhibit C).
- M. Site-Clearing Waste: Sort all site waste by type.
  - 1. Only stockpile soils types and quantities required for re-use on the project site. All remaining quantities shall be transported off site to an authorized facility that receives such materials.
  - 2. Brush, branches, and trees with no marketable re-use shall be transported to facilities for chipping into mulch. At the Contractors option all tree and brush material may be taken to the Waste Transfer Station on E. Olin Ave. The Contractor shall be responsible for the tipping fee of \$34.00 per ton. Contractor will need to show proof he is working on a city contract at a city owned address before being allowed on the scale.

- 1 3. Trees with a marketable re-use shall be salvaged and transported to facilities that specialize in processing  
2 trees for future use as wood products.  
3

4 **3.5. GUIDELINES FOR DISPOSAL OF WASTES**

- 5 A. The following guidelines shall be adjusted as needed by the methods and procedures identified in the Waste  
6 Management Plan.  
7 B. Any waste that is contaminated, organic, or cannot be recycled, re-used, or salvaged shall be legally disposed of  
8 in an authorized landfill or incinerator. Disposal methods shall follow all applicable regulatory requirements.  
9 C. No waste material of any kind shall be allowed to be buried on the project site at any time.  
10 D. No burning of any kind of waste material shall be permitted on this project site at any time.  
11 E. Paint and Stain: Paints, stains, and their containers shall be disposed of as follows:  
12 1. Whenever possible containers should be thoroughly cleaned immediately after emptying and sorted with  
13 as appropriate (metal or plastic) for recycling  
14 2. Empty containers, regardless of type or base material, may be disposed of with lids off with general  
15 garbage.  
16 3. Latex paint may be placed with general garbage if properly solidified as follows:  
17 a. Small amounts (an inch or less in can): Remove lids and allow paint to dry out in the can and  
18 harden. Protect cans from rain and freezing.  
19 b. Large amounts (more than one inch): Mix paint with equal amounts of cat litter, stir and allow to  
20 completely dry. Alternate method: mix with commercial paint hardener.  
21 4. Oil-based or combustible paints and stains, regardless of liquid or solid, shall be transported to an  
22 approved facility that takes such items such as Dane County Clean Sweep Sites.  
23 F. Treated Wood Materials: Treated wood materials including but not limited to wood that has been painted,  
24 stained, or chemically treated shall not be recycled or incinerated.  
25  
26  
27

28 **END OF SECTION**  
29

SECTION 01 76 00  
PROTECTING INSTALLED CONSTRUCTION

1  
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16  
17 **PART 1 – GENERAL**

18  
19 **1.1. SUMMARY**

- 20 A. The purpose of this specification is to provide clear responsibilities, guide lines, and requirements related to  
21 providing protection to already installed construction.  
22 B. Already installed construction shall include but not be limited to the following:  
23 1. Any existing site feature such as pavement, curbs, drainage features, utilities, landscaping features (trees,  
24 shrubbery, plantings, flagpoles, etc) and other such exterior items not associated with the building  
25 whether on or adjacent to the project site.  
26 2. Any existing structure on or adjacent to the project site.  
27 3. Any existing feature of any kind within the public right-of-way that may be on the project site property,  
28 adjacent to the project site or across the street from the project site.  
29 C. The requirements noted within this specification do not relieve any contractor of the responsibility for  
30 compliance with any code, statute, ordinance, or other such regulatory requirement having jurisdictional  
31 authority over these contract documents.  
32

33 **1.2. QUALITY ASSURANCE**

- 34 A. It shall be the responsibility of every contractor and worker assigned to the project to be diligent in protecting all  
35 existing work.  
36 B. It shall be the General Contractors' (GC) responsibility under the contract to provide all reasonable protection  
37 methods, materials, or precautionary measures required to protect existing construction as described within this  
38 specification to the project as a whole.  
39 1. The GC shall be responsible to ensure any damaged new or existing construction is repaired or replaced  
40 at no additional cost to the Contract.  
41

42 **1.3. RELATED SPECIFICATIONS**

- 43 A. Parts of this specification will reference articles within "The City of Madison Standard Specifications for Public  
44 Works Construction".  
45 1. Use the following link to access the Standard Specifications web page:  
46 <http://www.cityofmadison.com/business/pw/specs.cfm>  
47 a. Click on the "Part" chapter identified in the specification text. For example if the specification  
48 says "Refer to City of Madison Standard Specification 210.2" click the link for Part II, the Part II  
49 PDF will open.  
50 b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you  
51 to the referenced text.  
52 c. City Standard Detail Drawings (SDD) may be located from the index in Part VIII.  
53

54 **PART 2 – PRODUCTS**

55

1 **2.1. FENCING MATERIALS AND BARRICADES**

- 2 A. Except where noted in other areas of the construction documents the responsible contractor may provide any of  
3 the following that sufficiently provide a sturdy physical barrier and/or visual barrier as necessary for the  
4 intended application.  
5 1. Standard orange construction barrels each with a standard rubber base ring and reflective tape  
6 a. Provide flashing amber lights as needed to increase night time visibility  
7 2. Steel "T" style fence posts  
8 3. 4'0" high standard orange construction fence  
9 4. Traffic barricades  
10 5. Jersey barriers  
11 6. Other types of fencing or barricades typically used in the construction industry  
12 B. The contractor responsible for providing the fencing materials and barricades shall also be responsible for  
13 maintaining them. This shall include but not limited to fixing damaged fencing, standing up barrels that have  
14 been knocked over, realigning barrels, and ensuring flashing lights are fully operational at all times.  
15 C. The following fencing and barricade designations, and their use descriptions shall be used throughout this  
16 specification to provide uniformity in describing protection requirements.  
17 1. Type A, Jersey Barriers, to be used as permanent blocking devices to deny access to alternate project site  
18 entrances or exits.  
19 2. Type B, Traffic Barricades, to be used as temporary blocking devices to deny access to alternate project  
20 site entrances or exits.  
21 3. Type C, Construction Barrels without construction fencing shall be used for lane closures, temporary  
22 blocking devices to deny access and the protection of single locations (I.E. identify the location of an  
23 access structure) that do not require fencing.  
24 4. Type D, Construction Barrels with construction fencing where it becomes necessary to surround an object  
25 with a complete visual barricade and it is impractical or unacceptable to install fence posts. The surround  
26 shall be constructed in such a manner as to provide a buffer zone around and access to the item being  
27 protected.  
28 5. Type E, Steel "T" Fence Posts with construction fencing to surround an object with a complete visual  
29 barricade and it is practical to install fence posts. The surround shall be constructed in such a manner as  
30 to provide a buffer zone around and access to the item being protected.  
31 6. Type X, Other fencing or barricade types that may be designated and detailed within the construction  
32 documents shall use additional alpha numeric designations.  
33

34 **2.2. EROSION CONTROL PROTECTION**

- 35 A. Refer to City of Madison Standard Specification 210.2 for authorized materials associated with erosion control  
36 materials.  
37

38 **PART 3 - EXECUTION**

39  
40 **3.1. GENERAL EXECUTION REQUIREMENTS**

- 41 A. The GC shall be responsible for ensuring all of the following procedures and requirements are implemented as  
42 needed for the duration of the Work performed under this contract.  
43 B. The GC shall also be responsible for the following:  
44 1. Reporting any incident of damage to existing property, right-of-way, or utility to the CPM immediately  
45 upon rendering the incident safe, and notifying emergency response teams, and emergency utility crews  
46 as needed.  
47 2. Conduct a site walk through prior to leaving at the end of each day to assess:  
48 a. Protection measures are properly in place, provide correction actions as necessary.  
49 b. Note damage to existing completed work and schedule repair/replacement as needed.  
50 3. Ensure all contractors and workers are being diligent in protecting existing work.  
51

52 **3.2. PROTECT ADJACENT PROPERTIES**

- 53 A. Whenever possible through the design process the City of Madison shall have previously provided notice to  
54 adjacent property owners that work will be occurring on or near their property. The City of Madison shall also  
55 have obtained any permanent or temporary easements that may be necessary to complete any Work on  
56 adjacent properties.  
57 B. It shall be the responsibility of the GC to do the following for all Work under this contract being performed on or  
58 adjacent to the property line:

- 1 1. Contact the adjacent property owner and provide him/her with information on the work to be done,  
2 equipment to be used, and estimated duration of the work. Information to be updated and  
3 communicated to property owner(s) as construction progresses and site conditions change.
  - 4 a. If any adjacent property is a rented or leased space the GC shall also make contact and provide  
5 the same information to the tenants.
  - 6 b. Determine from the owner and/or tenants if there are any concerns for children, pets, special  
7 plantings, or other concerns.
- 8 2. Discuss the following with all contractors performing work on or near the property line.
  - 9 a. Work to be completed and timeline.
  - 10 b. Concerns of adjacent property owners/tenants from item 1 above.
  - 11 c. Which protective measures will be necessary to protect adjacent properties and address the  
12 concerns of adjacent property owners/tenants.
- 13 3. Ensure all protective measures are placed and maintained during the execution of Work on or adjacent to  
14 the property line. Interact with the adjacent property owners/tenants as needed.
- 15 C. Any contractor doing work on or adjacent to the property line shall install and maintain any protective measure  
16 identified in the contract documents, this specification, or as directed by the GC.
- 17 D. The GC shall be responsible for restoring any damage to structure and property located on or adjacent to the  
18 property line.
  - 19 1. Restoration shall include but not be limited to repair or replacement using like materials and finishes to  
20 its original condition or better.
  - 21 2. Restoration of landscaping materials shall include watering of any seed, sod, or other planting of any kind  
22 for a reasonable period of time to encourage germination and root development.
- 23 E. The GC shall keep the CPM informed directly to any issues pertaining to adjacent property owners and tenants.  
24

### 25 3.3. PROTECT UTILITIES

- 26 A. The contractor shall be responsible for notifying all utilities to determine emergency response procedures and  
27 protection requirements prior to installing any construction protection.
  - 28 1. This includes requesting utility marking through Diggers Hotline.
    - 29 a. Call 811 or 1-800-242-8511 to request a public utility locate
    - 30 b. For emergency locate call (262) 432-7910 or (877) 500-9592
  - 31 2. Contact the Owner and CPM for any available private utility information on the property that may be  
32 available prior to calling a private utility locating company.
- 33 B. Except where specifically stated in other areas of the construction documents the following minimal protection  
34 requirements shall apply under this section.
  - 35 1. Hydrants, lamp posts, electrical transformers, and other utility pedestals shall be protected with Type D  
36 fencing for areas on pavement or Type E fencing for areas on soil. Fence posts shall be located so as to  
37 not be directly over the utility main.
  - 38 2. Storm sewer structures in pavement shall have proper inlet protection according to City of Madison  
39 Standard Specification 210.1(g) and Type C Construction Barrels when necessary.
  - 40 3. Storm sewer structures in turf and other landscaped areas shall have proper inlet protection according to  
41 City of Madison Standard Specification 210.1(g) and Type E fencing for areas on soil.
  - 42 4. Stormwater management features such as greenways, retention/detention ponds, bio-filtration ponds  
43 and other such features shall be properly protected according to the appropriate erosion control  
44 measure specified on the Erosion Control Plan. See multiple sections of City of Madison Standard  
45 Specification 210.1
    - 46 a. For the protection of hard to see items such as structures, castings, inlets, etc. in grassy areas  
47 provide Type E fencing for areas on soil.
    - 48 c. For the protection of storm water management features having special soils and plants such as  
49 bio-filtration ponds provide Type E fencing for areas on soil.
  - 50 5. Other structures and covers including but not limited to cleanouts, wiring hand holes, valve boxes, access  
51 structures, grease trap structures, etc shall be protected as follows:
    - 52 a. Provide Type E fencing for areas on soil.
    - 53 b. When paving operations are complete provide a construction barrel or cone near structures as  
54 necessary depending on required heavy construction traffic.

### 55 3.4. PROTECT PUBLIC RIGHT OF WAY

- 56 A. Except where specifically stated in other areas of the construction documents the following minimal protection  
57 requirements shall apply under this section.



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1. All public right-of-way (area from behind the sidewalk to the centerline of the street) shall remain open and accessible except during periods of active work. At such times the public right of way shall be properly closed and signed as referenced in City of Madison Standard Specification 107.9.
2. Bus stops and bus stop structures shall remain accessible at all times.
3. Traffic signage and traffic signals, traffic control boxes shall be protected with Type D fencing for areas on pavement or Type E fencing for areas on soil.
  - a. Protection at traffic signage/signals shall not obstruct the viewing of the sign/signal for its intended purpose at any time.
- B. When additional protection for traffic control is required, the use of barricades, guardrails, lane closures and other such procedures will be detailed within the construction documents.
- C. When additional protection for overhead sidewalk cover is required the contract documents shall indicate the specific location and structural requirements of the protective structure.

**END OF SECTION**

SECTION E: BIDDERS ACKNOWLEDGEMENT

DEMOLITION - 217 N. FIRST ST.

CONTRACT NO. 7816

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 Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Joseph A. Daniels  
 SIGNATURE Joseph A. Daniels  
 President  
 TITLE, IF ANY

Sworn and subscribed to before me this  
7th day of October, 2016.

Kevin J. Sanborn  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 07/17/2020  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7816 – Joe Daniels Construction Co., Inc.

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(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.

(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.

(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.

(A) The contractor, or a shareholder, officer or partner of the contractor:

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.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(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.

Other Construction Business

Not Applicable

Name of Business  
Street Address or PO Box  
City  
State and Zip Code

Best Value Contracting

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

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

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

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

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

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

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

DEMOLITION - 217 N. FIRST ST.

CONTRACT NO. 7816

DATE: 10/7/16

Joe Daniels Construction  
Co., Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - Traffic Control - Lump Sum	1.00	\$2,500.00	\$2,500.00
20109 - Finish Grading - Lump Sum	1.00	\$5,190.00	\$5,190.00
20205 - Select Fill (Clean Fill) - CY	225.00	\$32.00	\$7,200.00
20404 - Clearing - Lump Sum	1.00	\$4,280.00	\$4,280.00
20409 - Grubbing - Lump Sum	1.00	\$4,280.00	\$4,280.00
20701 - Terrace Seeding - SY	400.00	\$4.45	\$1,780.00
21044 - Construction Entrance - EA	1.00	\$1,725.00	\$1,725.00
21013 - Street Sweeping - Lump Sum	1.00	\$950.00	\$950.00
21018 - Silt Sock (8 inch) - Complete - LF	125.00	\$10.50	\$1,312.50
21041 - Inlet Protection Type D - Complete - Each	1.00	\$450.00	\$450.00
21062 - Erosion Matting, Class I, Urban Type B - SY	400.00	\$5.00	\$2,000.00
90001 - Window Glazing - Each	23.00	\$39.00	\$897.00
90002 - Sheet Vinyl and Mastic - SF	80.00	\$4.50	\$360.00
90003 - Asbestos Paper-Ductwork - SF	212.00	\$5.50	\$1,166.00
90004 - Asbestos Paper-Electrical Boxes - SF	6.00	\$9.00	\$54.00
90005 - Roofing Paper-Garage - Lump Sum	1.00	\$2,435.00	\$2,435.00
90006 - Asphalt roofing & Tar Paper-Residence - SF	728.00	\$3.35	\$2,438.80
90007 - Tar Paper-Under Siding - SF	1728.00	\$3.50	\$6,048.00
90008 - Other Hazardous Materials - Lump Sum	1.00	\$300.00	\$300.00
90009 - Demolition of Structures - Lump Sum	1.00	\$24,293.00	\$24,293.00
20 Items	Totals		\$69,659.30



Department of Public Works  
**City Engineering Division**

Larry D. Nelson, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

**608 266 4751**

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

**Principal Engineers**  
Michael R. Dailey, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

**Operations Supervisor**  
Kathleen M. Cryan

**Hydrogeologist**  
Joseph L. DeMorett, P.G.

**GIS Manager**  
David A. Davis, R.L.S.

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

**BIENNIAL BID BOND**

Joe Daniels Construction Co., Inc.

(a corporation of the State of Wisconsin)

(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Cincinnati Insurance Company

a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

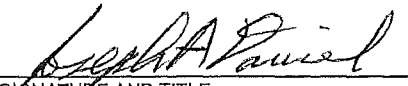


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

Joe Daniels Construction Co., Inc.  
COMPANY NAME AFFIX SEAL  
(no seal)

11-17-2015  
DATE

By:   
SIGNATURE AND TITLE  
Joseph A. Daniels - President

**SURETY**

The Cincinnati Insurance Company  
COMPANY NAME AFFIX SEAL

11-17-2015  
DATE

By:   
SIGNATURE AND TITLE  
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-17-2015  
DATE

Liz Mosca  
AGENT

PO Box 259408  
ADDRESS

Madison, WI 53725  
CITY, STATE AND ZIP CODE

608-252-9674  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 17 day of November 2015



Signature of Scott R. Bolan

Assistant Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 2d day of November in the year Two Thousand and Sixteen between JOE DANIELS CONSTRUCTION CO., INC. 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 NOVEMBER 1, 2016, 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:

### DEMOLITION - 217 N. FIRST ST. CONTRACT NO. 7816

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 SIXTY-NINE THOUSAND SIX HUNDRED FIFTY-NINE AND 30/100 (\$69,659.30) 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.

DEMOLITION - 217 N. FIRST ST.  
CONTRACT NO. 7816

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:

Keea I. Sainsbury 11/2/16  
Witness Keea I. Sainsbury Date  
Keea I. Sainsbury 11/2/16  
Witness Keea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO., INC.  
Company Name  
Joseph A. Daniels 11/2/16  
President Joseph A. Daniels Date  
Jerrald M. Daniels 11/2/16  
Secretary Jerrald M. Daniels Date

CITY OF MADISON, WISCONSIN

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

[Signature]  
Finance Director

Approved as to form:

[Signature]  
City Attorney

Signed this 14th day of November

[Signature]  
Witness

[Signature] 11.7.16  
Mayor Date

[Signature]  
Witness

[Signature] 11-3-2016  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and THE CINCINNATI INSURANCE COMPANY Company of CINCINNATI, OHIO as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIXTY-NINE THOUSAND SIX HUNDRED FIFTY-NINE AND 30/100 (\$69,659.30) 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:

**DEMOLITION - 217 N. FIRST ST.  
CONTRACT NO. 7816**

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 2nd day of November 2016

Countersigned:

Kea I. Sainsbury

Witness Kea I. Sainsbury

Jerrald M. Daniels

Secretary Jerrald M. Daniels

Approved as to form:

Will P. My  
City Attorney

JOE DANIELS CONSTRUCTION CO., INC.  
Company Name (Principal)

Joseph A. Daniels  
President Joseph A. Daniels Seal: (no seal)

THE CINCINNATI INSURANCE COMPANY  
Surety Seal

Salary Employee  Commission

By Patrick A. McKenna  
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2016, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 2, 2016  
Date

Patrick A. McKenna  
Agent Signature Patrick A. McKenna - Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 2nd day of November, 2012

Signature of Scott R. Bolan

Assistant Secretary



**SECTION J: PREVAILING WAGE RATES**

NOT APPLICABLE