

BID OF \_\_\_\_\_

**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 \_\_\_\_\_

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**



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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)(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.

**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/specs.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 regarding 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 90007 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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE, IF ANY

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

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

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

## SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

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

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

## Disclosure of Ownership

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

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

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

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

**Best Value Contracting**

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

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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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER



## **SECTION G: BID BOND**

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

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

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

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

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

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

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

Seal      PRINCIPAL

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

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

**NOTE TO SURETY & PRINCIPAL**

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

7. **Contractor Hiring Practices.**

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

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

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

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

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

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

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

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

**c. Exemptions:** This section shall not apply when:

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

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

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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:

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

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal

Salary Employee       Commission

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

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

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

\_\_\_\_\_  
Date

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

**SECTION J: PREVAILING WAGE RATES**

NOT APPLICABLE