

BID OF _____

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DEMOLITION - GARAGE, 1397 LINDA VISTA ROAD

CONTRACT NO. 7532

PROJECT NO. 10535

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 - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO. 7532**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1
SECTION J: PREVAILING WAGE RATES..... J-1

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 - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO.:	7532
BID BOND	5%
PRE-BID CONFERENCE SITE INSPECTION (9:00 A.M.)	7/20/2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	7/29/2016
BID SUBMISSION (1:00 P.M.)	8/5/2016
BID OPEN (1:30 P.M.)	8/5/2016
PUBLISHED IN WSJ	7/8, 7/15, 7/22 & 7/29/2016

PRE-BID CONFERENCE: A pre-bid conference will be conducted at the garage located at 1397 Linda Vista Rd. at 9:00am, Wednesday July 20, 2016.

This will be the only opportunity for bidding contractors to verify existing conditions inside the garage prior to bid opening. An alternate date may be selected in the event of inclement weather as determined solely at the discretion of the City Project Manager.

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 1397 Linda Vista Road in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Monday, August 1, 2016. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison shall publish one (1) all inclusive addendum no later than 1:00pm on Wednesday, August 3, 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. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1 PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5 BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

DEMOLITION - GARAGE, 1397 LINDA VISTA ROAD CONTRACT NO. 7532

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

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

SECTION 102.9 BIDDER'S UNDERSTANDING

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

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

SECTION 102.10 PREVAILING WAGE

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

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

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

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

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

SECTION 102.12 BEST VALUE CONTRACTING

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(1), 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 prior to **12:00pm on Tuesday, September 6, 2016.** No exceptions or extensions to the above date will be permitted.

ARTICLE 104 **SCOPE OF WORK**

This contract is for the partial demolition of an existing 3 car garage currently in street right of way located at 1397 Linda Vista Road, Madison, Wisconsin. The structure consists of cast in place exterior walls (3 sides), precast concrete plank roof, support beam of unknown type over the garage doors, wood stud walls (1 exterior and 2 interior), electrical lighting and electrical heating (already disconnected from main power). Selective demolition according to the attached plans will leave portions of the existing structure in place to act as a retaining wall for adjacent properties. The contractor shall also prepare the site for future landscaping by city staff.

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**

All lands for work shall be located at 1397 Linda Vista Road, Madison, Wisconsin. The garage was constructed prior to annexation into the City of Madison and the actual age of the garage is unknown. The garage lies inside the dead end of the Linda Vista street right of way.

The east wall of the garage acts as a retaining wall for the adjacent commercial properties to the east creating a difference in elevation of approximately 10 feet.

The contractor shall contain all demolition and construction activities within the Linda Vista Right of way and shall not encroach nor disturb the parcels to the east. Any disturbance to properties on the adjacent parcels to the north and south 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 City Standard Specification, 2016 Edition, located on the internet at the following web address: <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 – 4 pages of 8.5x11 plans
- Exhibit B – Limited Asbestos and Lead Survey Report dated January 21, 2016 by A&A Environmental, Inc. at the end of the special provisions. All items noted in the report shall be removed by the city prior to the start work date of this contract.
- Exhibit C – Additional Specifications

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.

The following sites are recommended for recycling; verify each recycler's volume and material requirements:

- Concrete and Asphalt Pavements, Concrete Block
 - Wingra Stone Company, 2975 Kapec Rd, Fitchburg, (608) 271-5555
 - Homburg Construction Company, 6106 Milwaukee St, Madison, (608) 241-1178
- Metals
 - All Metals Recycling, 1802 S. Park St, Madison, (608) 255-0960
 - Alter Metals Recycling 4400 Sycamore Ave, Madison (608) 241-1571

SECTION 105.5 INSPECTION OF WORK

The City of Madison - Building Inspection Department does not require any inspections for the execution of this contract. All QA/QC inspections shall be performed by the City Project Manager (CPM) or other City Engineering Staff which will be coordinated through the CPM.

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

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

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 attached at the end of these Special Provisions. This shall include all existing properties and street right of way immediately adjacent to the work area.

SECTION 108.2 PERMITS AND LICENSING

The Contractor shall be responsible for any fees and permits that may be required for the execution of this contract.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about September 19, 2016.

The contract shall be **COMPLETED NO LATER THAN November 4, 2016**. This shall include final inspections completed by the City Project Manager or City Construction Manager.

SECTION 207.2(a) SEED

Contractor shall provide and install Grass Seed for this project of the type and rates specified below and in the City standard Specifications. Grass seed to be used for this project shall be Type 5 – NO MOW WITH COMMON OATS. Contractor shall provide a certified nursery label submittal indicating the seed mix for approval by the CPM prior to spreading seed. Submittal shall be provided at least 3 working days prior to installation.

SECTION 209.2(b) PLANT MATERIAL

Contractor shall provide and install Common Daylily (*Hemerocallis fullva*) bare roots in the retaining wall planting beds. Plant bare roots in offset rows no closer than 24” between plants, provide Harwood Mulch cover when planting is complete.

SECTION 210.3(b) EROSION MATTING

Contractor shall provide and install ECRM Class I, Urban Type A Erosion Matting for areas to be seeded and any restoration seeding to adjacent properties. Contractor shall provide manufacturers label to CPM for approval at least 3 working days prior to installation.

NON STANDARD BID ITEMS

BID ITEM 90001 – Selective Demolition and New Construction

DESCRIPTION: BID ITEM 90001 shall include the selective demolition of the existing garage as shown in the plans and details, construction and back fill of the new retaining wall, Plantings as noted in Section 209.2(b), 3” of Hardwood Mulch after installation of plantings (mulch from the City of Madison mulching site shall not be considered acceptable mulch for this project),, and all erosion control measures including installation, maintenance during the duration of the contract and removal upon completion of the contract.

This shall include all labor, equipment, materials, permits and fees required to complete this contract to plans and specifications.

METHOD OF MEASUREMENT: BID ITEM 90001 shall be measured as LUMP SUM of the entire contract as indicated in the plans and specifications.

BASIS OF PAYMENT: BID ITEM 90001 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90002 – Rain Garden

DESCRIPTION: Work under this item shall include: all work (including but not limited to: excavation, removal, and disposal of existing material, placement of engineered material, riprap, matting, mulch and seeding) and materials (including but not limited to engineered fill, matting, seeding and mulch), labor, and incidentals required to construct the Rain Garden system meeting the size, location, specification, and detail drawing contained in this document and in the plan set.

The Contractor shall review the detail drawings in detail. This item does not include planting of the Rain Garden system. Planting will be completed by others during the spring of 2017.

Specifically included are the following:

1. Excavation, removal and disposal off site, at a location provided by the Contractor, of existing material to the bottom of Rain Garden grade shown on the detail drawings.
2. The Rain Garden shall be excavated excavation to the elevations shown in the plan set and engineered fill shall be provided to the depths shown on the cross section. Areas outside contour

893.5 shall be seeded and matted with NO MOW FESCUE and WDOT CLASS 1 TYPE URBAN MATTING. The area inside of contour 893.5 shall have 3" of hardwood mulch placed as shown in the Rain Garden Cross section.

3. All ULO's needed to construct the Rain Garden; there are utilities (gas, sanitary & water) near or in all of these features. All work necessary to locate and work around these utilities is included in the price for these items. If any utility is located within the excavation depths of the clear stone or engineered fill, the Contractor shall excavate with caution and use proper construction methods. The Contractor shall install Rock Shield around the existing utility to provide protection and shall be included in this item.
4. Provision of all required engineered fill as called out on the typical section including, compost, topsoil, sand, gravel, hardwood mulch and matting.
5. All finishing work required to provide a finished engineered soil layer prior to placement of mulch.
6. Cover – The work shall consist of furnishing and installing Class 1 Type URBAN Matting on the area surrounding the engineered fill (contour 893.5).

ENGINEERED SOIL SHALL MEET THE FOLLOWING:

1. The planting mixture shall consist of a mixture of sand, compost and topsoil. The mix shall be designed to approximate the following percentages, by volume.

Engineered Soil Component	% Composition by Volume
Sand	50-60%
Topsoil	5-10%
Compost	30-45%

2. The sand component shall at a minimum meet the following criteria:
 - a. Crushed & screened sandstone
 - b. 100% passing a #4 sieve
 - c. Maximum of 5% passing a #200 sieve
3. **The topsoil component shall be a USDA classified sandy loam, loamy sand or loam texture. The topsoil component textural class shall be verified by a laboratory analysis or a professional acceptable to the jurisdiction having authority. The topsoil shall be pulverized prior to mixing with the other materials. No soil particle size over 1" diameter shall be accepted and will require removal of all material from the site and a new mix being provided.**
4. The compost component shall meet the requirements listed below:
 - a. Particle Size – 98% of the compost shall pass through a 0.75-inch screen
 - b. Physical Contaminants – Less than 1% combined glass, metal and plastic
 - c. Organic Matter/Ash Content – At least 40% organic matter; less than 60% ash content
 - d. Carbon to Nitrogen Ratio – 10-20:1 C:N ratio
 - e. Ph – Between 6 and 8
 - f. Soluble Salts – Electrical conductivity below 10 Ds m⁻¹ (mmhos cm⁻¹)
 - g. Moisture Content – Between 35% and 50% by weight
 - h. Maturity – The compost shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth
 - i. Residual Seeds & Pathogens – Pathogens and noxious seeds shall be minimized
 - j. Pathogens – The compost shall meet the Class A requirements for pathogens as specified in s. NR 204.07(6)(a), Wis. Adm. Code
 - k. Other Chemical Contaminants – The compost shall meet the high quality pollutant concentrations as specified in s. NR 204.07(5)I, Wis. Adm. Code
5. The engineered soil mix shall be free of rocks, stumps, roots, brush or **other material over 1 inch in diameter**. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.

METHOD OF MEASUREMENT: The Rain Garden System shall be measured as each system is completed in the field.

BASIS OF PAYMENT: the Rain Garden System shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

POINTS OF CONTACT

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

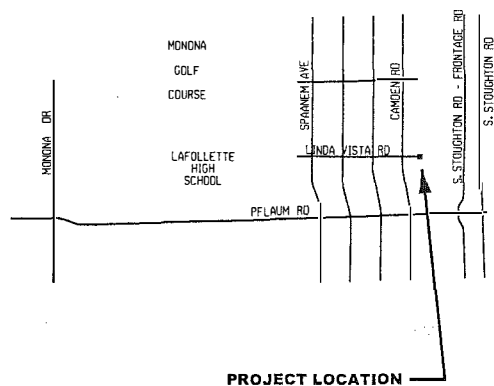
Randy Wiesner
PH: (608) 267-8679
Email: rswiesner@cityofmadison.com
210 Martin Luther King Jr. Blvd
Room 115
Madison, WI 53703

CITY OF MADISON

FACILITIES MANAGEMENT & SUSTAINABILITY
CITY ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS

PLAN OF PROPOSED IMPROVEMENT FOR
GARAGE DEMOLITION - 1397 LINDA VISTA ROAD


PROJECT NO 10535 CONTRACT NO 7532



GENERAL LOCATION MAP

SHEET INDEX

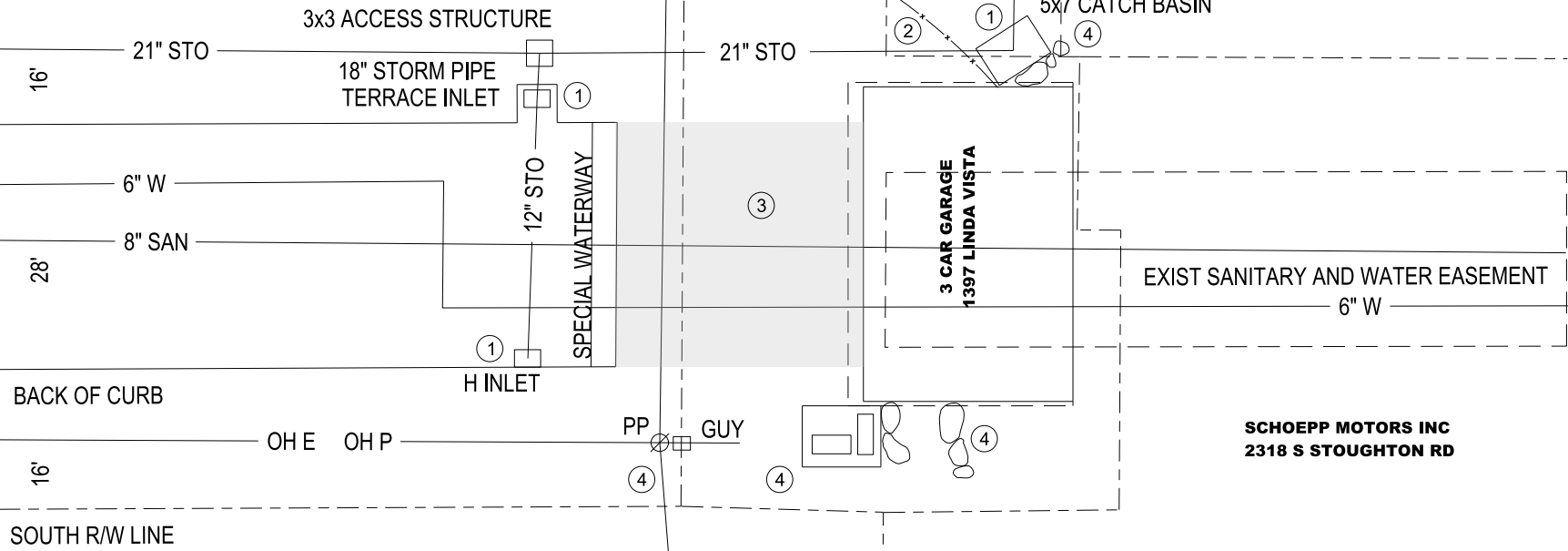
- SHEET 1 PROJECT COVER SHEET
- SHEET 2 SITE, EROSION CONTROL, AND SITE DEMOLITION PLAN
- SHEET 3 DEMOLITION PLAN, ELEVATIONS, AND SECTIONS
- SHEET 4 CONTRACUTION PLAN AND DETAILS

PUBLIC IMPROVEMENT PROJECT APPROVED:	PUBLIC IMPROVEMENT DESIGN APPROVED BY:
RESOLUTION: 15-0049	
FILE ID: 38461	CITY ENGINEER
DATED: JUNE 2, 2015	7/8/16
BY THE COMMON COUNCIL OF MADISON, WISCONSIN	DATE

5136 CAMDEN RD

JENKS SERVICE CENTER
2318 S STOUGHTON RD

NORTH R/W LINE



5200 CAMDEN RD

SCHOEPP MOTORS INC
2318 S STOUGHTON RD

SITE PLAN KEY NOTES:

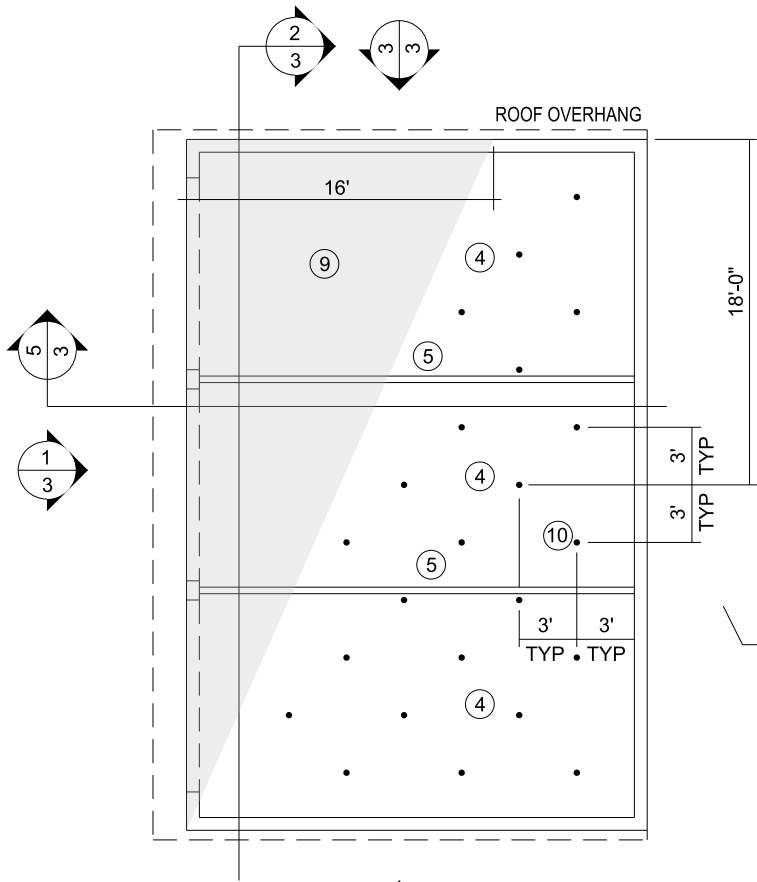
- 1 CONTRACTOR TO INSTALL, MAINTAIN, AND REMOVE INLET PROTECTION AT EACH INLET AND CATCH BASIN (TOTAL OF 3)
- 2 CONTRACTOR TO INSTALL, MAINTAIN, AND REMOVE 8" SILT SOCK
- 3 REMOVE EXISTING ASPHALT, BASE, AND ADDITIONAL EARTH AS INDICATED BY SHADED AREA, SEE CONSTRUCTION PLAN FOR FINISHED CONTOURS
- 4 DO NOT DISTURB EXISTING RETAINING WALLS, UTILITY PEDESTALS, ETC



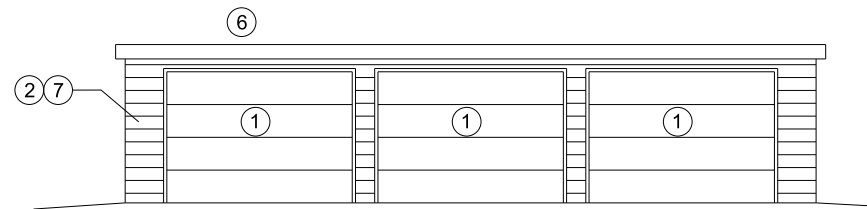
SCALE:
8-1/2 x 11: 1" = 20'

GARAGE DEMOLITION 1397 LINDA VISTA RD	CITY ENGINEERING MUNIS 10535
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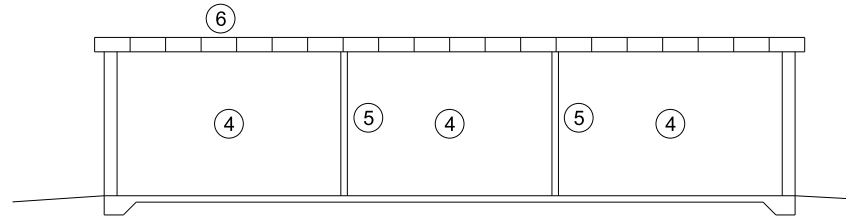
SITE, EROSION CONTROL, AND SITE DEMOLITION PLAN	2
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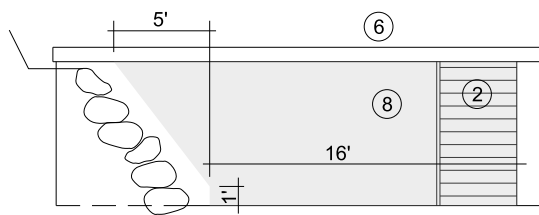
FLOOR PLAN



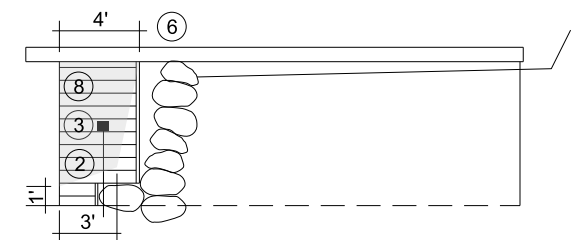
1 WEST ELEVATION



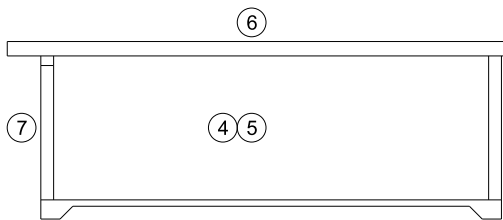
2 BUILDING SECTION



3 NORTH ELEVATION



4 SOUTH ELEVATION



5 BUILDING SECTION

DEMOLITION KEY NOTES:

- 1 REMOVE EXISTING GARAGE DOORS AND TRIM
- 2 REMOVE EXISTING SIDING AND TRIM
- 3 REMOVE EXISTING EXTERIOR POWER SERVICE AND METER SOCKET
- 4 REMOVE ALL INTERIOR EXISTING ELECTRICAL AND ELECTRICAL HEATING EQUIPMENT
- 5 REMOVE INTERIOR 2x4 PARTITION WALLS AND PLYWOOD SHEATHING
- 6 REMOVE EXISTING RUBBER ROOF, INSULATION, AND PRECAST CONCRETE PLANK
- 7 REMOVE EXISTING WEST WALL
- 8 REMOVE EXISTING NORTH AND SOUTH WALLS AS INDICATED BY SHADING
- 9 REMOVE EXISTING FLOOR AND GRADE BEAM AS INDICATED BY SHADING
- 10 CORE REMAINING SLAB FOR DRAINAGE, 2" DIA HOLES AT SPACINGS INDICATED, 23 HOLES



SCALE THIS SHEET:
PLANS 8-1/2 x 11; 1" = 10'
DETAILS NOT TO SCALE

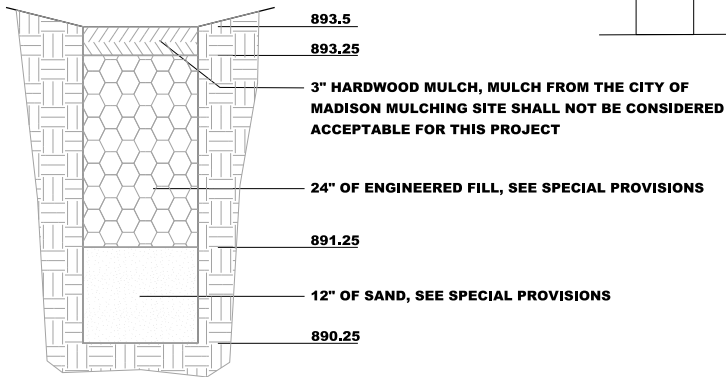
**GARAGE DEMOLITION
1397 LINDA VISTA RD**

**CITY ENGINEERING
MUNIS 10535**

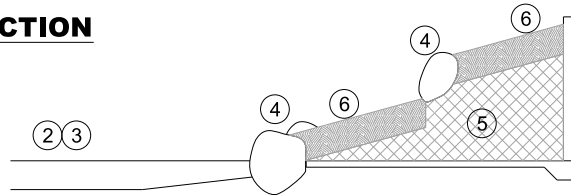
**DEMOLITION PLAN, ELEVATIONS,
AND SECTIONS**

CONSTRUCTION KEY NOTES:

- 1 CLEAN SITE OF ALL DEMOLITION DEBRIS
- 2 SHAPE AND CONTOUR PROJECT AREA AS SHOWN FOR FUTURE RAIN GARDEN
- 3 PROVIDE AND INSTALL 3" OF HARDWOOD MULCH IN BOTTOM OF BASIN, SHOWN HATCHED ON PLAN
- 4 PROVIDE AND INSTALL BOULDER RETAINING WALL
- 5 PROVIDE AND INSTALL CLEAN FILL, LIGHTLY COMPACT IN 24" LIFTS
- 6 PROVIDE AND INSTALL 24" OF SCREENED TOP SOIL
- 7 PROVIDE AND INSTALL 3" CLEAR STONE OVER HR FABRIC, PROVIDE SWALE AS NEEDED
- 8 SEED AND MAT SIDE SLOPES OF BASIN AND ALL DISTURBED AREAS AS PER THE SPECIAL PROVISIONS
- 9 PROVIDE AND INSTALL COMMON DAYLILLY BARE ROOT STOCK AT APPROXIMATELY 2'-0" OC IN STAGGERED ROWS AS SHOWN. COVER PLANTING BERM WITH HARDWOOD MULCH



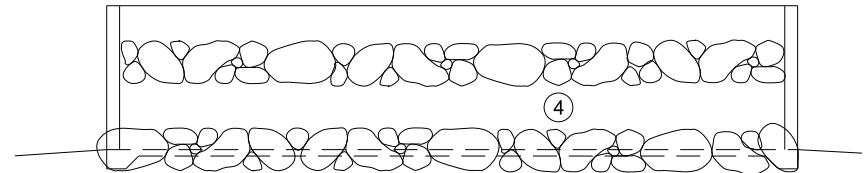
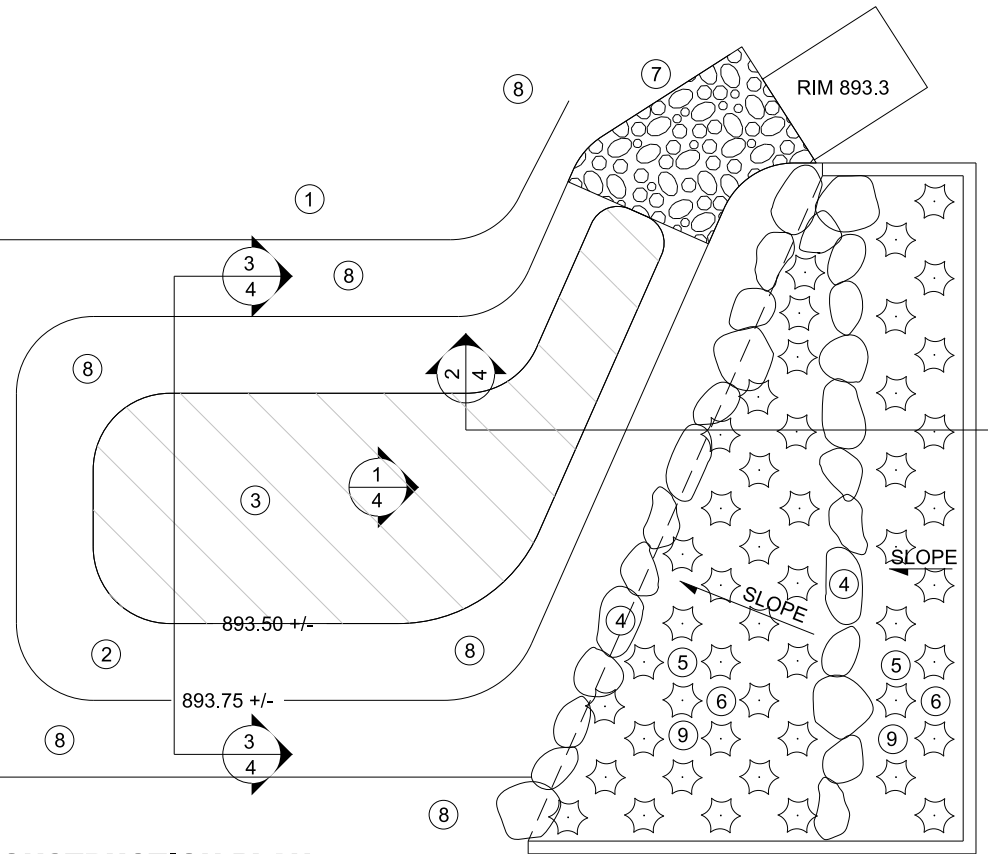
RAIN GARDEN SECTION



BERM SECTION

SPECIAL WATERWAY
EST. 894.0 +/-

CONSTRUCTION PLAN



BERM ELEVATION



SCALE THIS SHEET:
PLANS 8-1/2 x 11; 1" = 10'
DETAILS NOT TO SCALE

GARAGE DEMOLITION CITY ENGINEERING
1397 LINDA VISTA RD MUNIS 10535

CONSTRUCTION PLAN, ELEVATION, AND SECTION

A & A Environmental, Inc.

N4381 US Hwy 51, Poynette, WI 53955

Phone: (608) 240-1511, Mobile Phone: (608) 576-4960, Fax: (608) 635-9717

Inspection

January 21, 2016

Randy Wiesner
City of Madison
210 MLK, Jr. Blvd., CCB Room 115
Madison, WI 53703-3342
(608) 266-4366
RWiesner@cityofmadison.com

RE: 1397 Linda Vista Road, Madison, WI

On January 12, 2016 a limited asbestos inspection for conventional demolition, a lead based paint inspection on recyclable concrete materials, and a visual inspection for mercury thermostats and florescent light bulbs that may contain mercury were completed on the three bay storage building located at 1397 Linda Vista Road in Madison, WI.

Asbestos Inspection

Bulk samples were collected and analyzed for asbestos content by polarized light microscopy (PLM). The following materials were reported > 1% asbestos or are assumed to contain friable asbestos (RACM) or asbestos that will become friable during conventional demolition. These materials must be properly removed prior to conventional demolition.

- Black glue on interior walls of Unit #2 (Center bay) – 160 Lin Ft, 80 Sq Ft, Samples 4 and 5

The following building materials tested < 1% asbestos by PLM 400 point count or are assumed to contain asbestos in good condition that will not become friable during demolition. These items are to be disposed of as C/D waste at an engineered landfill.

These materials may not be recycled.

- None

The following building materials were bulk sampled and reported as **no asbestos detected**:

1. Precast caulking on ceilings and walls
2. Fiber wall board
3. Yellow glue on all walls
4. White paint
5. Tan exterior paint
6. Tan/yellow roofing glue
7. Black roofing tar
8. Black foundation coating
9. Exterior caulking on wood siding to concrete

This project requires a DNR form 4500-113, \$135.00 fee, and ten working day advance notification.

Lead-Based Paint Inspection on Recyclable Materials

Recyclable painted concrete was sampled for lead in paint utilizing a Niton XLP3000 x-ray fluorescence (XRF) analyzer. All readings were reported <0.7 milligram per square centimeter (Mg/Cm²) which allows for recycling of the painted concrete.

All painted concrete materials may be crushed/recycled as a result of this testing.

Other Potentially Hazardous Materials

0 Mercury thermostats

Building Information:

60 Years Old

864 Sq Ft

1 Story


0 Living Units

1 Building

A&A Environmental Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,



Kim Sopha
President/Inspector #AII01851

Encl

KAS/bls



January 18, 2016

A & A Environmental
N4381 US Highway 51
Poynette, WI 53955

CLIENT PROJECT: Linda Vista Rd; 4137
CEI LAB CODE: A16-0075

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on January 14, 2016. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director





ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental

CLIENT PROJECT: Linda Vista Rd; 4137

CEI LAB CODE: A16-0075

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 01/18/16

TOTAL SAMPLES ANALYZED: 15

SAMPLES >1% ASBESTOS: 2

TOTAL LAYERS ANALYZED: 15

TEL: 866-481-1412

www.ceilabs.com



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Linda Vista Rd; 4137

CEI LAB CODE: A16-0075

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2061029	Off-white	Caulking	None Detected
2		A2061030	Off-white	Caulking	None Detected
3		A2061031	Off-white	Caulking	None Detected
4		A2061032	Black	Glue	Chrysotile 3%
5		A2061033	Black	Glue	Chrysotile 3%
6		A2061034	Brown	Wallboard	None Detected
7		A2061035	Yellow	Glue	None Detected
8		A2061036	White	Paint	None Detected
9		A2061037	Tan, Yellow	Roofing Glue	None Detected
10		A2061038	Black	Roof Tar	None Detected
11		A2061039	Tan, Yellow	Roofing Glue	None Detected
12		A2061040	Black	Roof Tar	None Detected
13		A2061041	Black	Foundation Coating	None Detected
14		A2061042	Off-white	Exterior Paint	None Detected
15		A2061043	Off-white	Exterior Caulking	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental
 N4381 US Highway 51
 Poynette, WI 53955

CEI Lab Code: A16-0075
Date Received: 01-14-16
Date Analyzed: 01-18-16
Date Reported: 01-18-16

Project: Linda Vista Rd; 4137

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1 A2061029	Caulking	Homogeneous Off-white Non-fibrous Bound	10%	Talc	85%	Binder 5% Silicates	None Detected
2 A2061030	Caulking	Homogeneous Off-white Non-fibrous Bound	10%	Talc	85%	Binder 5% Silicates	None Detected
3 A2061031	Caulking	Homogeneous Off-white Non-fibrous Bound	10%	Talc	85%	Binder 5% Silicates	None Detected
4 A2061032	Glue	Homogeneous Black Non-fibrous Bound	2%	Cellulose	95%	Glue	3% Chrysotile
5 A2061033	Glue	Homogeneous Black Non-fibrous Bound	2%	Cellulose	95%	Glue	3% Chrysotile
6 A2061034	Wallboard	Homogeneous Brown Fibrous Bound	90%	Cellulose	10%	Binder	None Detected
7 A2061035	Glue	Homogeneous Yellow Fibrous Bound	10%	Cellulose	90%	Glue	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental
 N4381 US Highway 51
 Poynette, WI 53955

CEI Lab Code: A16-0075
Date Received: 01-14-16
Date Analyzed: 01-18-16
Date Reported: 01-18-16

Project: Linda Vista Rd; 4137

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
8 A2061036	Paint	Homogeneous White Fibrous Bound	100%	Paint	None Detected
9 A2061037	Roofing Glue	Homogeneous Tan, Yellow Non-fibrous Bound	100%	Glue	None Detected
10 A2061038	Roof Tar	Homogeneous Black Non-fibrous Bound	100%	Tar	None Detected
11 A2061039	Roofing Glue	Homogeneous Tan, Yellow Non-fibrous Bound	100%	Glue	None Detected
12 A2061040	Roof Tar	Homogeneous Black Non-fibrous Bound	100%	Tar	None Detected
13 A2061041	Foundation Coating	Homogeneous Black Non-fibrous Bound	100%	Tar	None Detected
14 A2061042	Exterior Paint	Homogeneous Off-white Fibrous Bound	100%	Paint	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental
N4381 US Highway 51
Poynette, WI 53955

CEI Lab Code: A16-0075
Date Received: 01-14-16
Date Analyzed: 01-18-16
Date Reported: 01-18-16

Project: Linda Vista Rd; 4137

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
15 A2061043	Exterior Caulking	Homogeneous Off-white Fibrous Bound	10%	Wollastonite	75%	Binder	None Detected
					10%	Calc Carb	
					5%	Paint	



LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

LIMIT OF DETECTION: <1% by visual estimation

REGULATORY LIMIT: >1% by weight

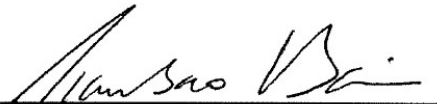
Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST:


Taylor B. Metcalf

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



A & A Environmental, Inc.

N4381 US Hwy 51 • Poynette, WI 53955
 Phone: (608) 240-1511 • Mobile Phone: (608) 576-4960 • Pager: (608) 275-5377
 Fax: (608) 635-9717

CLIENT:	City of Madison	AA ENV #:	AA4137
LOCATION:	1397 Linda Vista Rd	SITE DATE	1/12/16
SAMPLE TYPE:	Paint	INSPECTOR	Kim Sopha

Index	Component	Substrate	Side	Condition	Color	Floor	Room	Results	PbC
1			CAL						1.56
2			CAL					Positive	1
3			CAL					Positive	1
4			CAL					Positive	0.9
5	WALL	CONCRETE	B	PEELING	WHITE	FIRST	GARAGE	Negative	< LOD
6	WALL	CONCRETE	D	PEELING	WHITE	FIRST	GARAGE	Negative	< LOD
7	CEILING	CONCRETE		PEELING	WHITE	FIRST	GARAGE	Negative	< LOD
8	WALL	CONCRETE	B	PEELING	TAN	FIRST	GARAGE EXTEROR	Negative	0.3
9	WALL	CONCRETE	D	PEELING	TAN	FIRST	GARAGE EXTEROR	Negative	0.26
10	ROOF	CONCRETE		PEELING	TAN	FIRST	GARAGE EXTEROR	Negative	0.21
11	ROOF	CONCRETE		PEELING	WHITE	FIRST	GARAGE EXTEROR	Negative	< LOD
12			CAL					Positive	1
13			CAL					Positive	1.2
14			CAL					Positive	1.1

**SECTION 01 26 57
 CHANGE ORDER REQUESTS (COR)**

1
 2
 3
 4 PART 1 – GENERAL 1
 5 1.1. SUMMARY 1
 6 1.2. RELATED SPECIFICATION SECTIONS 2
 7 1.3. DEFINITIONS AND STANDARDS 2
 8 1.4. CONTRACT EXTENSION 3
 9 1.5. OVERHEAD AND PROFIT MARKUP 3
 10 1.6. PERFORMANCE REQUIREMENTS 3
 11 1.7. QUALITY ASSURANCE 3
 12 PART 2 – PRODUCTS – NOT USED 4
 13 PART 3 - EXECUTION 4
 14 3.1. ESTABLISHING A CHANGE ORDER REQUEST 4
 15 3.2. SUBMIT A CHANGE ORDER REQUEST FORM 4
 16 3.3. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING 4
 17 3.4. EMERGENCY CHANGE ORDER REQUEST 4
 18

PART 1 – GENERAL

1.1. SUMMARY

- 21 A. Except in cases of emergency no changes in the Work required by the Contract Documents may be made by
 22 the General Contractor (GC) without having prior approval of the City Engineer or his representative.
 23 B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in
 24 the Work by written Change Order (CO). Such changes may include additions and/or deletions.
 25 C. Where the City desires to make changes in the Work through use of written Change Order Request (COR), the
 26 following procedures apply:
 27 1. If requested by the City, the GC shall prepare and submit a detailed proposal, including all cost and time
 28 adjustments to which the GC believes it will be entitled if the change proposed is incorporated into the
 29 Contract. The City shall be under no legal obligation to issue a Change Order for such proposal.
 30 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to
 31 properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such
 32 adjustments, the City may issue a Change Order and incorporate such changes and agreed to
 33 adjustments, if any.
 34 3. In some instances, it may be necessary for the City to authorize Work or direct changes in Work for which
 35 no final and binding agreement has been reached and for which unit prices are not applicable. In such
 36 cases the following shall apply.
 37 a. Upon written request by the City, the GC shall perform proposed Work
 38 b. The cost of such change may be determined in accordance with this specification.
 39 c. In the event agreement cannot be accomplished as contemplated herein, the City may authorize
 40 the Work to be performed by City forces or to hire others to complete the Work. Such action on
 41 the part of the City shall not be the basis of a claim by the GC for failure to allow it to perform the
 42 changed Work.
 43 D. Where changes in the Work are made by the City through use of a force account basis, the GC shall as soon as
 44 practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time
 45 period has been agreed to by both parties, give the City written Notice, stating:
 46 1. The date, circumstances and source of the extra work; and,
 47 2. The cost of performing extra work described by such Order, if any; and,
 48 3. Effect of the order on the required completion date of the Project, if any.
 49 E. The giving of each Notice by the GC as prescribed by this specification, shall be a requirement to liability of the
 50 City for payment of any additional costs incurred by the GC in implementing changes in the Work. Under this
 51 specification, no order or statement of the City shall be treated as a Change Order, or shall entitle the GC to an
 52 equitable adjustment of the terms of this Contract or damages for costs incurred by the GC on any activity for
 53 which the Notice was not given.
 54 F. In the event Work is required due to an emergency as described in this specification the GC must request an
 55 equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the
 56 commencement of such emergency.

- 1 G. All GC requests for equitable adjustment shall be submitted to the CPM per the specifications below. Such
2 requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be
3 accompanied by supporting information and documents.
4 H. No adjustment of any kind shall be made to this Contract, if asserted by the GC for the first time, after the date
5 of final payment.
6 I. This specification shall be used by the GC when preparing documentation for any COR to ensure each has been
7 properly and completely filled out as required by the City of Madison.
8

9 **1.2. RELATED SPECIFICATION SECTIONS**

- 10 A. Parts of this specification will reference articles within "The City of Madison Standard Specifications for Public
11 Works Construction".
12 1. Use the following link to access the Standard Specifications web page:
13 <http://www.cityofmadison.com/business/pw/specs.cfm>
14 a. Click on the "Part" chapter identified in the specification text. For example if the specification
15 says "Refer to City of Madison Standard Specification 210.2" click the link for Part II, the Part II
16 PDF will open.
17 b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you
18 to the referenced text.
19

20 **1.3. DEFINITIONS AND STANDARDS**

- 21 A. LABOR: The amount of time and cost associated with the performance of human effort for a defined scope of
22 Work. Labor is further defined as follows:
23 1. Labor rate is the total rate which includes the base rate, taxes, insurance and fringe benefits required by
24 agreement or custom.
25 2. Unit labor is the labor hours anticipated to install the corresponding unit of material.
26 3. Labor cost is the labor hours multiplied by the hourly labor rates.
27 B. MATERIAL: Actual material cost is the amount paid, or to be paid, by the GC for materials, supplies and
28 equipment entering permanently into the Work, including cost of transportation and applicable taxes. The cost
29 shall not exceed the usual and customary cost for such items available in the geographical area of the project
30 C. LARGE TOOLS AND MAJOR EQUIPMENT: Large tools and major equipment are those with an initial cost greater
31 than \$1,000, whether from the GC or other sources.
32 1. Tool and equipment use and time allowed is only for extra work associated with change orders.
33 a. Rental Rate is the machine cost associated with operating a piece of equipment for a defined
34 length of time (hour, day, week, or month) and shall not exceed the usual and customary amount
35 for such items available in the geographical area of the project.
36 b. Rental cost is the rental rate multiplied by the anticipated duration the equipment shall be
37 required.
38 2. The GC shall provide a breakdown of all rental rates to indicate what items and costs are associated with
39 the rate. Examples of items to include in the breakdown would be fuel consumption, lubrication,
40 maintenance and other similar expenses but not including profit and overhead.
41 3. When large tools and equipment needed for Change Order work are not already at the job site, the
42 actual cost to get the item there is also reimbursable.
43 D. BOND COST: The cost shall be calculated at 1% of the total proposed change order.
44 E. SUB-CONTRACTOR COSTS: Sub-contractor costs are for those labor, material, and equipment costs required by
45 subcontracted specialties to complete the Change Order work including allowable markups as outlined within
46 this specification.
47 F. OVERHEAD AND PROFIT Markup: The allowable markup percentage to a COR by the GC and Sub-contractors for
48 overhead and profit. All of the following are expenses associated with overhead and profit and shall not be
49 reimbursable as individual items on any COR:
50 1. CHANGE ORDER PREPARATION: All costs associated with the preparing and processing of the change
51 order.
52 2. DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by Owner as
53 additional Work to be documented as a COR or portion thereof.
54 3. INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and the
55 installation design, is the responsibility of the GC.
56 4. SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,000 or less, along
57 with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or
58 cutting oil, and similar items.

- 1 5. GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated
2 with direct labor and material such as job trailers, foreman truck, and similar items.
3 6. RECORD DRAWINGS: The preparation of record or as-built drawings.
4 7. OTHER COSTS: Any miscellaneous cost not directly assessable to the execution of the Change Order
5 including but not limited to the following:
6 a. All association dues, assessments, and similar items.
7 b. All education, training, and similar items.
8 c. All drafting and/or engineering, unless specifically requested by Owner as additional Work to be
9 documented as a Change Order proposal or portion thereof.
10 d. All other items including but not limited to review, coordination, estimating and expediting, field
11 and office supervision, administrative work, etc.
12 G. Contract Extension: The necessary amount of time to be added to the contract deadlines for the completion of a
13 change order.
14

15 **1.4. CONTRACT EXTENSION**

- 16 A. The GC shall not assume that every COR will require a Contract Extension. If the GC feels a contract extension is
17 warranted he/she shall provide sufficient scheduling information that shows how the COR being requested
18 impacts the critical path of the project.
19 B. The City of Madison strongly encourages the GC to explore alternative methods and practices prior to submitting
20 a COR with a request for contract extension.
21

22 **1.5. OVERHEAD AND PROFIT MARKUP**

- 23 A. Pursuant to the City of Madison Standard Specifications for Public Works Construction, Section 104.7, Extra
24 Work, the following maximum allowable markups shall be strictly enforced on all change orders associated with
25 the execution of this contract.
26 1. The total maximum overhead and profit shall not exceed fifteen percent (15%) of the total costs.
27 2. The total maximum overhead and profit shall be distributed as follows:
28 a. For work performed and materials provided solely by the General Contractor, fifteen percent
29 (15%) of the total costs.
30 b. For work performed and materials provided solely by Sub-contractors and supervised by the
31 General Contractor:
32 i. Supervision of the GC, five percent (5%) of the total Sub-contractor cost.
33 ii. Sub-contractors work and materials ten percent (10%) of the total Sub-contractor cost.
34

35 **1.6. PERFORMANCE REQUIREMENTS**

- 36 A. The GC shall become thoroughly familiar with this specification as it will identify procedures and expenses that
37 are or are not allowed under the Change Order and Change Order Request process.
38 B. The GC shall be responsible for all of the following:
39 1. Carefully reviewing the CB that is associated with the COR.
40 2. Collecting required supporting documentation from all contractors that quantify the need for a COR.
41 a. Labor hours and wage rates
42 b. Material costs
43 c. Equipment costs
44 C. The following shall apply to establishing prices for labor, materials, and equipment costs:
45 1. Where Work to be completed has previously been established by individual bid items in the contract bid
46 proposal the GC shall use the unit bid prices previously established.
47 2. Where Work to be completed was bid as a Lump Sum without individual bid items the GC shall provide a
48 breakdown of all labor, materials, equipment including unit rates and quantities required.
49 D. The completion date is determined by Owner. The schedule, however, is the responsibility of the GC. Time
50 extensions for extra Work will be considered when a schedule analysis of the critical path shows that the Change
51 Order Request places the Work beyond the completion date stated in the Contract.
52

53 **1.7. QUALITY ASSURANCE**

- 54 A. The GC shall be responsible for ensuring that all COR supporting documentation meets the following
55 requirements prior to completing the COR:
56 1. Sufficiently indicates labor, material, and other expenses related to completing the intent of the CB.
57 2. No costs exceed the usual and customary amount for such items available in the geographical area of the
58 project, and no costs exceed those established under the contract.

- 1 B. The City Project Manager (CPM) shall review all COR requests to ensure that the intent of the CB will be met
2 under the proposal of the COR or request additional information as necessary.
3

4 **PART 2 – PRODUCTS – NOT USED**

5
6 **PART 3 - EXECUTION**

7 **3.1. ESTABLISHING A CHANGE ORDER REQUEST**

- 8 A. Upon receipt of a Construction Bulletin (CB) where the GC believes a significant change in contract scope
9 warrants the submittal of a COR the GC shall do all of the following within ten (10) working days after receipt of
10 the CB:
11 1. Review the CB with all necessary trades and sub-contractors required by the change in scope.
12 a. Additions or deletions to the contract scope shall be as directed within the CB.
13 b. Additions or deletions of labor and materials shall be determined by the GC based on the
14 directives of the CB.
15 2. Assemble all required back-up documentation for additions and deletions of materials, labor and other
16 related contract costs as previously outlined in this specification.
17 3. Submit a COR request form on the Project Management Web Site.
18 B. Submitting a COR does not obligate the GC to complete the work associated with the COR nor does it obligate
19 the Owner to approve the COR as a change to the contract.
20

21 **3.2. SUBMIT A CHANGE ORDER REQUEST FORM**

- 22 A. Constructor shall provide a detailed change order request indicating materials, labor and equipment fees as
23 follows:
24 1. Provide a summary description of the COR request, and justification for any requested time extension to
25 the contract, indicate the number of calendar days being requested for the extension and add any
26 attachments to the form as needed.
27 2. Provide all GC self performance data including all of the following:
28 a. Materials description, quantities, and unit costs.
29 b. Labor hours and rates for all Foremen, Journeymen, and Apprentices by trade.
30 c. Equipment descriptions, quantities, unit costs and rates.
31 3. Provide all Sub-contractor data including all of the following:
32 a. Materials description, quantities, and unit costs.
33 b. Labor hours and rates for all Foremen, Journeymen, and Apprentices by trade.
34 c. Equipment descriptions, quantities, unit costs and rates.
35 5. Ensure all calculations have been completed correctly.
36 6. Submit the COR via email to the City Project Manager
37

38 **3.3. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING**

- 39 A. The CPM shall review all CORs submitted by the GC. If required the CPM, shall in good faith, further negotiate
40 the COR with the GC as necessary. All amendments to any COR shall be documented.
41 C. After final review of the COR the CPM and Owner may accept the COR.
42 D. The CPM shall prepare the COR in the form of an official Board of Public Works Change Order for final review and
43 approval.
44 E. The GC shall not act upon any accepted COR until it has received final approval through the Public Works process
45 as an official CO to the Work unless instructed to do so by the CPM. Proceeding without the final approval of a
46 fully authorized Change Order is at the GC's own risk.
47

48 **3.4. EMERGENCY CHANGE ORDER REQUEST**

- 49 A. In the event Work is required due to an emergency as described in the Contract Documents, the GC must
50 request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the
51 commencement of such emergency.
52 B. The GC shall provide full documentation of all labor, materials and equipment used during the period of
53 emergency as part of the COR submittal.
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END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1
2
3
4 PART 1 – GENERAL 1
5 1.1. SUMMARY 1
6 1.2. CITY ORDINANCES 1
7 1.4. DEFINITIONS 1
8 1.5. PERFORMANCE REQUIREMENTS 2
9 1.6. SUBMITTALS AND DELIVERABLES 2
10 1.7. QUALITY ASSURANCE 2
11 PART 2 – PRODUCTS – THIS SECTION NOT USED 2
12 PART 3 - EXECUTION 2
13 3.1. HAZARDOUS AND TOXIC WASTE 2
14 3.2. GENERAL GUIDELINES FOR ALL WASTES 2
15 3.3. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE 3
16 3.4. GUIDELINES FOR DISPOSAL OF WASTES 4
17

PART 1 – GENERAL

1.1. SUMMARY

- 21 A. This specification includes administrative and procedural requirements for the recycling, re-use, salvaging, and
22 disposal of non-hazardous construction and demolition waste.
23 B. The General Contractor (GC) shall be fully responsible for complying with all applicable ordinances and other
24 such regulatory requirements during the execution of this contract.
25

1.2. CITY ORDINANCES

- 27 A. There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and
28 demolition waste.
29 1. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements
30 associated with this ordinance including definitions, documentation requirements, and penalties.
31 2. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements
32 associated with applying for and receiving a demolition permit.
33 B. All City of Madison, Board of Public Works, contracts being conducted by City Engineering, Facility Management,
34 for construction, remodeling, or demolition shall comply with the above ordinances regardless of project type or
35 size.
36

1.4. DEFINITIONS

- 38 A. Clean: Untreated and unpainted material, free of contamination caused by oils, solvents, caulks, and other
39 chemicals.
40 B. Construction and Demolition Debris: Materials resulting from the construction, remodeling, repair, and
41 demolition of utilities, structures, buildings, and roads.
42 C. Disposal: Off-site removal of construction and demolition debris and the subsequent sale, recycling, reuse, or
43 deposit in authorized landfill or incinerator.
44 D. Hazardous: Exhibiting the characteristics of hazardous substance, i.e. ignitability, corrosiveness, toxicity, or
45 reactivity and including but not limited to asbestos containing materials, lead, mercury and PCBs.
46 E. Non-hazardous: Exhibiting none of the characteristics of a hazardous substance.
47 F. Nontoxic: Not immediately poisonous to humans or poisonous after a long period of exposure.
48 G. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured
49 into a new product.
50 H. Recycle: Any process by which construction or demolition debris is diverted from final disposal as solid waste at
51 a permitted landfill and instead is collected, separated, and/or processed into raw materials for new, reused, or
52 reconstituted products; or for the recovery of materials for energy production processes.
53 I. Recycler: Any recycling facility, transfer station, or other waste handling facility which accepts construction and
54 demolition debris for recycling, or for other transferring to a recycling facility.
55 J. Recycling: The process of sorting, cleaning, treating, or reconstituting solid waste and other discarded materials
56 for the purpose of preparing the material to be recyclable. Recycling does not include burning, incinerating or
57 thermally destroying waste.
58 K. Return: To give back reusable items or unused products to vendors for credit.

- 1 L. Reuse: Shall mean any of the following:
- 2 1. The on-site use of reprocessed construction and demolitions debris.
- 3 2. The off-site redistribution of a material, for use in the same manner or similar manner at another
- 4 location.
- 5 3. The use of non-toxic, clean wood as an alternative fuel source.
- 6 M. Salvage: To remove a waste material from the project site for resale or reuse by the Owner or others.
- 7 N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- 8 O. Trash: Any product or material unable to be re-used, returned, recycled, or salvaged.
- 9 P. Waste: Extra materials or products that have reached the end of its useful life or its intended use. Waste
- 10 includes salvageable, returnable, recyclable and re-useable construction and demolition materials, and trash.
- 11

12 1.5. PERFORMANCE REQUIREMENTS

- 13 A. The GC shall develop a Waste Management Plan that results in end-of-project rates for salvage/recycling/reuse
- 14 of 75 percent (minimum) by weight of the total waste generated by the Work. Percentages may be adjusted on
- 15 a project by project basis depending on selected LEED goals associated with the project.
- 16 B. The GC shall salvage or recycle 100 percent of all uncontaminated packaging materials including but not limited
- 17 to the following:
- 18 1. Paper
- 19 2. Cardboard
- 20 3. Beverage containers
- 21 4. Boxes
- 22 5. Plastic Sheet and film
- 23 6. Polystyrene packaging
- 24 7. Wood crates and pallets
- 25 8. Plastic pails and buckets
- 26 C. Promote a resourceful use of supplies and materials through proper planning and handling. Generate the least
- 27 amount of waste possible by minimizing errors, poor planning, breakage, mishandling, contamination or other
- 28 similar factors.
- 29 D. Use all reasonable means to divert construction waste from landfills and incinerators through recycling, reuse, or
- 30 salvage as appropriate.
- 31

32 1.6. SUBMITTALS AND DELIVERABLES

- 33 A. The GC shall provide copies of items below to the City Project Manager upon completion of the work but before
- 34 contract closeout.
- 35 1. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by
- 36 recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and
- 37 invoices.
- 38 2. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and
- 39 incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.
- 40

41 1.7. QUALITY ASSURANCE

- 42 A. Regulatory Requirements: comply with all hauling and disposal regulations of authorities having jurisdiction.
- 43

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

46 **PART 3 - EXECUTION**

48 3.1. HAZARDOUS AND TOXIC WASTE

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

55 3.2. GENERAL GUIDELINES FOR ALL WASTES

- 56 A. Recycle all paper and beverage containers used by workers, sub-contractors, suppliers and visitors to the project
- 57 site.

- 1 B. All revenues, savings, rebates, tax credits, and other such incentives received from recycling, reusing, or
2 salvaging waste materials shall accrue to the GC unless specified otherwise in the contract documents.
- 3 C. Separate recyclable, reusable, and salvageable waste from other waste materials, trash, and debris except where
4 Waste Management Disposal Company allows comingled waste materials.
- 5 1. Separate by type in appropriate containers or designated areas according to the approved waste
6 management plan away from the construction area. Do not store within the drip lines of existing trees.
- 7 2. Inspect containers and bins frequently for contamination and inappropriately sorted materials. Remove
8 contaminated materials and resort as necessary.
- 9 3. Stockpile bulk materials such as sand, topsoil, stone, etc., on site away from the construction area and
10 without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water, and
11 cover to prevent windblown dust. Do not store within the drip lines of existing trees.
- 12 4. Whenever possible store items off the ground and/or protect them from the weather.
- 13

14 **3.3. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE**

- 15 A. The following guidelines are not a complete or all inclusive list.
- 16 B. Asphalt Paving: Break-up into transportable pieces or grind, transport to an authorized recycling facility.
- 17 C. Clean Fill: When allowed by Division 31 Specifications; concrete, masonry, stone, asphalt pavement, sand and
18 other such materials may be used as clean fill on this project site. The GC shall verify with the CPM as necessary
19 prior to using any materials as clean fill. Materials shall be processed, placed, and compacted as specified. If not
20 being re-used on site, transport to an authorized recycling facility.
- 21 F. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials,
22 structural or engineered wood products, and pallets or crates. Clean Wood shall be free of paints, stains, oils,
23 preservatives and other such contaminants.
- 24 1. Useable pieces shall be sorted by type and dimension, bundled and transported off site by the GC or
25 returned to the supplier.
- 26 2. Non-useable pieces shall be palletized or containerized, transport to an authorized recycling facility.
- 27 3. Clean, uncontaminated sawdust and wood shavings shall be bagged, transport to an authorized recycling
28 facility.
- 29 G. Concrete: Break-up into transportable pieces, remove all reinforcing and other metals, transport to an
30 authorized recycling facility.
- 31 H. Glass Products: Shall be sorted by types, do not include light fixture lamps and bulbs. Products broken in
32 shipment shall be returned to the supplier. Broken or cracked items still in frames shall be taped to prevent
33 further breakage and injury to workers. Transport to an authorized recycling facility.
- 34 I. Gypsum Board: Stack large clean pieces on wooden pallets or container, store in a dry location, transport to an
35 authorized recycling facility.
- 36 J. Light Fixture Lamps and Bulbs: Fluorescent tubes shall be containerized, transport to an authorized recycling
37 facility.
- 38 K. Masonry and CMU: Remove all metal reinforcing, anchors, and ties, clean undamaged pieces and neatly stack on
39 pallets, transport damaged pieces to an authorized recycling facility.
- 40 L. Metals: Sort metals by type as follows, this does not include piping:
- 41 1. Architectural metals including but not limited to siding, soffit, and roofing panels shall be sorted by
42 material, palletize or bundle as needed and transport to an authorized recycling facility.
- 43 2. Structural steel, sort by size and type; palletize and transport to an authorized recycling facility.
- 44 3. Miscellaneous metals such as aluminum, brass, bronze, etc shall be sorted by type, containerized or
45 palletized as necessary, transport to an authorized recycling facility.
- 46 M. Packaging and shipping materials
- 47 1. Cardboard boxes and containers: Breakdown all cardboard boxes and containers into flat sheets. Bundle
48 and store in a dry location until transported for recycling.
- 49 2. Pallets:
- 50 a. Whenever possible require deliveries using pallets to remove them from the project site.
- 51 b. Neatly stack pallets in preparation for reusing them or providing them to other companies for
52 salvage or re-use.
- 53 c. Break down pallets into component wood pieces that comply with the requirements for recycling
54 clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
- 55 3. Crates: Break down crates into component wood pieces that comply with the requirements for recycling
56 clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
- 57 4. Polystyrene Packaging: Separate and bag materials.

- 1 N. Piping and conduit: Reduce all piping and conduit to straight lengths, sort and store by size, material and type.
- 2 Remove supports, hangers, valves, boxes, sprinkler heads, and other such components, sort and store by size,
- 3 material and type. Transport to authorized recycling facilities according to material types.
- 4 O. Roofing: Roofing materials shall be sorted and containerized by type, transport to authorized recycling facilities
- 5 according to material types.
- 6 P. Site-Clearing Waste: Sort all site waste by type.
- 7 1. Only stockpile soils types and quantities required for re-use on the project site. All remaining quantities
- 8 shall be transported off site to an authorized facility that receives such materials.
- 9 2. Brush, branches, and trees with no marketable re-use shall be transported to facilities for chipping into
- 10 mulch.
- 11 3. Trees with a marketable re-use shall be salvaged and transported to facilities that specialize in processing
- 12 trees for future use as wood products.
- 13

14 **3.4. GUIDELINES FOR DISPOSAL OF WASTES**

- 15 A. Any waste that is contaminated, organic, or cannot be recycled, re-used, or salvaged shall be legally disposed of
- 16 in an authorized landfill or incinerator. Disposal methods shall follow all applicable regulatory requirements.
- 17 B. No waste material of any kind, except those types designated as clean fill in section 3.3 above, shall be allowed
- 18 to be buried on the project site at any time.
- 19 C. No burning of any kind of waste material shall be permitted on this project site at any time.
- 20 D. Treated Wood Materials: Treated wood materials including but not limited to wood that has been painted,
- 21 stained, or chemically treated shall not be recycled or incinerated.
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END OF SECTION

SECTION 01 76 00
PROTECTING INSTALLED CONSTRUCTION

1
2
3
4 PART 1 – GENERAL 1
5 1.1. SUMMARY 1
6 1.2. QUALITY ASSURANCE 1
7 1.3. RELATED SPECIFICATIONS 1
8 PART 2 - PRODUCTS 2
9 2.1. FENCING MATERIALS AND BARRICADES 2
10 2.2. EROSION CONTROL PROTECTION 2
11 PART 3 - EXECUTION 2
12 3.1. GENERAL EXECUTION REQUIREMENTS 2
13 3.2. PROTECT ADJACENT PROPERTIES 3
14 3.3. PROTECT LANDSCAPING FEATURES 3
15 3.4. PROTECT UTILITIES 3
16 3.5. PROTECT PUBLIC RIGHT OF WAY 4
17 3.6. PROTECT WORK - EXTERIOR 4
18

PART 1 – GENERAL

1.1. SUMMARY

- 22 A. The purpose of this specification is to provide clear responsibilities, guide lines, and requirements related to
23 providing protection to already installed construction.
24 B. Already installed construction shall include but not be limited to the following:
25 1. Any existing site feature such as pavement, curbs, drainage features, utilities, landscaping features (trees,
26 shrubbery, plantings, flagpoles, etc) and other such exterior items not associated with the building
27 whether on or adjacent to the project site.
28 2. Any existing structure on or adjacent to the project site.
29 3. Any existing feature of any kind within the public right-of-way that may be on the project site property,
30 adjacent to the project site or across the street from the project site.
31 C. The requirements noted within this specification do not relieve any contractor of the responsibility for
32 compliance with any code, statute, ordinance, or other such regulatory requirement having jurisdictional
33 authority over these contract documents.
34

1.2. QUALITY ASSURANCE

- 36 A. It shall be the responsibility of every contractor and worker assigned to the project to be diligent in protecting all
37 existing work, and newly installed construction.
38 B. It shall be the General Contractors’ (GC) responsibility under the contract to provide all reasonable protection
39 methods, materials, or precautionary measures required to protect new or existing construction as described in
40 this specification to the project as a whole.
41 1. The GC shall be responsible to ensure any damaged new or existing construction is repaired or replaced
42 at no additional cost to the Contract.
43 2. The GC at his/her discretion may direct other contractors to provide and maintain protection of
44 completed work associated with their Division of Work. I.E.: The carpet installer may be required by the
45 GC to provide carpet protection along traveled paths, ingress/egress, etc after installation.
46 C. It shall be the responsibility of the GC to ensure that all materials being used to protect installed construction are
47 compatible with, and/or adjacent to, the materials being protected. This shall include but not be limited to the
48 material used as covering, tapes used to fasten protective materials, etc.
49

1.3. RELATED SPECIFICATIONS

- 51 A. Parts of this specification will reference articles within “The City of Madison Standard Specifications for Public
52 Works Construction”.
53 1. Use the following link to access the Standard Specifications web page:
54 <http://www.cityofmadison.com/business/pw/specs.cfm>
55 a. Click on the “Part” chapter identified in the specification text. For example if the specification
56 says “Refer to City of Madison Standard Specification 210.2” click the link for Part II, the Part II
57 PDF will open.

- b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you to the referenced text.
- c. City Standard Detail Drawings (SDD) may be located from the index in Part VIII.

PART 2 - PRODUCTS

2.1. FENCING MATERIALS AND BARRICADES

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

2.2. EROSION CONTROL PROTECTION

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

PART 3 - EXECUTION

3.1. GENERAL EXECUTION REQUIREMENTS

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

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3.2. PROTECT ADJACENT PROPERTIES

- A. Whenever possible through the design process the City of Madison shall have previously provided notice to adjacent property owners that work will be occurring on or near their property. The City of Madison shall also have obtained any permanent or temporary easements that may be necessary to complete any Work on adjacent properties.
- B. It shall be the responsibility of the GC to do the following for all Work under this contract being performed on or adjacent to the property line:
 - 1. Contact the adjacent property owner and provide him/her with information on the work to be done, equipment to be used, and estimated duration of the work. Information to be updated and communicated to property owner(s) as construction progresses and site conditions change.
 - a. If any adjacent property is a rented or leased space the GC shall also make contact and provide the same information to the tenants.
 - b. Determine from the owner and/or tenants if there are any concerns for children, pets, special plantings, or other concerns.
 - 2. Discuss the following with all contractors performing work on or near the property line.
 - a. Work to be completed and timeline.
 - b. Concerns of adjacent property owners/tenants from item 1 above.
 - c. Which protective measures will be necessary to protect adjacent properties and address the concerns of adjacent property owners/tenants.
 - 3. Ensure all protective measures are placed and maintained during the execution of Work on or adjacent to the property line. Interact with the adjacent property owners/tenants as needed.
- C. Any contractor doing work on or adjacent to the property line shall install and maintain any protective measure identified in the contract documents, this specification, or as directed by the GC.
- D. The GC shall be responsible for restoring any damage to structure and property located on or adjacent to the property line.
 - 1. Restoration shall include but not be limited to repair or replacement using like materials and finishes to its original condition or better.
 - 2. Restoration of landscaping materials shall include watering of any seed, sod, or other planting of any kind for a reasonable period of time to encourage germination and root development.
- E. The GC shall keep the CPM informed directly to any issues pertaining to adjacent property owners and tenants.

3.3. PROTECT LANDSCAPING FEATURES

- A. Except where specifically stated in other areas of the construction documents the following minimal protection requirements shall apply under this section.
 - 1. Whenever possible do not install new landscape features until exterior building construction has been completed, equipment such as scaffolding and lifts are no longer needed and have been removed, and heavy equipment operation is no longer required.
 - 2. Whenever possible remove and temporarily store all existing landscape features such as benches, waste receptacles, signage, and other such features that will be within the area of Work that can be removed.
 - 3. Landscape features that cannot be removed such as flag poles, light poles, light bollards, etc. shall be protected with Type D fencing for areas on pavement or Type E fencing for areas on soil.
 - 4. Planting beds shall be protected using Type E fencing around the exposed perimeter of the planting bed as needed.
 - 5. The City of Madison Standard Specification 107.13 shall apply to all tree protection in and around the project site at all times.

3.4. PROTECT UTILITIES

- A. The contractor shall be responsible for notifying all utilities to determine emergency response procedures and protection requirements prior to installing any construction protection.
 - 1. This includes requesting utility marking through Diggers Hotline.
 - a. Call 811 or 1-800-242-8511 to request a public utility locate
 - b. For emergency locate call (262) 432-7910 or (877) 500-9592
 - 2. Contact the Owner and CPM for any available private utility information on the property that may be available prior to calling a private utility locating company.
- B. Except where specifically stated in other areas of the construction documents the following minimal protection requirements shall apply under this section.

- 1 1. Hydrants, lamp posts, electrical transformers, and other utility pedestals shall be protected with Type D
2 fencing for areas on pavement or Type E fencing for areas on soil. Fence posts shall be located so as to
3 not be directly over the utility main.
- 4 2. Storm sewer structures in pavement shall have proper inlet protection according to City of Madison
5 Standard Specification 210.1(g) and Type C Construction Barrels when necessary.
- 6 3. Storm sewer structures in turf and other landscaped areas shall have proper inlet protection according to
7 City of Madison Standard Specification 210.1(g) and Type E fencing for areas on soil.
- 8 4. Stormwater management features such as greenways, retention/detention ponds, bio-filtration ponds
9 and other such features shall be properly protected according to the appropriate erosion control
10 measure specified on the Erosion Control Plan. See multiple sections of City of Madison Standard
11 Specification 210.1
 - 12 a. For the protection of hard to see items such as structures, castings, inlets, etc. in grassy areas
13 provide Type E fencing for areas on soil.
 - 14 c. For the protection of storm water management features having special soils and plants such as
15 bio-filtration ponds provide Type E fencing for areas on soil.
- 16 5. Other structures and covers including but not limited to cleanouts, wiring hand holes, valve boxes, access
17 structures, grease trap structures, etc shall be protected as follows:
 - 18 a. Provide Type E fencing for areas on soil.
 - 19 b. When paving operations are complete provide a construction barrel or cone near structures as
20 necessary depending on required heavy construction traffic.

21
22 **3.5. PROTECT PUBLIC RIGHT OF WAY**

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

37
38 **3.6. PROTECT WORK - EXTERIOR**

- 39 A. Provide all temporary services that may be required to protect the installed material from heat, cold, humidity,
40 etc, while materials such as concrete, mortar, sealants, paints, etc, are drying and/or curing.
- 41 B. Open trenches, pits, and other such excavations shall be properly covered, lined, or shored as needed during
42 periods of inclement weather to prevent the caving of soils onto existing work in progress. Refer to the
43 appropriate specifications and/or regulatory requirements governing this type of work as necessary.
- 44 C. Provide plywood turning pads for skid loaders to turn on to prevent tire marking on new pavement.
- 45 D. Do not permit the parking of vehicles with any kind of fluid leaks to park on new pavement.
- 46 E. The contractor shall be responsible for cleaning, repairing, or replacing any completed work or work in progress
47 under this specification as deemed necessary by the CPM without additional cost to the contract.

48
49
50
51 **END OF SECTION**

SECTION E: BIDDERS ACKNOWLEDGEMENT

**DEMOLITION - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO. 7532**

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 - GARAGE, 1397 LINDA VISTA ROAD CONTRACT NO. 7532

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

Disclosure of Ownership

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

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

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

**DEMOLITION - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO. 7532**

Best Value Contracting

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- 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 - GARAGE, 1397 LINDA VISTA ROAD CONTRACT NO. 7532

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:

DEMOLITION - GARAGE, 1397 LINDA VISTA ROAD CONTRACT NO. 7532

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 Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the 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 - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO. 7532**

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 - GARAGE, 1397 LINDA VISTA ROAD
CONTRACT NO. 7532**

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