

\$333,270.37

BID OF INTERSTATE DEMOLITION, LLC

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION

CONTRACT NO. 9174

MUNIS NO. 10525 -51 -110

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 10, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

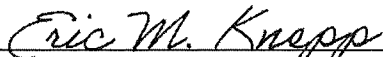
**MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION
CONTRACT NO. 9174**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK: MS

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:	MCPIKE PARK – BUILDING DEMOLITIONS AND SITE RESTORATION
CONTRACT NO.:	9174
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	08/08/24
DEADLINE FOR BIDDER QUESTIONS AND SUBSTITUTION REQUESTS	08/06/24
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	08/08/24
BID SUBMISSION (2:00 P.M.)	08/15/24
BID OPEN (2:30 P.M.)	08/15/24
PUBLISHED IN WSJ	07/25/24, 08/01/24 & 08/08/24

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 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/engineering/developers-contractors/standard-specifications.

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.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) 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.

MINOR DISCREPANCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☒ Building Demolition

Street, Utility and Site Construction

- 201 ☐ Asphalt Paving
205 ☐ Blasting
210 ☐ Boring/Pipe Jacking
215 ☐ Concrete Paving
220 ☒ Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 ☐ Concrete Bases and Other Concrete Work
222 ☒ Concrete Removal
225 ☐ Dredging
230 ☐ Fencing
235 ☐ Fiber Optic Cable/Conduit Installation
240 ☒ Grading and Earthwork
241 ☐ Horizontal Saw Cutting of Sidewalk
242 ☐ Hydro Excavating
243 ☐ Infrared Seamless Patching
245 ☐ Landscaping, Maintenance
246 ☐ Ecological Restoration
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

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at <https://www.cityofmadison.com/civil-rights/contract-compliance>.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION CONTRACT NO. 9174

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 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

This contract is for the demolition and removal of structures, site features and asphalt paving located at 202-212 S. Baldwin Street, Madison, WI. The contract work shall be as described in the plans, specifications, and bid item summaries. The work shall include but not be limited to the following:

- Installation of tree protection and erosion control measures.
- Recycling of building materials per the City of Madison approved recycling and reuse plans.
- Plugging existing sanitary service laterals to the structures
- Demolition and removal of the structures (including footings, foundations, concrete steps and ramps),
- Removal of asphalt paving, concrete steps/sidewalk, concrete paving, curb and gutter, and an existing storm inlet within the street right-of-way.
- Installation of six inches of clean subsoil and six inches of clean topsoil in all disturbed areas.
- Re-grading the disturbed area, seeding and installation of protective matting as specified in these special provisions.
- Constructing new concrete curb and gutter and storm inlet within the street right-of-way with asphalt patching.

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.

The project area is a brownfield site per WDNR standards. The Contractor shall assume that any soil excavated below building/pavement foundations and gravel bases is contaminated and requires landfiling, unless directed otherwise by the Project Engineer or Environmental Consultant. Bid tab quantities for site earthwork are calculated to separate clean material from contaminated materials. See BID ITEM 20101 – EXCAVATION CUT.

In addition, the Contractor shall include all costs of permits (except as noted in Section 108.2 below), disposal, equipment rental, and any other costs whatsoever which may be required for execution of this contract.

SECTION 104.1: LANDS FOR WORK

This contract is to be performed at 202-212 S. Baldwin St., Madison, WI. The Contractor shall only be allowed entrance and exiting to the site from S. Baldwin Street at the designated construction entrance.

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

The Contractor shall contain all demolition and construction activities within the area of demolition shown on the plans.

SECTION 104.2: INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complimentary of each other and consist of all of the following. The Contractor and all Sub-contractors shall be responsible for reviewing all documents that may affect their understanding of the work to be performed under this contract.

- The City Standard Specification
<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.
- Attachment A – Project Plans, PDF
- Attachment B – Reuse and Recycling Plans, PDF
- Attachment C – Hazardous Material Reports, PDF

SECTION 104.8: REMOVALS

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

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

SECTION 104.11: FINAL CLEANUP

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

- Construction limits fencing removed
- Construction entrance removed
- Site graded per plan, seeded, and erosion matting is installed and properly staked
- Sidewalk and traffic lanes are clean of dirt, stone, and debris
- Silt Sock shall remain in place until after seed has established

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

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: SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall be responsible for furnishing and setting any construction survey stakes or reference points and bench marks necessary to establish the location, alignment, and elevation for the project.

SECTION 105.12: COOPERATION BY CONTRACTOR

The Contractor shall attend a pre-construction meeting prior to the start of construction. The City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket.

Existing site utilities include, and are not limited to:

- Overhead electrical lines to existing pole-mounted area lights.
- Multiple underground sanitary and storm sewer lines.
- Multiple fiber and telecommunication lines south of the railroad tracks and in the street terrace on S. Baldwin Street.
- An MMSD force main sanitary sewer line runs through the site, between buildings 202-208 and 210 S. Baldwin.

NO changes to the proposed elevations or site improvements may be made within any utility easement without written approval from the Engineer.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk, or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall secure materials at the end of each workday to deter any potential vandalism and theft.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

SECTION 107.12 RAILROAD – HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATIONS ON RAILROAD RIGHT-OF-WAY

The project is adjacent to Wisconsin & Southern Railroad (WSOR) Railroad Tracks.

Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimate cost for compensation for a flag person based on the estimate time required to perform all work within twenty-five feet (25') of the tracks at the current hourly rate of compensation charged by WSOR for a flag person.

In the event the pre-paid amount for the flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the contractor. In the event that the actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimate additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

The WSOR company representative with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR) at (608)-620-2044. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the railroad tracks. The Contractor shall obtain authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements.

Railroad flagging shall be paid under BID ITEM 10712 – RAILROAD FLAGGING.

The Contractor shall provide such special third party protection insurance for and in behalf of the railroad company and operating railroad for work in the ROW per Article 107.12(c) of the Standard Specifications.

Railroad insurance shall be paid under BID ITEM 10790 – RAILROAD INSURANCE.

SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work.

The Contractor shall take extreme care with protecting the trees and public sidewalk adjacent to the project site. The Contractor with the Project Manager shall walk the site and record the condition of existing adjacent items, with photos, to create a benchmark for restoration.

SECTION 107.7: MAINTENANCE OF TRAFFIC

A Traffic Control Plan is not required for this project. However, the contractor shall be prepared to properly execute the following as needed:

- Any closure of the S. Baldwin Street travelled way or sidewalk adjacent to the demolition site requires a Street Occupancy Permit. The Contractor shall be responsible to obtain the permit, if necessary.

- The Contractor shall provide traffic flaggers as necessary for construction vehicles entering and exiting the site from S. Baldwin Street.

SECTION 108.2: PERMITS

The Contractor shall be fully responsible for applications, fees, and any permits required but not included below associated with abatement, demolition, and inspection to meet all applicable codes.

- The following list indicates permits already in progress by the Owner and the responsibility of the Owner or the Contractor for finalizing and obtaining each:
 - WI-DNR WRAPP Water Resources Application for Project Permit, (formerly known as a Notice of Intent NOI)
 - City of Madison Erosion Control Permit
 - Demolition Permit. The Owner will have completed all required plan reviews necessary for the obtaining the Demolition Permit prior to the Contractor receiving the Start Work Letter.
 - The Owner shall be responsible for paying for the permit.
 - The Contractor shall be responsible for scheduling all required inspections; and for closing the permit. The Contractor shall provide copies of the closing report to the Project Manager.
 - Street Terrace Permit. The Owner will have completed all required plan reviews necessary for obtaining the Street Terrace Permit prior to the Contractor receiving the Start Work Letter.
 - The Owner shall be responsible for paying for the permit.
 - The Contractor shall be responsible for scheduling all required inspections; and for closing the permit.
 - Excavate in Public Right-of Way Permit
 - Sewer Plug Permit. The Owner will have completed all required plan reviews necessary for obtaining the Sewer Plug Permits prior to the Contractor receiving the Start Work Letter.
 - City Engineering Operations Section shall inspect the plugging of the sanitary sewer laterals.
 - The Contractor shall be responsible for plugging the sanitary sewer laterals between the foundation and sanitary sewer easement.
 - Notify the City Engineering Operations Section to schedule an inspection of the sewer plugs prior to beginning backfill operations.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

SECTION 109.2: PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Project Manager in writing.

SECTION 204.1: CLEARING AND GRUBBING

Removal of the shrub vegetation surrounding the building foundations shall be incidental to Bid Item 90005, Demolition of Structures.

SECTION 109.7: TIME OF COMPLETION

It is anticipated that the City of Madison will issue a Start to Work letter on or about October 8, 2024. Work under the contract shall be substantially complete by January 31, 2025. This shall include final inspections completed by the City Project Manager or City Construction Manager, and other regulatory inspections as required.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Project Manager. A significant change shall be considered more than a 30% change in quantities.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

BID ITEM 10911 - MOBILIZATION**DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits. The Contractor may only enter the construction site through the construction entrance as shown on the plans. THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.

The Contractor is responsible for restoration of any damage to the site due to construction access.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 20101 – EXCAVATION CUT**DESCRIPTION**

Work under this item shall include loosening, loading, hauling of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional AutoCAD Civil 3D files containing the digital terrain models used for the earthwork calculations are available.

It is estimated that all material generated from excavation will be distributed on the site. Placement of excavated subsoil material shall be included in BID ITEM 20101 - EXCAVATION CUT. Any additional

imported subsoil material necessary to complete the work shall be paid for in BID ITEM 20202 – FILL BORROW.

Calculations for existing asphalt removal estimate an average of three (3) inches of asphalt, with six (6) inches of crushed stone base. This material is not considered contaminated, and is removed and disposed of under BID ITEM - 20101 EXCAVATION CUT.

Calculations for existing building slab removal estimate an average of six (6) inches of concrete, with six (6) inches of crushed stone base. This material is not considered contaminated, and is removed and disposed of under BID ITEM - 90005 DEMOLITION OF STRUCTURES.

Calculations for existing building footing removal estimate a perimeter footing depth of five (5) feet for buildings at 210 and 212 S. Baldwin St. Footing removal for buildings 208, 206 and 202 S. Baldwin St. estimate a dividing wall footing depth of five (5) feet.

Calculations for removing abandoned railroad track, BID ITEM – 90000 REMOVE ABANDONED RAILROAD TRACK, estimate an average of three (3) inches of asphalt, with eighteen (18) inches of railroad ties and rails. Existing ballast to remain.

Calculations for excavated contaminated soil encountered during the project, BID ITEM 90003 – EXCAVATION, LOADING AND HAULING OF SOLID WASTE MATERIALS, are estimated based on proposed subgrade elevations and proposed excavation depths

All disturbed areas shall be restored with six (6) inches of clean fill, per BID ITEM 20202 – FILL BORROW, covered with six (6) inches of topsoil, per BID ITEM 20221 – TOPSOIL,

METHOD OF MEASUREMENT

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Excavation Cut shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 20202– FILL BORROW

DESCRIPTION

This bid item shall include clean, compactable fill (no clay) as described in section 202.2(a) of the City Standard Specifications. This bid item shall include the purchase, transportation, placement and machine compaction of the fill material.

The Fill Borrow quantities for this contract have been computed by digital terrain modelling surface data volume computations.

METHOD OF MEASUREMENT

Fill Borrow shall be measured per CY (cubic yard) of material as listed in the proposal page without measurement thereof. Weigh scale tickets for each truck shall be provided to the Project Manager for verification of material required for filling to approximately 6" below proposed grade after compaction. Compactions shall be done in 12" lifts, max.

BASIS OF PAYMENT

Fill Borrow shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 20221 - TOPSOIL

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to place and distribute **six (6) inches** of topsoil to meet proposed grades. Topsoil shall comply with Article 202.2(f) of the Standard Specifications.

The topsoil quantities for this contract have been computed by digital terrain modelling surface data volume computations.

The Contractor shall notify the Project Manager a minimum of 48 hrs prior to inspect and approve the finish grade **prior to seeding and erosion matting**. If seed and mat are placed prior to the finish grade inspection, the Contractor may be required to removing matting and re-seed at no additional cost to the City.

METHOD OF MEASUREMENT

Topsoil shall be measured as SY (square yard) of material as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Topsoil shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas including areas damaged by construction activities, in accordance with Article 207 of the Standard Specifications. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

Quantities listed in the proposal page includes seeding all areas within the disturbance limits.

Contractor to note – the Project Manager shall be contacted to inspect and approve the finish grade prior to seeding and mulching.

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

METHOD OF MEASUREMENT

Terrace Seeding shall be measured as SY (square yard) of material as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Terrace Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM 21002 – EROSION CONTROL INSPECTION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to perform and submit weekly and ½" rainfall erosion control inspections per Article 210 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Erosion Control Inspection shall be measured by each completed and approved online inspection submitted to the City of Madison Licenses and Permits portal.

BASIS OF PAYMENT

Erosion Control Inspection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

BID ITEM 21017 – SILT SOCK (8 INCH) – COMPLETE (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 8 inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

100 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

METHOD OF MEASUREMENT

Silt Sock (8 Inch) – Complete (Undistributed) shall be measured per linear foot as described above.

BASIS OF PAYMENT

Silt Sock (8 Inch) - Complete (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM 21061 - EROSION MATTING, CLASS I, URBAN TYPE A

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class I, Urban Type A on all seeded disturbed areas as noted in the plans.

Work under this bid item shall be as set forth in the latest edition of the Standard Specifications, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure

park users. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Erosion Matting, Class I, Urban Type A".

Anchorage devices shall be completely biodegradable. Photobiodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

Erosion Matting, Class I, Urban Type A shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer a manufacturer's recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class I, Urban Type A required to accommodate existing tree locations shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Erosion Matting, Class I, Urban Type A shall be measured by SY (square yard) quantity as listed in the proposal page without measurement thereof, not including run out and overlap.

BASIS OF PAYMENT

Erosion Matting, Class I, Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM 21302 - CONSTRUCTION FENCE (PLASTIC) (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as determined by the Contractor.

Construction fencing shall be installed to discourage access to excavated areas by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until excavation operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) (Undistributed) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Fence (Plastic) (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 30201 – TYPE “A” CONCRETE CURB AND GUTTER

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “A” concrete curb and gutter as defined in City of Madison Standard Specifications.

Curb head and gutter shall be per Standard Detail Drawing 3.06, Type “A”. Crushed aggregate base is incidental to the bid item.

METHOD OF MEASUREMENT

Type “A” Concrete Curb and Gutter shall be measured by the plan linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Type “A” Concrete Curb and Gutter shall be paid for at the contract unit price per linear foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

BID ITEM 90000 – REMOVE ABANDONED RAILROAD TRACK

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of the abandoned railroad track under the asphalt pavement by building 202-208 S. Baldwin. All materials shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City.

METHOD OF MEASUREMENT

Remove Abandoned Railroad Track shall be measured per LF (linear foot) removed as listed in the proposal page.

BASIS OF PAYMENT

Remove Abandoned Railroad Track shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 – REMOVE EXISTING BOLLARDS

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of the steel bollards and footings at locations identified on plans. All materials shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City.

METHOD OF MEASUREMENT

Remove Existing Bollards shall be measured per EA (each) as listed in the proposal page.

BASIS OF PAYMENT

Remove Existing Bollards shall be measured per EA (each) and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – REMOVE EXISTING POLE

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of poles at the locations identified on plans. The materials shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City.

METHOD OF MEASUREMENT

Remove Existing Pole shall be measured per EA (each) as listed in the proposal page.

BASIS OF PAYMENT

Remove Existing Pole shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – EXCAVATION, LOADING, HAULING, AND DISPOSAL OF CONTAMINATED SOIL (UNDISTRIBUTED)

DESCRIPTION

This special provision describes excavating, loading, hauling, and disposal of contaminated soil to a Wisconsin DNR-licensed facility. **Tipping fees shall be paid for by the CONTRACTOR.** The City has already profiled the contaminated soil at the below Waste Management landfills. However, if the Contractor selects a different landfill, the City will provide all necessary documentation for additional profiling. The closest WDNR-licensed landfills that can treat or dispose of this soil are:

Waste Management Mad Prairie Landfill
6002 Nelson Rd.
Sun Prairie, WI 53590
608.837.9031
Contact: Brian Smith, 414.793.0232

Waste Management Deer Track Park Landfill
N6756 Waldmann Lane
Watertown, WI 53094
608.837.9031
Contact: Brian Smith, 414.793.0232

The Contractor shall assume that any soil excavated below building/pavement foundations and gravel bases is contaminated and requires landfilling, unless directed otherwise by the Project Engineer or Environmental Consultant.

Perform this work in accordance to section 205 of the standard specifications and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

If contaminated soils—based on unusual odor, presence of cinders, staining, presence of trash, etc.—are encountered, immediately notify the Project Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.695.1385
bbemis@cityofmadison.com

Coordination

Do not transport contaminated materials offsite to a landfill for disposal without prior approval from the Project Engineer. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.695.1385
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary approvals for treatment or disposal of contaminated soil at the Contractor-selected licensed landfill.
2. Providing hauling manifests or a large printed manifest number to accompany trucks.
3. Assisting the Contractor with properly segregating contaminated soil from clean soil using soil analytical results, visual observations, and/or field screening instruments.
4. Coordinating response measures for unknown contamination encountered.
5. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities.

Identify the WDNR-licensed facility that will be used for disposal of contaminated soils and provide this information to the Environmental Consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. Disposal approval has already been obtained from Waste Management—contact Brian Smith from **Section A.1** for pricing. Do not transport contaminated soil offsite without landfill manifests and prior approval from the Environmental Consultant. The City will acquire necessary landfill manifest.

Construction

Subsection 201.2(a) of the standard specification is supplemented with the following:

The Contractor shall assume that any soil excavated below foundations or gravel bases is contaminated and requires landfilling, unless directed otherwise by the Project Engineer or Environmental Consultant. While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer. Non-petroleum-contaminated soil, such as soils containing brick fragments or cinders, that is geotechnically suitable, shall be reused as backfill, as directed by the Project Engineer.

The Environmental Consultant will periodically evaluate subsoil excavated from the project area to determine if the soil requires offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site. Per WDNR requirements, petroleum-contaminated soils must be placed on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover petroleum piles with plastic sheeting to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants. Soil containing cinders and/or other solid waste material does not need to be covered during stockpiling.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Dispose of contaminated soil at the approved WDNR-licensed landfill.

METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Solid Waste Materials shall be measured per ton of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT

Payment is full compensation for contaminated soil excavation, segregation, loading, hauling, and disposal of solid waste-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90004 – HAZARDOUS MATERIAL ABATEMENT OF STRUCTURES

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary for hazardous material abatement of the structures per State regulatory requirements. Testing of hazardous materials has been completed by KPH Engineering on behalf of the City, see the hazardous material reports for materials requiring abatement (Attachment C).

The Contractor shall remove all identified hazardous materials and dispose of them in compliance with current local, state and federal guidelines. Removal of hazardous materials shall be performed by qualified and licensed Contractors only.

Incidental to this bid item is the removal and proper disposal of the universal waste materials as identified in the hazardous material reports (Attachment C).

All abatement and universal waste materials shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City.

METHOD OF MEASUREMENT

Hazardous Material Abatement of Structures shall be measured as listed in the proposal page.

BASIS OF PAYMENT

Hazardous Material Abatement of Structures shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 – DEMOLITION OF STRUCTURES

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to complete removal and proper disposal of the identified structures from the site. Demolition shall be in accordance with Article 203 of the Standard Specifications. This item shall include but not be limited to all of the following:

- Removal and disposal of the building, footings/foundation, stoops, entry stairs, and properly abandon or remove and dispose of all site utilities.
 - The Contractor shall plug and abandon sanitary sewer laterals in accordance with the provisions included in the Sewer Plug Permit.
 - Madison Water Utility: The Contractor shall be responsible for coordinating the water service abandonment with City Engineering and the Madison Water Utility. The water meter has been removed. There are no private wells on the property requiring abandonment.
 - MG&E Gas and Electrical
 - Overhead electric service has been disconnected and will be removed from the structures prior to the Start of Work letter issuance.
 - Underground gas service has been disconnected and will be removed from the structures prior to the Start of Work letter issuance.
 - AT&T Communications: The Owner shall be responsible for coordinating removal of communication service to the structures.
- Disposal of all building materials sorted by type for recycling per Attachment B – Reuse and Recycling Plans. The Contractor shall be responsible for submitting documents showing compliance with the plans within sixty (60) days of completion of demolition.
- The Contractor shall be responsible for removal and disposal of all materials not identified for recycling.
- Removal of vegetation, including root structure, adjacent to the building foundations.
- The Contractor shall be responsible for contacting and acquiring all required inspections of utilities and any required regulatory inspections.

METHOD OF MEASUREMENT

Demolition of Structures shall be measured as LS (lump sum) for all of work necessary for building removals as described above. The Contractor shall provide the Project Manager with all final inspection reports for completion of this bid item.

BASIS OF PAYMENT

Demolition of Structures shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Partial payments may be made as follows:

- Up to ninety (90) percent for completion of the structure demolitions and removals.

- Ten (10) percent after providing disposal manifests to the City Project Manager.

END SPECIAL PROVISIONS



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.

Financial Manager
Steven B. Danner-Rivers

08/12/24

**NOTICE OF ADDENDUM
ADDENDUM 2**

**CONTRACT NO. 9174
MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Item 1- REVISE: Sheet 2.3, Demolition and Site Protection – Baldwin Street. Existing sanitary lines shall be plugged at the property boundary as indicated on the revised plan (attached).

Item 2- ADD: Attached is the plan holders list as of 08-07-24.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express website at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

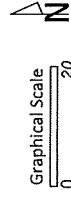
Michael Sturm

Mike Sturm, Parks Division Project
Manager

CC: EMK

City of Madison
Department of Public Works
PARKS DIVISION
330 E. Lakeside Street
Madison, WI 53715

play
MADISON
PARKS



PROJECT:
**MCPike PARK
BUILDING
DEMOLITION AND
SITE RESTORATION**

PROJECT ADDRESS:
**202-212 S. BALDWIN ST.
MADISON, WI 53703**

Although every effort has been made in preparing
this plan, the contractor must check all details
and dimensions of these roads and be responsible for
the same.

ITEM	DATE
BID RELEASE DATE	07-25-24
ADDENDUM 7	08-09-24

PUBLIC WORKS PROJECT #:
9174

SHEET TITLE:
**DEMOLITION AND
SITE PROTECTION -
BALDWIN STREET**

SHEET NUMBER

2.3

EX. ASPHALT REMOVAL AND
EXCAVATION

EX. CONCRETE REMOVAL

SAW CUT
EX. ASPHALT

PLUG SANITARY SEWER LATERAL FOR
202-206 S. BALDWIN ST.

TREE PROTECTION AND FENCING,
PER SECTION 107.13 OF
STANDARD SPECIFICATIONS

SAWCUT EX. CURB AT NEAREST JOINT

REMOVE CONCRETE DRIVE APRON AND
CURB

REMOVE EX. STORM INLET CASTING AND
CURB

REMOVE CONCRETE CURB & GUTTER

SAWCUT EX. ASPHALT

SAWCUT EX. CURB AT NEAREST JOINT
PLUG SANITARY SEWER LATERAL
FOR 210 S. BALDWIN ST.

PLUG SANITARY
SEWER LATERAL
FOR 212 S.
BALDWIN ST.

TREE PROTECTION AND FENCING,
PER SECTION 107.13 OF
STANDARD SPECIFICATIONS

REMOVE ASPHALT DRIVE APRON

SAWCUT EX. ASPHALT

**S. BALDWIN
STREET**

EX. SIDEWALK

EX. ASPHALT

EX. LAWN

EX. LAWN

EX. ASPHALT

EX. BUILDING
210

EX. BUILDING
212

214

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING ANY EXISTING UTILITIES, STRUCTURES, CURB, LAWN, TREES, PAVEMENT, ETC. DAMAGED THROUGH CONSTRUCTION ACTIVITIES AT THEIR OWN EXPENSE.
2. ALL WORK WITHIN 25 FT. OF WSOR RAILROAD TRACKS SHALL COMPLY WITH FLAGGING AND INSURANCE REQUIREMENTS.
3. MULTIPLE UNDERGROUND UTILITIES EXIST IN THE PROJECT AREA. THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE PRIOR TO COMMENCING WORK.

M:\Maps\parks\Building Demolitions\CAD\Design\McPike Park Building Demo ERR.dwg

Contract 9174

Business	User	Email	Address	Phone Number
AT&T	Matthew Vachalik	mv5616@att.com	411 7th St Racine, WI 53403-1256	(262) 707-6216
Axis consulting	Al Schneider	aschneider.ksj@gmail.com	1403 W Broadway Ave # 184 Apache Junction, AZ 85120-5000	(414) 248-5750
Bachmann Construction	Naomi Kroth	nkroth@bachmannconstruction.net	1201 South Stoughton Road Madison, WI 53716	(608) 222-8869
Blackridge Research & consulting	Venkatesh Siva	venkatesh@blackridgeresearch.com	4041 W Hollow Creek Dr Peoria, IL 61615-5628	(917) 993-7467
Builders Exchange of WI	Amy Harper	editor@bxwi.com	W2518 Cty Rd Jj Appleton, WI 54913	(920) 687-8782
Building Restoration Corporation	Ben Nelson	ben.nelson@buildingrestoration.com	5821 Femrite Dr Madison, WI 53718	(608) 819-0137
CG Schmidt	James Crichton	james.crichton@cgschmidt.com	11777 W Lake Park Dr Milwaukee, WI 53224-3047	(414) 577-1177
County Materials	Brandon Price	brandon.price@countymaterials.com	PO Box 100 Marathon, WI 54448-0100	(715) 443-8101
Crowley Construction Corporation	Jeannie Crowley	jcrowleycc@gmail.com	1353 N 68th St Wauwatosa, WI 53213-2801	(414) 475-1693
Dodge Data and Analytics	Swamy K	s.kalyanaraman@construction.com	4300 Beltway Place Arlington, TX 76018	(413) 376-7032
Dodge Reports	Davina Jacobs	davina.jacobs@construction.com	7265 Kenwood Rd Cincinnati, OH 45236-4400	(502) 882-2808
Drax Inc	scott langum	scotlangum@draxco.com	1213 N Sherman Ave # 361 Madison, WI 53704-4236	(608) 692-5650
Elite Textile Trading LLC	Amy Ge	amy@elitetex.us	300 Spectrum Center Dr Ste 400 Irvine, CA 92618-4989	(323) 300-8692

Contract 9174

Business	User	Email	Address	Phone Number
Gensler, Inc.	Ryan Gensler	genslerinc608@gmail.com	5379 Temple Court Madison, WI 53705	(608) 572-1077
Greener Valley Landscaping Inc	Jennifer Valley	greenervalleyinc@gmail.com	2930 N. Britt Rd. Janesville, WI 53548	(608) 295-8612
HM Brandt LLC	Cheyenne Brandt	cbrandt@hmbrandt.com	N59W28135 Ainsworth Rd. Sussex, WI 53089	(262) 538-1548
Homrich	Scott Homrich	pamg@homrich.com	200 Matlin Rd Carleton, MI 48117-9397	(734) 654-9800
Integrity Grading and Excavating Inc.	Ruth Geier	sarah.janis@integrityge.com	605 Grossman Dr Schofield, WI 54476-1891	(715) 359-4042
Interstate Demolition	Drew Osmanski	drew@interstatedemo.com	PO Box 616 West Bend, WI 53095-0616	(262) 343-1541
Joe Daniels Construction	Sam Daniels <i>/No Quotes/</i>	sdaniels@danielsco.com	919 Applegate Rd Madison, WI 53713-3215	(608) 271-4800
Joe Daniels Construction	Keea Sainsbury	ksainsbury@danielsco.com	919 Applegate Rd Madison, WI 53713-3215	(608) 271-4800
Jr's Construction and Landscaping INC	Henry Conklin	hcjr5100@hotmail.com	N9002 Hwy H Cambria, WI 53923	(920) 348-5100
Ken Nine	Ken Nine	knine@jmceainc.com	18056 Latonka Trl. Culver, IN 46511	(574) 904-6336
La Crosse Builders Exchange	Data Specialist	planroom@laxbx.com	709 Gillette St La Crosse, WI 54603	(608) 781-1819
Local 139	John Oppeneer	joppeneer@juoe139.org	N27W23233 Roundy Dr Pewaukee, WI 53072-4069	(262) 896-0139
Madison Gas and Electric	Work Plans	workplans@mge.com	133 S Blair St Madison, WI 53701	(608) 252-7099

Contract 9174

Business	User	Email	Address	Phone Number
Mega Rentals, Inc.	Ryan Serwe	bidinfo@megarentalsinc.com	PO Box 8026 Madison, WI 53708-8026	(608) 222-2247
Monona Plumbing and Fire Protection, Inc.	Joshua Christopher Coppernoll	bidding@mononapfp.com	3126 Watford Way Madison, WI 53713-3251	(608) 273-4556
North America Procurement Council	Eric Johnson	sourcemanagement@napc.me	PO Box 40445 Grand Junction, CO 81504	(302) 450-1923
Onvia	Source Management	sourcemanagement2@onvia.com	509 Olive Way Seattle, WA 98101	(206) 373-9500
PWXPress	Mary Miller	bids@pwxpress.com	1900 Coffeeport Rd, jacksonville, FL 32208	(408) 676-8941
R.G. Huston Company, Inc.	Jake Kolczaski	estimating@rghuston.com	2561 Coffeytown Rd Cottage Grove, WI 53527-9470	(608) 255-9223
Raymond P. Cattell Inc.	Jason Price	jprice@rpcattell.com	2401 Vondron Rd Madison, WI 53718-6735	(608) 222-3180
S & L Underground, Inc.	Dennis Brickl	dennisb@slunderground.net	PO Box 167 Lodi, WI 53555-0167	(608) 592-0625
S & L Underground, Inc.	Kyle Busler	kyleb@slunderground.net	PO Box 167 Lodi, WI 53555-0167	(608) 592-0625
S & L Underground, Inc.	Matt Kunderl	mattk@slunderground.net	PO Box 167 Lodi, WI 53555-0167	(608) 592-0625
Southern Wisconsin Concrete	matt kirt	southernwiconstruction@gmail.com	1794 Schuster Rd Oregon, WI 53575-2233	(608) 295-7471
Speedway Sand & Gravel Inc.	Matt Jensen	matthew@speedwaysg.com	8500 Greenway Blvd Ste 202 Middleton, WI 53562-4713	(608) 836-1071
The Daily Reporter	Alpesh Raval	sc.bids@hitechdigital.com	225 E. Michigan Street Suite 300 Milwaukee, WI 53202	(414) 225-1822

Contract 9174

Business	User	Email	Address	Phone Number
Veit & Company, Inc.	Brian Volk	estimating@veitusa.com	14000 Veit Pl Rogers, MN 55374-9583	(763) 428-6749
Westphal & Co. Inc	cameron knuteson	cknuteson@westphalec.com	14 Marsh Ct Madison, WI 53718-8805	(608) 222-0105
Wolf Paving Co., Inc	Katie Stippich	katie.stippich@wolfpaving.com	1320 Walnut Ridge Dr Ste 100 Hartland, WI 53029-8320	(262) 965-2121
Wolf Paving Co., Inc	Samantha Walters	samantha.walters@wolfpaving.com	1320 Walnut Ridge Dr Ste 100 Hartland, WI 53029-8320	(262) 965-2121

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE McPike Park-Building Demolition & Site Restoration

CONTRACT NO. 9174

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 - 2024 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. 1 through 2 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 Interstate Demolition LLC / Jim Thomas (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of West Bend State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Jim Thomas
SIGNATURE

Estimator

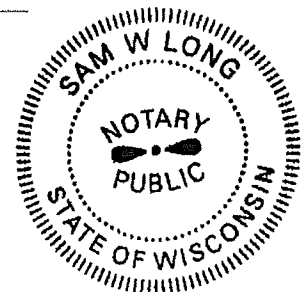
TITLE, IF ANY

Sworn and subscribed to before me this 15th day of August, 2024.

Sam W Long
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 04/05/2028

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



Best Value Contracting**1. The Contractor shall indicate the non-apprenticeable trades used on this contract.**

~~Landscaping & Trucking Services~~ *Subs*

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☒ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☐ CEMENT MASON / CONCRETE FINISHER

☐ CEMENT MASON (HEAVY HIGHWAY)

☐ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

Boutelle, Alane

From: Drew Osmanski <Drew@interstatedemo.com>
Sent: Thursday, August 15, 2024 3:59 PM
To: Boutelle, Alane
Subject: RE: Contract 9174 - Section F Question

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Alane,

That's fantastic news, thanks for reaching out!

We weren't entirely sure if it was being requested for just our scope of work, or the entirety of all work to be performed.

Interstate Demolition – Is in the operator engineer's union, participates, and has one apprentice.

Trucking will be subcontracted to Neil Schlough Trucking Company LLC (SBE)

Landscaping: Seeding and erosion matting will be subcontracted out to Moll Construction.

- We did obtain a bid from JR's Construction & Landscaping, but it was \$13,558.00 (62.5% higher than Moll Construction.)

Please feel free to let me know if you have any additional questions.

Kind regards,

Drew Osmanski

Project Manager/Estimator



PO Box 616, West Bend, WI 53095

(262) 343-1541

drew@interstatedemo.com

Interstatedemo.com

From: Boutelle, Alane <ABoutelle@cityofmadison.com>

Sent: Thursday, August 15, 2024 2:50 PM

To: Drew Osmanski <Drew@interstatedemo.com>

Subject: FW: Contract 9174 - Section F Question

Congratulations!

Interstate Demolition, LLC is the low apparent bidder on contract 9174.

I just have a quick question:

Operator, landscaper, and truck driver were all listed in Section F.

Will Interstate Demolition, LLC be providing all three of those services, or will you perhaps sub out the landscaping work?

CONTRACT NO. 9174

Small Business Enterprise Compliance Report

**This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.**

Cover Sheet

Prime Bidder Information

Company:	Interstate Demolition LLC
Address:	PO Box 616, West Bend, WI 53095
Telephone Number:	608-513-5716
Fax Number:	
Contact Person/Title:	Jim Thomas / Estimator

Prime Bidder Certification

Name:	Jim Thomas
Title:	Estimator
Company:	Interstate Demolition LLC

I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Drew Osmani

Witness' Signature

08/15/2024

Date

Jim Thomas

Bidder's Signature

CONTRACT NO. 9174

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
NEIL SCHLOUGH TRUCKING COMPANY LLC	Trucking	16.4	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		<u>16.4</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____	% (discounted to 60%)

Total Percentage of SBE Utilization: 16.4 %.

MCPIKE PARK - BUILDING DEMOLITION AND SITE RESTORATION

CONTRACT NO. 9174

DATE: 8/15/24

Interstate Demolition, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10712 - RAILROAD FLAGGING - LS	1.00	\$3,600.00	\$3,600.00
10790 - RAILROAD INSURANCE - LS	1.00	\$1,700.00	\$1,700.00
10911 - MOBILIZATION - LS	1.00	\$19,000.00	\$19,000.00
20101 - EXCAVATION CUT - CY	2072.00	\$25.90	\$53,664.80
20202 - FILL BORROW - CY	1378.00	\$28.43	\$39,176.54
20221 - TOPSOIL - SY	6779.00	\$4.87	\$33,013.73
20302 - SAWCUT CONCRETE FULL DEPTH (UNDISTRIBUTED) - LF	30.00	\$6.00	\$180.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	970.00	\$1.25	\$1,212.50
20313 - REMOVE INLET - EA	1.00	\$100.00	\$100.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	105.00	\$16.00	\$1,680.00
20321 - REMOVE CONCRETE PAVEMENT - SF	200.00	\$4.00	\$800.00
20701 - TERRACE SEEDING - SY	6779.00	\$1.20	\$8,134.80
21002 - EROSION CONTROL INSPECTION (UNDISTRIBUTED) - EA	6.00	\$200.00	\$1,200.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$1,800.00	\$1,800.00
21013 - STREET SWEEPING - LS	1.00	\$900.00	\$900.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	950.00	\$3.50	\$3,325.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EA	8.00	\$350.00	\$2,800.00
21064 - EROSION MATTING, CLASS I, URBAN TYPE A - ORGANIC - SY	6779.00	\$2.00	\$13,558.00
21302 - CONSTRUCTION FENCE (PLASTIC) (UNDISTRIBUTED) - LF	600.00	\$4.80	\$2,880.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	105.00	\$75.00	\$7,875.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	10.00	\$600.00	\$6,000.00
50741 - TYPE "H" INLET - EA	1.00	\$1,400.00	\$1,400.00
90000 - REMOVE ABANDONED RAILROAD TRACK - LF	290.00	\$18.00	\$5,220.00
90001 - REMOVE EXISTING BOLLARDS - EA	7.00	\$50.00	\$350.00
90002 - REMOVE EXISTING POLE - EA	1.00	\$350.00	\$350.00
90003 - EXCAVATION, LOADING, HAULING, AND DISPOSAL OF CONTAMINATED SOIL (UNDISTRIBUTED) - TON	450.00	\$67.00	\$30,150.00
90004 - HAZARDOUS MATERIAL ABATEMENT - LS	1.00	\$17,000.00	\$17,000.00
90005 - DEMOLITION OF STRUCTURES - LS	1.00	\$76,200.00	\$76,200.00
28 Items	Totals		\$333,270.37

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION CONTRACT NO. 9174

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

Interstate Demolition, LLC
DocuSigned by:
Name of Principal Douglas Long
A8D2913B94F24CD...
8/15/2024
By _____ Date _____
Douglas Long President
Name and Title _____

Seal SURETY

West Bend Insurance Company
DocuSigned by:
Name of Surety JAMIE CONNOR
3E9BA21A6D06474...
8/15/2024
By _____ Date _____
Jamie Connor, Attorney-in-Fact
Name and Title _____

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 7381386 for the year 2024, 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.

8/15/2024
Date _____
Agent Signature JAMIE CONNOR
3E9BA21A6D06474...
3018 W Washington St
Address _____
West Bend, WI 53095
City, State and Zip Code _____
262-334-2500
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.



Bond No. 2584303

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JAMIE CONNOR

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

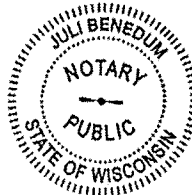
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of August, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 20th day of September in the year Two Thousand and Twenty-Four between **INTERSTATE DEMOLITION, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **SEPTEMBER 10, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION CONTRACT NO. 9174

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 **THREE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED SEVENTY AND 37/100 (\$333,270.37)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with

sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the 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 ten thousand dollars (\$10,000), 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.)

5. **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.
6. **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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

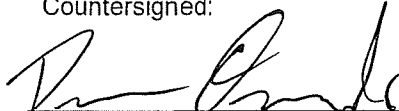
**MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION
CONTRACT NO. 9174**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

INTERSTATE DEMOLITION, LLC

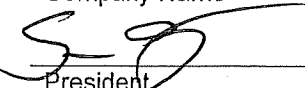
Company Name



Witness

9/10/24

Date



President

9/10/24

Date

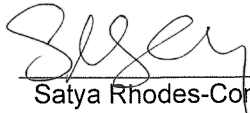
Witness

Date

Secretary

Date

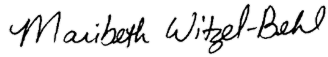
CITY OF MADISON



Satya Rhodes-Conway, Mayor

09/20/2024

Date



Maribeth Witzel-Behl, City Clerk

9/17/2024

Date

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



David P. Schmiedicke, Finance Director

9/18/2024

Date

Approved as to form:



Michael Haas, City Attorney

9/19/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00535, ID No. 84852, adopted by the Common Council of the City of Madison on Sept. 10, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we INTERSTATE DEMOLITION, LLC as principal, and West Bend Insurance Company Company of West Bend, WI as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THREE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED SEVENTY AND 37/100 (\$333,270.37) 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:

**MCPIKE PARK – BUILDING DEMOLITION AND SITE RESTORATION
CONTRACT NO. 9174**

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 11th day of September, 2024

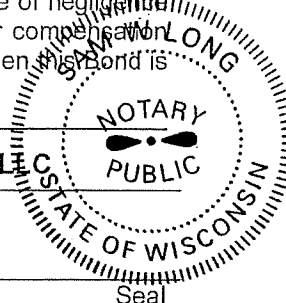
Countersigned:

[Signature]
Witness

INTERSTATE DEMOLITION, LLC

Company Name (Principal)

[Signature]
President



Secretary

West Bend Insurance Company

Surety

Seal

☒ Salary Employee ☐ Commission

By

[Signature]
Attorney-in-Fact Jamie Connor

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 7381386 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

9-10-2024

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

9/19/2024

Date

Michael Haas

City Attorney



Bond No. 2584303

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JAMIE CONNOR

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

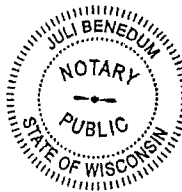
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of September, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary