

CITY OF MADISON

REQUEST FOR BIDS



RFB #: 15066-0-2026-TJ

Title: Normal Hall Wood Floor Removal

City Agency: Engineering

Due Date: Thursday, September 10, 2026
2:00 PM CST

Table of Contents

1	NOTICE TO BIDDERS.....	2
1.1	Summary.....	2
1.2	Important Dates.....	2
1.3	Format.....	2
1.4	Labeling	2
1.5	Delivery of Bids	2
1.6	Appendix A: Standard Terms & Conditions	3
1.7	Appendix B: Sample Contract for Purchase of Services	3
1.8	Affirmative Action Notice.....	3
1.9	Multiple Bids.....	3
1.10	City of Madison Contact Information	4
1.11	Inquiries and Clarifications.....	4
1.12	Addenda.....	4
1.13	Bid Distribution Networks.....	4
1.14	Local Vendor Preference	5
1.15	Oral Presentations/Site Visits/Meetings.....	5
1.16	Acceptance/Rejection of Bids	5
1.17	Withdrawal or Revision of Bids	5
1.18	Non-Material and Material Variances	6
1.19	Public Records	6
1.20	Usage Reports	6
1.21	Partial Award.....	6
1.22	Tax Exempt.....	6
1.23	Cooperative Purchasing	7
1.24	Bidders Responsibility	7
2	DESCRIPTION OF SERVICES/COMMODITIES	8
2.1	Project Background	8
2.2	Bid Specification.....	8
3	REQUIRED INFORMATION AND CONTENT OF BIDS.....	12
3.1	Forms.....	12

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Cost Proposal

Form E: References

Appendix A: Standard Terms & Conditions (For submission of bids/in the absence of signed contract)

Appendix B: Sample Contract for Purchase of Services

Exhibit A: REF DOC 1 – Existing Photos

Exhibit B: Normal Hall Floor Removal dated August 21, 2026 (4) sheets 11"x17"

Exhibit C-1: Bid Document 01 26 13 Request for Information (RFI) Specification dated August 21, 2026

Exhibit C-2: Bid Document 01 26 46 Construction Bulletin (CB) Specification dated August 21, 2026

Exhibit C-3: Bid Document 01 26 57 Change Order Request (COR) Specification dated August 21, 2026

Exhibit C-4: Bid Document 01 26 63 Change Order (CO) dated August 21, 2026

Exhibit C-5: Bid Document 01 31 13 Project Coordination dated August 21, 2026

Exhibit C-6: Bid Document 01 50 00 Temporary Facilities and Controls dated August 21, 2026

Exhibit C-7: Bid Document 01 74 19 Construction Waste Management and Disposal dated August 21, 2026

1 NOTICE TO BIDDERS

1.1 Summary

The City of Madison Engineering ("City") is soliciting Bids from qualified vendors for Normal Hall Wood Floor Removal. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due time and date indicated below. The City will reject late Bids:

Issue Date: Friday, August 21, 2026
Site Visit: Tuesday, August 25, 2026 1:00PM – 2:00PM CST
Questions Due Date: Friday, August 28, 2026
Answers Posted Date: Thursday, September 03, 2026
Due Date: Thursday, September 10, 2026

****Site Visit ****

A building tour is scheduled for Tuesday, August 25, 2026 1:00PM – 2:00PM CST. City staff will be available anytime during that window to provide access to the interior space and take questions. Please make every effort to make this tour. If another date/time needs to be arranged, please contact Renee Brune at RBrune@cityofmadison.com or (608) 261.9249.

1.3 Format

The City will not consider illegible Bids.

Elaborate Bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective Bid, are not necessary or desired.

The City is requesting bids in the following format: Electronic. Electronic versions less than 20MB should be emailed to the address in section 1.5.

Complete and return Forms A through E to City of Madison Purchasing Services by Thursday, September 10, 2026, 2:00 PM CST.

1.4 Labeling

All Bids must be clearly labeled:	Bidder's Name and Address
	RFB #: 15066-0-2026-TJ
	Title: Normal Hall Wood Floor Removal
	Due: Thursday, September 10, 2026, 2:00 PM CST

All email correspondence must include RFB #15066-0-2026-TJ in the subject line.

1.5 Delivery of Bids

Delivery of electronic copy to: via email to bids@cityofmadison.com

Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging **MUST** be clearly marked with the RFB name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing Appendix A, the Standard Terms and Conditions, prior to submission of their bids. Appendix A applies to the submission of bids and in the absence of a signed contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of bids. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing Appendix B, Sample Contract, prior to submission of their bid. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Bidders affirm their willingness to enter into a contract containing the terms found in Appendix B.** While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.10 City of Madison Contact Information

The City of Madison Engineering is the procuring agency:	Renee Brune, AIA City of Madison Engineering PH: (608) 261-9249 RBrune@cityofmadison.com
The City of Madison Purchasing Services administers the procurement function:	Tammy Jones Purchasing Services City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3346 PH: (608) 266-4521 bids@cityofmadison.com
For questions regarding Affirmative Action Plans please contact:	Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 PH: (608) 266-4910 dcrc@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFB will acknowledge all emails received. Bidders not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries and Clarifications

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, ***in writing***, to the Purchasing Services administrator listed in Section 1.10.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.12 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.13 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and

incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

State of Wisconsin VendorNet System: [State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet](http://vendornet.state.wi.us/vendornet)

DemandStar by Onvia: National bid network – Free subscription is available to access Bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

Please note: Any questions that are asked in person, over the phone, or on site visits, and subsequently answered by City staff are considered "off the record" and "unofficial". The only official answers must be submitted through email and answered on addendum.

1.16 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Project Background

The work under this contract is performing the wood finish floor and subfloor removal scope at 1156 Olin-Turville Ct Madison WI as detailed in this RFB. This is a ~2,550 square-foot floor located in south - central side of Madison, WI near Lake Monona. It is a functioning Park Pavilion inside Olin Park.

The city remodeled this building in 2000. Project background and existing photos can be found as Exhibit A. The current floor was installed in 2000.

All work shall be in accordance with the City of Madison Standard Specification for Public Works Construction. The work shall include all labor, tools, materials, and equipment needed to perform all necessary work in accordance with the specifications and contract.

This scope of work is planned for late October or early November 2026. **Work will begin once the Roofing Contractor is finished and demobilized on site.**

The Contractor is encouraged to visit the site prior to bidding to become familiar with existing conditions and access to work. A building tour is scheduled for Tuesday August 25, 2026 1:00 PM – 2:00PM CST. Please make every effort to make this tour.

2.2 Bid Specification

This contract shall be for all work described in these RFB documents including but not limited to the removal of the existing wood finish floor and subfloor as indicated by this scope of work, the drawings, and specifications. See Attachments: Exhibit A for Existing Photos, Exhibit B – Drawings, and Exhibit C-1 through C-7 for Specifications. The Contractor is encouraged to visit the site to review conditions and take dimensions as needed to provide an accurate bid.

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.

ARTICLE 104: SCOPE OF WORK

This contract shall be for all the work described in these RFB documents including, but not limited to, the removal of the existing wood finish floor and subfloor as indicated by this scope of work, the drawings, and specifications.

Carefully remove existing flooring and subfloor including stage, surrounding base, shoe and interior perimeter metal vents. Existing structural wood floor framing and interior 1x4 v-groove wall paneling shall remain in place. Contractor shall protect against damaging during demolition. Once flooring is removed, secure 2x4's at each opening to protect against a fall hazard. Add a plywood walkway for a clear path to the electrical box on the East interior wall. Secure full sheets of plywood to existing joist framing.

Unless specifically noted in the plans and specifications as work or materials by others, the contractor shall assume the responsibilities of work and materials for this contract. The Contractor shall furnish any apparatus, appliance, material, or labor that may be 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 employ workers who perform quality work and who are experienced and knowledgeable in the work proposed. The Contractor shall also coordinate work being done by others into the contract schedule.

SECTION 104.1: LANDS FOR WORK

This project is a roof replacement of the existing Park Pavilion inside Olin Park at 1156 Olin-Turville Ct Madison WI.

1. No tobacco product use is allowed on the park property.
2. Work shall be performed between the hours of 7:00 a.m. to 5:00 p.m.
3. The Contractor may park Monday - Friday in the building driveway/approach & in marked parking stalls.
4. Vehicles may not be parked in the grass or leave the pavement for any reason.
5. Protect existing pavement from heavy vehicles and oil or chemical leaks.
6. Electrical service is available via interior electrical outlets.
7. Water will not be available on site.
8. Normal Hall is a designated Madison Historic Landmark.
9. All and any ground disturbance requires a permit from the Wisconsin State Preservation Office and will require on site monitoring by a qualified archaeologist.
10. Protect any trees directly adjacent to area of work.
11. The contractor is responsible for utilizing metal detectors and or magnetic sweepers to identify and retrieve stray ferrous debris (nails, screws, and metal shavings) following the wood floor removal, for 100'-0" from the building's entrance & contractor's surrounding dumpster.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

1. The City Standard Specifications for Public Works Construction, 2026 Edition
<http://www.cityofmadison.com/business/pw/specs.cfm>
2. These Special Provisions including all plans and specifications as noted by the exhibits listed below.
3. All Addenda to the bidding documents.
4. Any supplemental instructions, details, or specifications issued during the course of the contract.

The following exhibits are for bidding purposes. All exhibits are PDF readable files:

1. Exhibit A: REF DOC 1 – Existing Photos
2. Exhibit B: Bid Document Drawing Set dated August 21, 2026 (4) sheets 11"x17"
3. Exhibit C-1: Bid Document 01 26 13 Request for Information (RFI) Specification dated August 21, 2026
4. Exhibit C-2: Bid Document 01 26 46 Construction Bulletin (CB) Specification dated August 21, 2026
5. Exhibit C-3: Bid Document 01 26 57 Change Order Request (COR) Specification dated August 21, 2026
6. Exhibit C-4: Bid Document 01 26 63 Change Order (CO) dated August 21, 2026
7. Exhibit C-5: Bid Document 01 31 13 Project Coordination dated August 21, 2026
8. Exhibit C-6: Bid Document 01 50 00 Temporary Facilities and Controls dated August 21, 2026
9. Exhibit C-7: Bid Document 01 74 19 Construction Waste Management and Disposal dated August 21, 2026

SECTION 104.10 CLEANING UP

The Contractor shall be responsible for keeping the immediate area around the project limits and access driveway and surrounding road clean and free of construction materials and debris. The Contractor shall install temporary tarping as needed to keep all construction debris confined to the immediate project area.

It shall be the responsibility of the Contractor to inspect all access structures and catch basins periodically during the life of the project for materials which may be deposited in them due to the activities of the Contractor and it shall further be the Contractor's responsibility to remove said material immediately at the Contractor's expense.

SECTION 104.11 FINAL CLEANUP

The Contractor shall be responsible for final cleanup of all areas affected by this contract before final contract closeout. Final clean up shall include but not be limited to the following:

1. All existing wood flooring has been removed from the project site and properly recycled. The contractor has given affidavits to the project manager as to how items were disposed of.
2. The contractor is responsible for utilizing metal detectors and or magnetic sweepers to identify and retrieve stray ferrous debris (nails, screws, and metal shavings) following the new roof installation, for 100'-0" from the building's entrance & contractor's surrounding dumpster.

SECTION 105.5 INSPECTION OF WORK

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

SECTION 105.6 CONTRACTOR'S RESPONSIBILITY FOR WORK

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the project area or any errors or omissions in the plans or in the layout as given by points and instructions, it shall be the Contractor's duty to immediately inform the CPM, in writing, and the CPM shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. If the Contractor observes that the Drawings and Specifications are at variance with laws and regulations, the Contractor shall promptly notify the CPM in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the City Project Manager, the Contractor shall bear all costs arising therefrom.

SECTION 105.7 CONTRACT DOCUMENTS

Unless otherwise provided in the contract documents, the City will make electronic files available to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work. The Contractor shall keep one copy of all Drawings and Specifications on the project site, in good order, available to the CPM. The CPM shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. The Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all sub-contractors.

SECTION 105.12 COOPERATION BY CONTRACTOR

The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by any contract.

The Contractor shall arrange and conduct the work so as not to interfere with the operations of other contractors engaged upon or near the work and to join the work to that of others in a proper manner, and in accordance with the spirit of the plans and specifications, and to perform the work in the proper sequence in relation to that of other work, all as may be directed by the CPM.

SECTION 105.16 GUARANTEE

The Contractor shall guarantee the work performed under this contract for a period of one year from the date of completion.

SECTION 108.2 PERMITS

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

The Contractor shall be responsible for any fines issued due to non-compliance with the project permits.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued no later than November 1, 2026. The contract, including punch list completion, shall be **COMPLETED NO LATER THAN November 30, 2026**. The City Project Manager shall schedule a Pre-Construction Meeting at the site prior to mobilization. Attendees shall include Park Staff, General Contractor, Demolition Contractor, and Facility Management Staff.

SECTION 110.5 ACCEPTANCE AND FINAL PAYMENT

The making of final payment shall not release the surety nor constitute a waiver of rights by the City. The guarantee of Section 105.16 is cumulative and not exclusive.

POINTS OF CONTACT

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

Reference Normal Hall Floor Removal, RFB# 15066-0-2026-TJ in the subject line of all emails.

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

Renee Brune, AIA

City of Madison

Email: RBrune@cityofmadison.com

PH: (608) 261-9249

3 REQUIRED INFORMATION AND CONTENT OF BIDS

3.1 Forms

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form D – Fee Proposal
5. Form E – References



Form A: Signature Affidavit

**RFB #: 15066-0-2026-TJ Normal Hall Wood Floor
Removal**

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 15066-0-2026-TJ Normal Hall Floor Removal

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
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Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFB #: 15066-0-2026-TJ Normal Hall Wood Floor Removal

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- ☐ **No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFB #: 15066-0-2026-TJ Normal Hall Wood Floor Removal

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

TYPE OF WORK	Grand Total
Scope of Work as described in Section 2 and Article 104.	\$

COMPANY NAME



Form E: References

RFB #: 15066-0-2026-TJ Normal Hall Wood Floor Removal

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. **TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. **Affirmative Action.**

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided 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 Department 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 Department 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 Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

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

ARTICLE II

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

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. 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 noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

21. Nondiscrimination. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
 - a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
 City of Madison
 ATTN: Risk Management, Room 406
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703
 The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
 - a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
 - a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
 - Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "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 any contract awarded under this RFP, the successful 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 a 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 does 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 under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

For City Use Only: Contract Expiration Date: _____ Does the contract include renewals? ☐ Yes ☐ No No. of renewals: _____	Contract/Project Name: _____ Are the renewals Automatic or Optional? ☐ Automatic ☐ Optional Duration of each renewal: _____
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City of Madison

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, a Wisconsin municipal corporation ("City") and _____ ("Contractor").

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
 (to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Attachment A: (name) (List all attachments here by name, and label and attach them, in order.)

Attachment B: (name)

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be: *(Select only one check box below and leave the others blank.)*

- ☐ from _____ to _____.
- ☐ _____ year(s) from the date of final signature by the City.
- ☐ _____ months from the date of final signature by the City.
- ☐ _____ year(s) from (insert a hard start date).
- ☐ _____ months from (insert a hard start date).
- ☐ As set forth in (reference exhibit or attachment above and the section number of that document where the contract term is described).

Add this language only if renewal terms have been agreed and authorized:

This contract may be renewed in writing, signed by authorized representatives of each party, for up to (number of total renewal terms) of renewal terms of (length of each renewal such as one (1) year) year(s) each.

5. **CONTRACT PRICE.**

It is expressly understood and agreed that in no event will the total Contract price paid by the City exceed:

- ☐ a total of \$ _____.
- ☐ The pricing set forth in (refer to an exhibit/attachment listed above).
- ☐ Other: (specify details here)

6. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay Contractor for completed and accepted services rendered and any goods or products under this Contract at the Contract Price set forth in Section 5. Such payment shall be full payment for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services. Payment in excess of the total Contract price will not be allowed unless authorized by a formal amendment signed by authorized representatives of both parties.
- (2) **Payment Schedule:** The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. Final payment of any balance due the Contractor will be made upon acceptance by the City of the services and any deliverables required by the Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor.
- (3) **Invoicing:** The Contractor shall submit invoices in a format approved by the City and as may be further specified in Section 3 of this Contract. Invoices shall include date(s) services are performed. If this Contract contains more than one product or service, invoices shall be itemized accordingly. The final invoice, if applicable, shall be submitted to the City in accordance with any agreed invoicing schedule but in no case later than thirty (30) days after completion of services and delivery of any goods.

- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or under any other Contract or otherwise.
- (6) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **EXTRA SERVICES OR DECREASED SERVICES.**
 - (1) The City may request, in writing, extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits, if any, specified in this Contract.
 - (2) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Contract. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 - (3) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

7. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval or unless expressly stated otherwise in an attachment incorporated in Section 3. Unless the City has expressly approved subcontracting, all of the services required hereunder will be performed by Contractor and employees of Contractor.

8. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

9. **PROSECUTION AND PROGRESS.**

- A. Services under this Contract shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Contract within the time for completion as specified in the attachment(s) listed in Section 3. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 6. Extra services or decreased services means services which are not different in kind or nature from the services called for in Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price set forth in Section 5, unless the Contract is formally amended.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

13. **AFFIRMATIVE ACTION.****A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Contract 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 Department 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 Department 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 Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. 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 noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, hand delivered to the addresses of the parties listed

below, or via email if the party has provided an email address for the purpose below. Email notices are presumed delivered on the date the email is sent by the sender.

FOR THE CITY:

(Department or Division Head)

Email address if electing to
receive notice via email:

FOR THE CONTRACTOR:

Email address if electing to
receive notice via email:

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Contract.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Contract.

23. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 ("Agreement" or "Contract ") is the entire Contract of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

24. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

25. **TERMINATION.**

- A. In the event of a breach by the Contractor any of the covenants, agreements, commitments, or conditions of the Contract, if any such breach shall continue unremedied for a period of ten (10) days after written notice to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly specific enforcement terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Contract at any time by providing the Contractor not less than ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City through the effective date of the termination.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Contract, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

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 does 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 under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes software or technology services that require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link:

www.cityofmadison.com/employeeenet/documents/contracts/posNetworkConnection.docx is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **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.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract with all of its attachments for City signatures using Accela. Provide authorizing resolution and Certificate of Insurance as instructed in Accela.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding by 4.26(4)(a) (contracts up to \$75,000 in total or up to \$75,000 per year for software and technology services are exempt).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding when required by 4.26(4)(a). (If over \$75,000 and exempt from bidding under 4.26(4)(a), regardless of duration, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.





NORMAL HALL AT OLIN PARK WOOD FLOOR REMOVAL (HISTORIC)

RFB# 15066-0-2026-TJ

1156 OLIN-TURVILLE CT
MADISON, WI 53703

AUGUST 21, 2026

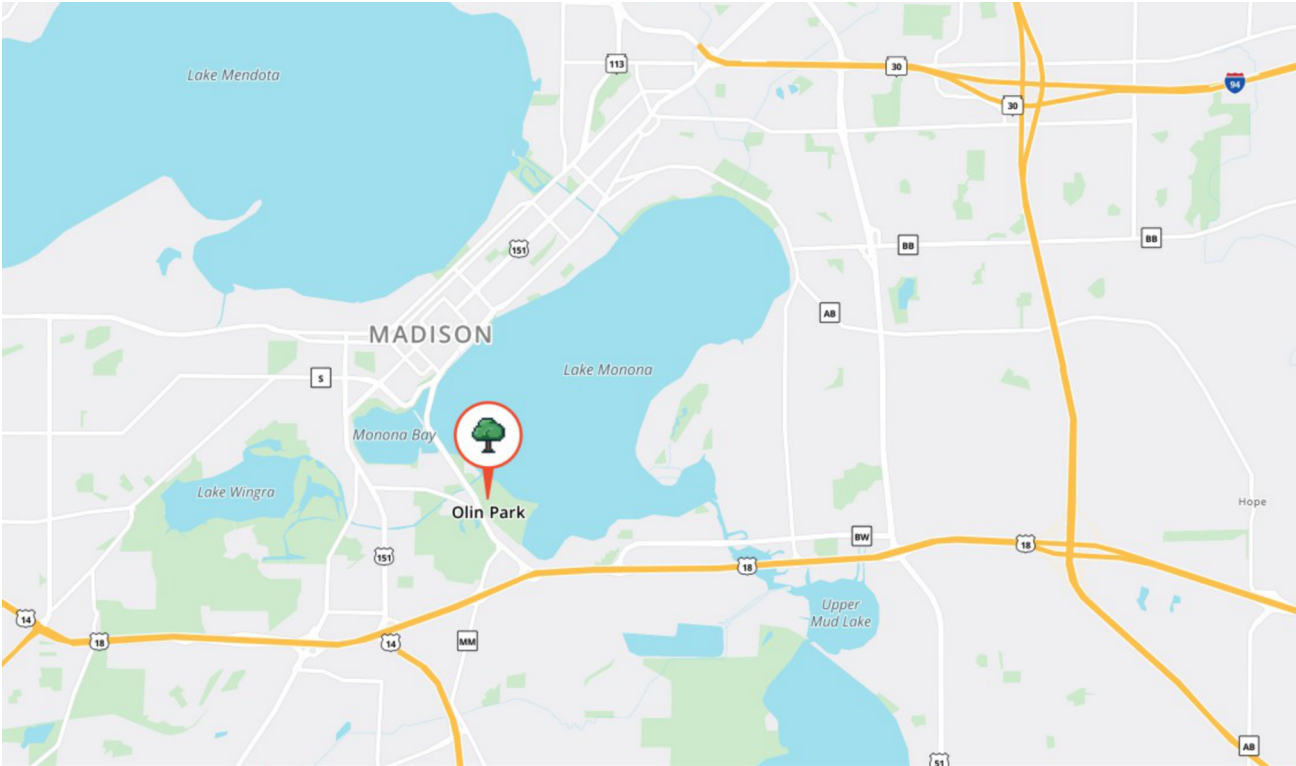
MADISON
PARKS

SHEET INDEX:
TS1 TITLE SHEET
A1.1 ENLARGED SITE PLAN
A1.2 LANDS FOR WORK
A2.1 FLOOR PLAN



CITY OF MADISON
DEPT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY COUNTY BLDG RM 115
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703
PHONE: 608-266-4751

NORMAL HALL AT OLIN PARK WOOD FLOOR REMOVAL (HISTORIC)
1156 OLIN-TURVILLE CT
MADISON, WI 53715



GENERAL NOTES:

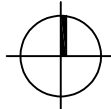
- UNLESS SPECIFICALLY NOTED IN THE PLANS AND SPECIFICATIONS AS WORK OR MATERIALS BY OTHERS, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITIES OF WORK AND MATERIALS FOR THIS CONTRACT.
- THE CONTRACTOR SHALL FURNISH ANY APPARATUS, APPLIANCE, MATERIAL, OR LABOR THAT MAY BE NECESSARY TO COMPLETE THE WORK, 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 CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL NEW AND EXISTING WORK, INCLUDING EXISTING WALKWAYS FROM THE DESIGNATED BUILDING ENTRANCE TO THE CONSTRUCTION AREA, WHICH SHALL REMAIN FREE OF DIRT, MUD, SNOW, SPILLS, SPLATTERS AND PHYSICAL DAMAGE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE IMMEDIATE AREA AROUND THE PROJECT LIMITS AND ENTRY DOORS CLEAN AND FREE OF CONSTRUCTION MATERIALS AND DEBRIS. THE CONTRACTOR SHALL INSTALL TEMPORARY TARPING AS NEEDED TO KEEP ALL CONSTRUCTION DEBRIS CONFINED TO THE IMMEDIATE PROJECT AREA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN UP OF ALL AREAS AFFECTED BY THIS CONTRACT BEFORE FINAL CONTRACT CLOSEOUT.
- 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.
- ANY CONTRACTOR WHO IDENTIFIES SUCH A DISCREPANCY AFTER THE BIDDING PROCESS AND/OR AFTER CONTRACT SIGNING SHALL IMMEDIATELY NOTIFY THE CITY PROJECT MANAGER IN WRITING AND REQUEST CLARIFICATION ON HOW TO PROCEED.
- ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL AND STATE OF WISCONSIN BUILDING CODES LATEST EDITION.
- THE CITY OF MADISON BUILDING PERMIT WILL BE SECURED BY THE OWNER. THE CONTRACTOR SHALL BE REQUIRED TO APPLY FOR AND OBTAIN ALL PERMITS OR LICENSES THAT MAY BE REQUIRED BY THESE CONTRACT DOCUMENTS REGARDLESS OF ORDINANCE, STATUTE, OR OTHER REGULATORY REQUIREMENT.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL INSPECTIONS RELATED TO ALL PERMITS AND LICENSES. RE-INSPECTION FEES ASSOCIATED WITH NON-COMPLAINT OR INCOMPLETE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- EXISTING INFORMATION SHOWN ON DRAWINGS IS BASED ON RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ACCURACY OF EXISTING INFORMATION AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.

RFB#
15066-0-2026-TJ
MUNIS#
15956
DRWN BY: REB
DATE 08/21/2026
REV: XX/XX/XX

SHT
TS1



NORTH



SITE PLAN

SCALE: 1"=0" = 200'-0"

GENERAL NOTES

1. NORMAL HALL IS A DESIGNATED MADISON HISTORIC LANDMARK.
2. NORMAL HALL SITS UPON AN ASI DESIGNATED UNCATALOGUED BURIAL AREA.
3. ANY PLACE WHERE HUMAN REMAINS ARE BURIED ARE CONSIDERED BURIAL SITES, SUBJECT TO THE STATE'S BURIAL SITE PRESERVATION LAW, WIS. STAT. § 157.70. BURIAL SITES ARE PROTECTED UNDER THIS LAW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF THIS STATUTE SHOULD HUMAN REMAINS BE DISCOVERED, AND SOLELY LIABLE FOR THE PAYMENTS OF PENALTIES OR FINES IMPOSED BY ANY STATE OR LOCAL AGENCY, AND FOR ANY VIOLATION OF ANY STATE, OR LOCAL LAW OR REGULATION ARISING AS A RESULT OF THE CONTRACTOR'S PERFORMANCE. THE CONTRACTOR, OR THEIR AGENT, SHALL BE FULLY CONVERSANT WITH WIS. STAT. § 157.70 AND SHALL BE EXPECTED TO ACT IN FULL CONFORMANCE WITH THAT STATUTE. IF ANY HUMAN REMAINS OR ARCHAEOLOGICAL MATERIALS ARE FOUND, OR UNUSUAL SOILS ENCOUNTERED DURING THE PROJECT, ALL GROUND DISTURBING CONSTRUCTION ACTIVITIES MUST CEASE.
4. ANY DEVIATION FROM THE PLANS DESCRIBED IN THE BID DOCUMENTS THAT MAY OCCUR WITHIN THE UNCATALOGUED BOUNDARIES OF THE BURIAL SITE AND INVOLVES GROUND DISTURBING ACTIVITY MUST BE DESCRIBED IN WRITING TO THE OWNER FOR FURTHER REVIEW AND AUTHORIZATION. SUCH MODIFIED WORK IS NOT AUTHORIZED.



CITY OF MADISON
DEPT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY COUNTY BLDG RM 115
MADISON, WI 53703
210 MARTIN LUTHER KING JR BLVD
PHONE: 608-266-4751

NORMAL HALL AT OLIN PARK WOOD FLOOR REMOVAL (HISTORIC)
1156 OLIN-TURVILLE CT
MADISON, WI 53715

RFB#
15066-0-2026-TJ
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SHT

A1.0



CITY OF MADISON
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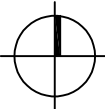
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#15956
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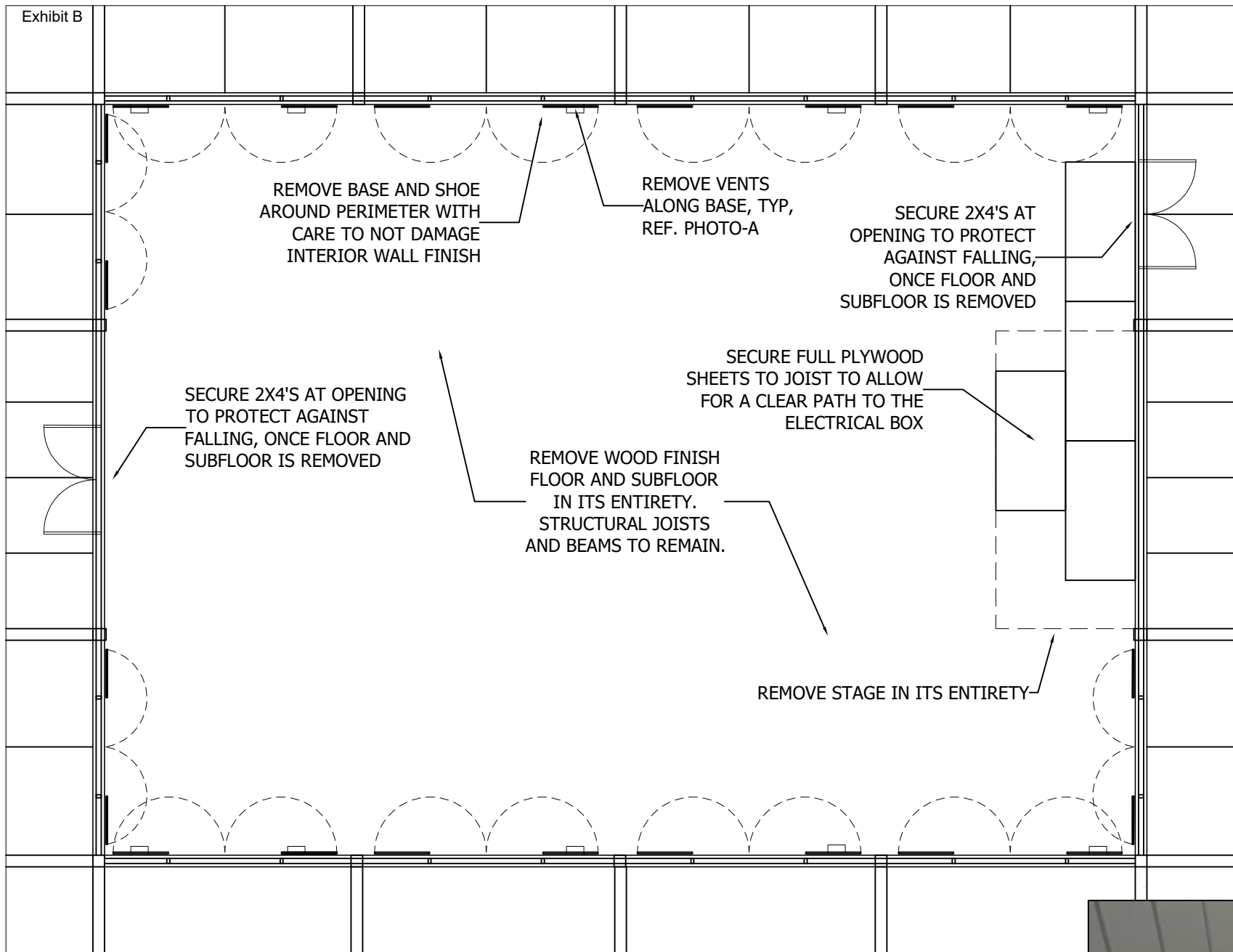


NORTH



LANDS FOR WORK

SCALE: 1"=0" = 60'-0"



1 FLOOR PLAN - DEMO & PROPOSED

1/8" = 1'-0"



REMOVE BASE AND SHOE

REMOVE VENT

PROTECT INTERIOR 1X4 V GROOVE WALL PANELING IN PLACE

A INTERIOR - REMOVE VENT - TYP

GENERAL NOTES

1. THIS DEMOLITION PLAN HAS BEEN PREPARED TO ASSIST THE CONTRACTOR IN DETERMINING THE SCOPE OF DEMOLITION WORK TO BE INCLUDED IN THIS PROJECT. IT IS NOT INTENDED TO BE A COMPLETE INDICATION OF ALL DEMOLITION WORK REQUIRED TO COMPLETE THE PROJECT. THE CONTRACTOR SHOULD REVIEW ALL DRAWINGS AND SPECIFICATIONS, INCLUDING DEMOLITION SHOWN FOR OTHER TRADES, AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS, IN ORDER TO DETERMINE THE SCOPE OF DEMOLITION WORK.
2. PROTECT IN PLACE, ALL FINISHED SURFACES THAT WILL REMAIN, DURING THE ENTIRE CONSTRUCTION PERIOD.
3. ALL FURNISHINGS AND MOVABLE ITEMS WILL BE REMOVED BY THE OWNER.
4. ALL DEMOLITION ITEMS TO BE PROPERLY RECYCLED OR DISPOSED OF BY THE CONTRACTOR PER APPROVED REUSE AND RECYCLING PLAN.
8. NORMAL HALL IS A CITY OF MADISON DESIGNATED LANDMARK. WORK SHALL NOT DEVIATE FROM THE SPECIFICATIONS IN ORDER TO COMPLY WITH APPROVALS GRANTED BY THE LANDMARKS COMMISSION. UNDER NO CIRCUMSTANCES SHALL COMPONENTS OF THE BUILDING BE REMOVED OR ALTERED OUTSIDE OF THE WORK OF THE CONTRACT.
9. ANY DEVIATION FROM THE PLANS DESCRIBED IN THE BID DOCUMENTS THAT MAY OCCUR WITHIN THE UNCATALOGUED BOUNDARIES OF THE BURIAL SITE AND INVOLVES GROUND DISTURBING ACTIVITY MUST BE DESCRIBED IN WRITING TO THE OWNER FOR FURTHER REVIEW AND AUTHORIZATION. SUCH MODIFIED WORK IS NOT AUTHORIZED.
10. CONTRACTOR SHALL PROTECT AGAINST DAMAGING ELEMENTS TO REMAIN, DURING DEMOLITION.
11. ALL MATERIALS FROM THE DEMOLITION OF THE EXISTING FLOOR ARE TO BE PROPERLY DISPOSED OF OFFSITE BY THE CONTRACTOR.
12. COMPLY WITH APPLICABLE CODES AND REGULATION FOR DEMOLITION OPERATIONS AND SAFETY.
13. USE PHYSICAL BARRIERS TO PREVENT ACCESS TO AREAS THAT COULD BE HAZARDOUS TO WORKERS OR THE PUBLIC.
14. RESTORE FINISHES OF ANY AREAS DAMAGED DURING DEMOLITION THAT WERE NOTED TO REMAIN.
15. SITE CLEAN UP: REMOVE DEBRIS, JUNK, AND TRASH FROM SITE. REMOVE FROM SITE ALL MATERIALS NOT TO REUSED ON SITE; COMPLY WITH SECTION 01 74 19 - WASTE MANAGEMENT.
16. LEAVE SITE IN CLEAN CONDITION, READY FOR SUBSEQUENT WORK.



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SHT
A2.0

SECTION 01 26 13
REQUEST FOR INFORMATION (RFI)

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATIONS	1
1.3. PERFORMANCE REQUIREMENTS.....	1
1.4. QUALITY ASSURANCE	1
PART 2 – PRODUCTS – THIS SECTION NOT USED	1
PART 3 - EXECUTION	1
3.1. CONTRACTOR INITIATED RFI	1
3.3. RFI RESPONSES.....	2
3.4. COMMENCEMENT OF WORK RELATED TO AN RFI.....	2

PART 1 – GENERAL

1.1. SUMMARY

- A. Contractors shall use the RFI form/process to request additional information or clarification regarding the construction documents.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 46 Construction Bulletin (CB)
 B. Section 01 26 57 Change Order Request (COR)
 C. Section 01 26 63 Change Order (CO)

1.3. PERFORMANCE REQUIREMENTS

- A. RFI issues initiated by any contractor shall be done through the General Contractor (GC).
 1. RFIs submitted by any Sub-contractor under the GCs control shall be returned with no response.
 B. Submit a new RFI for each issue. Only multiple questions that are of a similar nature may be combined into one RFI.

1.4. QUALITY ASSURANCE

- A. The GC shall be responsible for all of the following:
 1. Ensure that any request for additional information is valid and the information being requested is not addressed in the construction documents.
 2. Ensure that all requests are clearly stated and the RFI form is completely filled out.
 3. Ensure that all Work associated an RFI response is carried out as intended.
 B. The CPM shall be responsible for the following:
 1. Ensure that all responses to contractor initiated RFIs are properly responded to in a timely fashion.
 a. The CPM, Owner, consulting staff, and other City staff shall be responsible for the initial review of the RFI. The CPM shall be responsible for codifying all consultant and Owner/City staff comments into a unified RFI response.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. CONTRACTOR INITIATED RFI

- A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents any contractor may initiate an RFI for additional information or clarification through the GC.
 1. Thoroughly explain the issue at hand, provide backup information (photographs, sketches, drawings, data, etc.) as necessary, and clearly state the question or problem that requires a resolution. Combine like or related issues but do not include multiple issues on one form.
 a. Example. If a duct interferes with other critical piping and electrical work include all issues into one RFI.
 b. Example. If you have a question regarding the chiller and another regarding toilet partitions create separate RFIs.
 2. The written request containing the information above from the GC shall be emailed to the CPM.

3.3. RFI RESPONSES

- A. Responses to simple RFI issues shall be completed within five (5) working days of the RFI form being submitted.
- B. Responses to more complex issues may require additional time or may require a Construction Bulletin to be published. The initial RFI shall be responded to within five (5) working days stating that the RFI is being reviewed and provide an estimated date for the response.
- C. The following GC generated RFIs will be returned without action:
 - 1. Requests for approval of submittals
 - 2. Requests for approval of substitutions
 - 3. Requests for approval of Contractor's means and methods.
 - 4. Requests for coordination information already indicated in the Contract Documents.
 - 5. Requests for adjustments in the Contract Time or the Contract Sum.
 - 6. Requests for interpretation of CPM actions on submittals.
 - 7. Incomplete RFI or inaccurately prepared RFI.

3.4. COMMENCEMENT OF WORK RELATED TO AN RFI

- A. The GC shall only proceed with the Work of an RFI when additional information is not required.
- B. The GC shall not proceed with any Work associated with an RFI while it is under review.
- C. The GC shall not proceed with any Work associated with an RFI that clearly states a CB will be issued in response to the RFI.
- D. The GC will be required to immediately remove and replace unauthorized Work and all costs required to conform to the Contract Documents shall be borne by the GC.

END OF SECTION

SECTION 01 26 46
CONSTRUCTION BULLETIN (CB)

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATIONS	1
1.3. PERFORMANCE REQUIREMENTS.....	1
1.4. QUALITY ASSURANCE	1
PART 2 – PRODUCTS – THIS SECTION NOT USED	1
PART 3 - EXECUTION	2
3.1. WRITING THE CONSTRUCTION BULLETIN	2
3.2. EXECUTING THE CONSTRUCTION BULLETIN.....	2

PART 1 – GENERAL

1.1. SUMMARY

- A. Construction Bulletins (CB) are formal published construction documents that modify the original contract bid documents after construction has commenced. CBs may be published for many reasons, including but not limited to the following:
 - 1. Clarification of existing construction documents including specifications, plans, and details
 - 2. Change in product or equipment
 - 3. A response to a Request for Information
 - 4. Change in scope of the contract as either an add or a deduct of work
- B. CBs provide a higher degree of detail in response to a Request for Information (RFI) through directives, revised plans/details, and specifications as necessary.
- C. The CB may change the original contract documents through additions or deletions to the Work.
- D. Where the directives of a CB are significant enough to warrant a Change Order Request (COR) the GC shall use all information provided in the CB to assemble all required back-up documentation for additions and deletions of materials, labor and other related contract costs for the COR.

1.2. RELATED SPECIFICATIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 57 Change Order Request (COR)
- C. Section 01 26 63 Change Order (CO)

1.3. PERFORMANCE REQUIREMENTS

- A. Project Manager: The CPM shall be the only person authorized to publish a CB as needed for any reason indicated in section 1.1.A above. The CPM shall consult as necessary with any of the following while drafting the CB and issuing a CB:
 - 1. Owner
 - 2. Members of city staff
 - 3. The General Contractor
 - 4. Sub-contractors
- B. General Contractor: The GC shall be responsible for the following as needed:
 - 1. Executing the directives of the CB when they believe that no changes in labor, materials, equipment, or contract duration will be required for additions or deletions.
 - 2. Submit a COR when they believe that a change in labor, materials, equipment or contract duration will be required for additions or deletions.

1.4. QUALITY ASSURANCE

- A. The CPM shall be responsible for ensuring the final CB sufficiently provides direction, details, specifications and other information as necessary for the GC to perform the intended Work.
- B. The CPM shall be responsible for ensuring the final CB is published as expeditiously as practical based on the complexity of the CB being written. CBs that may affect the GC critical path shall be given priority.

PART 2 – PRODUCTS – THIS SECTION NOT USED

SECTION 01 26 57
CHANGE ORDER REQUESTS (COR)

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATION SECTIONS	2
1.3. DEFINITIONS AND STANDARDS	2
1.4. CONTRACT EXTENSION	3
1.5. OVERHEAD AND PROFIT MARKUP	3
1.6. PERFORMANCE REQUIREMENTS	3
1.7. QUALITY ASSURANCE	3
PART 2 – PRODUCTS – THIS SECTION IS NOT USED	4
PART 3 - EXECUTION	4
3.1. ESTABLISHING A CHANGE ORDER REQUEST	4
3.2. SUBMIT A CHANGE ORDER REQUEST FORM	4
3.3. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING	4
3.4. EMERGENCY CHANGE ORDER REQUEST	5

PART 1 – GENERAL

1.1. SUMMARY

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

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

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 46 Construction Bulletins (CB)
- C. Section 01 26 63 Change Order (CO)
- D. Parts of this specification will reference articles within "The City of Madison Specifications for Public Works Construction".
1. Use the following link to access the Public Works Specifications web page:
<http://www.cityofmadison.com/business/pw/specs.cfm>
 - a. Click on the "Part" chapter identified in the specification text. For example if the specification says "Refer to City of Madison Public Works Specifications 210.2" click the link for Part II, the Part II PDF will open.
 - b. Scroll through the index of Part II for specification 210.2 and click the text link which will take you to the referenced text.

1.3. DEFINITIONS AND STANDARDS

- A. LABOR: The amount of time and cost associated with the performance of human effort for a defined scope of Work. Labor is further defined as follows:
1. Labor rate is the total hourly rate which includes the basic rate of pay, fringe benefits plus each company's cost of required insurance, also referred to as a reimbursable labor rate.
 2. Unit labor is the labor hours anticipated to install the corresponding unit of material.
 3. Labor cost is the labor hours multiplied by the hourly labor rates.
- B. MATERIAL: Actual material cost is the amount paid, or to be paid, by the GC for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project
- C. LARGE TOOLS AND MAJOR EQUIPMENT: Large tools and major equipment are those with an initial cost greater than \$1,500, whether from the GC or other sources.
1. Tool and equipment use and time allowed is only for extra work associated with change orders.
 - a. Rental Rate is the machine cost associated with operating a piece of equipment for a defined length of time (hour, day, week, or month) and shall not exceed the usual and customary amount for such items available in the geographical area of the project.
 - b. Rental cost is the rental rate multiplied by the anticipated duration the equipment shall be required.
 2. The GC shall provide a breakdown of all rental rates to indicate what items and costs are associated with the rate. Examples of items to include in the breakdown would be fuel consumption, lubrication, maintenance and other similar expenses but not including profit and overhead.
 3. When large tools and equipment needed for Change Order work are not already at the job site, the actual cost to get the item there is also reimbursable.
- D. BOND COST: The cost shall be calculated at 1% of the total proposed change order.
- E. SUB-CONTRACTOR COSTS: Sub-contractor costs are for those labor, material, and equipment costs required by subcontracted specialties to complete the Change Order work.
- F. OVERHEAD AND PROFIT Markup: The allowable markup percentage to a COR by the GC and Sub-contractors for overhead and profit. All of the following are expenses associated with overhead and profit and shall not be reimbursable as individual items on any COR:
1. CHANGE ORDER PREPARATION: All costs associated with the preparing and processing of the change order.
 2. DESIGN, ESTIMATING, AND SUPERVISION: All such efforts, unless specifically requested by Owner as additional Work to be documented as a COR or portion thereof.
 3. INSTALLATION LAYOUT: The layout required for the installation of material and equipment, and the installation design, is the responsibility of the GC.

4. SMALL TOOLS AND SUPPLIES: The cost of small hand tools with an initial cost of \$1,500 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items.
5. GENERAL EXPENSE: The general expense, which is those items that are a specific job cost not associated with direct labor and material such as job trailers, foreman truck, and similar items.
6. RECORD DRAWINGS: The preparation of record or as-built drawings.
7. OTHER COSTS: Any miscellaneous cost not directly assessable to the execution of the Change Order including but not limited to the following:
 - a. All association dues, assessments, and similar items.
 - b. All education, training, and similar items.
 - c. All drafting and/or engineering, unless specifically requested by Owner as additional Work to be documented as a Change Order proposal or portion thereof.
 - d. All other items including but not limited to review, coordination, estimating and expediting, field and office supervision, administrative work, etc.
- G. Contract Extension: The necessary amount of time to be added to the contract deadlines for the completion of a change order.

1.4. CONTRACT EXTENSION

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

1.5. OVERHEAD AND PROFIT MARKUP

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

1.6. PERFORMANCE REQUIREMENTS

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

1.7. QUALITY ASSURANCE

- A. The GC shall be responsible for ensuring that all COR supporting documentation meets the following requirements:

1. Sufficiently indicates labor, material, and other expenses related to completing the intent of the CB.
 2. No costs exceed the usual and customary amount for such items available in the geographical area of the project, and no costs exceed those established under the contract.
- B. The Project Manager (CPM), other members of the consulting staff, and city staff shall review all COR requests to ensure that the intent of the CB will be met under the proposal of the COR or request additional information as necessary.

PART 2 – PRODUCTS – THIS SECTION IS NOT USED

PART 3 - EXECUTION

3.1. ESTABLISHING A CHANGE ORDER REQUEST

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

3.2. SUBMIT A CHANGE ORDER REQUEST FORM

- A. The GC shall provide all of the following information in an email to the CPM:
1. DO NOT perform any calculations on this worksheet, only provide the raw data as requested below. All calculations, totals, and markups shall be computed as described within this specification.
 2. Provide a summary description of the COR request, and justification for any requested time extension to the contract, indicate the number of calendar days being requested for the extension and add any attachments to the form as needed.
 3. Provide all GC self-performance data including all of the following:
 - a. Materials description, quantities, and unit costs.
 - b. Labor hours and rates for all Foremen, Journeymen, and Apprentices by trade.
 - c. Equipment descriptions, quantities, unit costs and rates.
 4. Provide all Sub-contractor data including all of the following:
 - a. Materials description, quantities, and unit costs.
 - b. Labor hours and rates for all Foremen, Journeymen, and Apprentices by trade.
 - c. Equipment descriptions, quantities, unit costs and rates.

3.3. CHANGE ORDER REQUEST REVIEW, APPROVAL, AND PROCESSING

- A. The CPM shall review all CORs submitted by the GC.
1. Additional consulting staff and city staff having knowledge of the components of the COR shall review and advise the CPM as to the accuracy of the items, quantities, and associated costs of the COR as directed by the CB.
 2. The CPM shall review the COR with the Owner.
- B. If required the CPM, shall in good faith, further negotiate the COR with the GC as necessary.
- C. After final review of the COR the CPM and Owner may accept the COR.
- D. The CPM shall prepare the COR in the form of an official Change Order for final review and approval as outlined in Section 01 26 63 Change Order (CO).
- E. The GC shall not act upon any accepted COR until it has received final approval as an official CO to the Work unless instructed to do so by the CPM. Proceeding without the final approval of a fully authorized Change Order is at the GC's own risk.

3.4. EMERGENCY CHANGE ORDER REQUEST

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

END OF SECTION

**SECTION 01 26 63
 CHANGE ORDER (CO)**

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATION SECTIONS	1
1.3. CITY APPROVAL PROCEDURE	1
PART 2 – PRODUCTS – THIS SECTION IS NOT USED.....	1
PART 3 - EXECUTION	1
3.1. PREPARATION OF THE CHANGE ORDER	1
3.2. EXECUTION OF THE CHANGE ORDER	1

PART 1 – GENERAL

1.1. SUMMARY

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the General Contractor (GC) without having prior approval of the City Project Manager (CPM).
- B. The City may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order. Such changes may include additions and/or deletions.
- C. The CO form is typically made up of multiple Change Order Requests (CORs) and/or Bid Items as appropriate depending on the type of project and how the contract was bid.

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 26 13 Request for Information (RFI)
- B. Section 01 26 46 Construction Bulletin (CB)
- C. Section 01 26 63 Change Order Request (COR)

1.3. CITY APPROVAL PROCEDURE

- A. The City of Madison Engineering Division has a very explicit procedure for the review and approval of all change orders.
- B. **SPECIAL NOTE:** The GC is cautioned to never proceed unless told to do so by the CPM. Only in rare instances may the CPM give a written notice to proceed on a COR without an approved CO. Proceeding without the written notice of the CPM or an approved CO is at the GC's own risk.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. PREPARATION OF THE CHANGE ORDER

- A. The CPM shall provide the information below in an email to the GC and copy the Engineering Accountant:
 - 1. Provide information for all contract information.
 - 2. Provide a general description of the items described within the change order.
 - 3. Provide detailed information for each Item on the CO form. At the option of the CPM, they may include multiple Change Order Requests each as their own item.
 - 4. Provide required pricing and accounting information as needed for the item.
 - 5. Insert attachments of contractor provided information that clarifies and quantifies the CO. Attachments may include but not be limited to material lists, estimated labor, revised details or specifications, and other documents that may be related to the requested change.
 - 6. Save the final version of the completed CO.

3.2. EXECUTION OF THE CHANGE ORDER

- A. Upon emailing the CO as described in section 3.1 above, The GC shall do the following:
 - 1. Thoroughly review the email.
 - 2. The GC shall notify the CPM immediately of any errors or discrepancies and shall not sign or save it.
 - a. The CPM shall make any corrections as needed and resend to the GC.
 - 3. If/when the GC concurs with the CO email as drafted the GC shall respond to the email with their approval of the email.

- END OF SECTION**

SECTION 01 31 13
PROJECT COORDINATION

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. GENERAL REQUIREMENTS.....	1
1.3. GENERAL CONTRACTOR PERFORMANCE REQUIREMENTS	2
1.4. SUB-CONTRACTOR PERFORMANCE REQUIREMENTS.....	2
PART 2 – PRODUCTS – THIS SECTION NOT USED	2
PART 3 – EXECUTION – THIS SECTION NOT USED	2

PART 1 – GENERAL

1.1. SUMMARY

- A. Project Coordination covers many areas within the execution of the Contract Documents and the requirements of proper coordination are the applicable to all contractors executing the Work of this contract.
- B. This specification provides general information regarding project coordination for the General Contractor and all Sub-contractors. All contractors shall be familiar with project coordination requirements and responsibilities that may be defined in other specification within these Contract Documents.
- C. The General Contractor shall at all times be responsible for the project, project site, and execution of the Contract Documents.

1.2. GENERAL REQUIREMENTS

- A. The following general requirements shall applicable to all contractors:
 - 1. Cooperate with the Owner, all authorized Owner Representatives, CPM, and all consultants of the Owner.
 - 2. Materials, products, and equipment shall be new, as specified and to industry standards except where otherwise noted.
 - 3. Labor and workmanship shall be of a high quality and to industry standards.
- B. Existing conditions:
 - 1. Verify all existing conditions indicated in the contract documents with actual field locations and take field measurements to verify existing conditions. Field verify dimensions including sizes and locations of existing architectural components, existing structural systems, existing equipment, existing mechanical and utility components, and similar items including any existing condition related to the work.
 - 2. Report any inconsistencies, errors, omissions, or code violations in writing to the General Contractor (GC) immediately.
 - 3. Annotate any inconsistencies, errors, and omissions on the GC As-Built record drawings immediately for future reference.
- C. Contract Documents:
 - 1. The Contract Documents are intended to include everything necessary to perform the work. Every item required may not be specifically mentioned, shown, or detailed.
 - a. Except where specifically stated all systems and equipment shall be complete, installed, and fully operable.
 - b. If a conflict exists within the contract documents the contractor shall furnish the item, system, or workmanship of the highest quality, largest, largest quantity, or most closely fits the intent of the contract documents.
 - c. Manufacturers recommended installation details shall be verified and used prior to installation of products and equipment so as to not void warranties.
- D. Errors and Omissions
 - 1. No Contractor shall take any advantage of any apparent error or omission in the construction documents.
 - 2. The City of Madison shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the construction documents.
- E. Owners Representatives
 - 1. All contractors shall be familiar with various Owner Representatives having Quality Management responsibilities for the duration of this project including but not limited to the following:
 - a. Owner, the designated representative of the City Agency that will occupy the project upon completion.

- b. City Project Manager, responsible for all day to day decisions regarding the execution and performance of this Contract and design intent of the construction documents.
- c. Consulting City Staff, responsible for providing consulting services to the Owner and City Project Manager, also responsible for Quality Management of the construction documents.
2. Owner Representatives shall be attending progress meetings, pre-installation meetings, performing or being present for final testing and acceptance and quality management reporting during the execution of the contract documents as outlined in other specifications.

1.3. GENERAL CONTRACTOR PERFORMANCE REQUIREMENTS

- A. Assume the responsibility for all Work specified in the Contract Documents except where specifically identified to be performed by the Owner or other contractor separately hired by the Owner.
 1. Coordinate all work by Owner, equipment provided Owner, or contractor hired by the Owner into the project schedule.
- B. Provide all construction management responsibilities as specified in other Division 1 specifications including but not limited to:
 1. Scheduling of work
 2. Coordination of work between other Trades and Sub-contractors
 3. Construction administration and management
 4. Site layout, cleanliness, and protection of completed work/stored materials
 5. Waste Management
 6. Quality Assurance and Quality Control
- C. Use Diggers Hotline and private utility locating companies to accurately locate all public and private utilities on the property as needed. The GC is responsible for any repair or replacement to any public or private utility damaged during the execution of the Work.
- D. Report any inconsistencies, errors, omissions, or code violations in writing to the CPM immediately. Failure to report inconsistencies prior to beginning work shall indicate that the GC accepted all existing conditions.
- E. The GC shall be responsible for assigning work and related responsibilities where the Contract Documents may not clearly state who is responsible for providing the work, material, or product.
- F. Provide construction management oversight of all items described in Section 1.5 below.

1.4. SUB-CONTRACTOR PERFORMANCE REQUIREMENTS

- A. Be familiar with all of the contract documents as they pertain to your Work, adjacent work and the overall progress of the project.
 1. All Sub-contractors shall be familiar with all Division 1 specifications as they may apply to progress, progress payments, quality control construction management, and closeout of the contract.
- B. Coordinate your Work with all adjacent work and existing conditions.
 1. Perform your work in proper sequence according to the GC's project schedule and in relation to the work of other trades.
 2. Notify other sub-contractors and trades whose work may be connected to, combined with, or influenced by your work and allow them reasonable time and access to complete their work.
 3. Join your work to the work of others in accordance with the intent of the Contract Documents.
 4. Order materials and schedule deliveries to facilitate the general progress of the Work.
- C. Cooperate with all other trades to facilitate the general progress of the work. This shall include providing every reasonable opportunity for the installation of work by others and the storage of their materials and equipment.
 1. In no case shall any contractor exclude from the premises or work any Sub-contractor or their employees.
 2. In no case shall any contractor interfere with the execution or installation of Work by any other Sub-contractor or their employees.
- D. Arrange your work, equipment, and materials and dispose of your construction waste so as to not interfere with the work or storage of materials of others.
- E. Coordinate all work as indicated during pre-installation meetings with Owner Representatives, the GC and other trades. Any work improperly coordinated shall be relocated as designated by the Owner Representative at no additional cost to the City.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 – EXECUTION – THIS SECTION NOT USED

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATION SECTIONS	1
1.3. QUALITY ASSURANCE	1
1.4. TEMPORARY UTILITIES	2
1.5. TEMPORARY SANITARY FACILITIES.....	2
1.6. BARRIERS.....	2
1.7. FENCING	2
1.8. EXTERIOR ENCLOSURES.....	2
1.9. SECURITY	2
1.10. VEHICULAR ACCESS AND PARKING	2
1.11. WASTE REMOVAL.....	2
1.12. PROJECT IDENTIFICATION	3
1.13. FIELD OFFICES (OPTIONAL).....	3
PART 2 - PRODUCTS	3
2.1. EQUIPMENT	3
PART 3 - EXECUTION	3
3.1. TEMPORARY FIRE PROTECTION	3
3.2. COLLECTION AND DISPOSAL OF WASTE	3
3.3. ENVIRONMENTAL PROTECTION.....	4
3.4. REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS	4

PART 1 – GENERAL

1.1. SUMMARY

- A. This Section includes general procedural requirements for temporary facilities and controls including, but not limited to the following:

1. Temporary Utilities
2. Temporary Sanitary Facilities
3. Barriers
4. Fencing
5. Exterior Enclosures
6. Security
7. Vehicular Access and Parking
8. Waste Removal
9. Project Identification
10. Field Offices

1.2. RELATED SPECIFICATION SECTIONS

- A. Section 01 74 19 Construction Waste Management and Disposal

1.3. QUALITY ASSURANCE

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

1.4. TEMPORARY UTILITIES

- A. Owner or Contractor (choose one) will provide the following:
 - 1. Electrical power and metering, consisting of existing facilities.
 - 2. Water supply, consisting of existing facilities.
- B. General:
 - 1. Existing facilities may be used.
 - 2. New permanent facilities may be used.
- C. Water Service: water is available from existing building services.
 - 1. Use trigger-operated nozzles for water hoses, to avoid waste of water.
- D. Temporary Electric Power Service: Electrical Contractor shall extend temporary power from existing building services.
- E. Temporary Lighting: Electrical Contractor shall provide temporary lighting with local switching
 - 1. Install and operate temporary lighting, minimum of 30 fc, to fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for all areas of work, including construction operations and traffic conditions.

1.5. TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Temporary toilets: Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
 - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
- C. Maintain daily in clean and sanitary condition
- D. Water: Provide potable water approved by local health authorities

1.6. BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.7. FENCING

- A. Construction: Refer to Plan Documents Land for Work for potential fencing placement.

1.8. EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.9. SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.10. VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. The GC is welcome to use three Parking stalls adjacent to the restroom building as shown in the Lands for Work document for personal vehicles during the Work. Vehicles of any kind cannot be parked in the drive or along the side of the drive.

1.11. WASTE REMOVAL

- A. See Section 01 74 19 - Waste Management, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.

- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.12. PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated in Section 01 58 13.
- B. Erect on site at location determined by Owner.
- C. No other signs are allowed without Owner permission except those required by law.

1.13. FIELD OFFICES (OPTIONAL)

- A. If the GC is planning to use a field office trailer, the trailer shall be Weather tight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. The field Office shall be located in the building approach driveway on the pavement.

PART 2 - PRODUCTS

2.1. EQUIPMENT

- A. Temporary Lifts and Hoists: Contractors requiring temporary lifts and hoists shall provide facilities for hoisting materials and employees.
- B. Electrical Outlets: Electrical Contractor shall provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. Electrical Power Cords: Contractors requiring power cords shall provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- D. First Aid Supplies: General Contractor shall provide first aid supplies complying with governing regulations.
- E. Fire Extinguishers: General Contractor shall provide hand-carried, portable UL-rated, fire extinguishers of NFPA recommended classes for the exposures, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1. TEMPORARY FIRE PROTECTION

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

3.2. COLLECTION AND DISPOSAL OF WASTE

- A. Collect waste from construction areas and elsewhere daily.
- B. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
- C. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F.

- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.3. ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Avoid use of tools and equipment which produce harmful noise.
- C. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.4. REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL	1
1.1. SUMMARY	1
1.2. RELATED SPECIFICATIONS	1
1.3. CITY ORDINANCES	1
1.4. DEFINITIONS	1
1.5. PERFORMANCE REQUIREMENTS	2
1.6. SUBMITTALS AND DELIVERABLES	2
1.7. QUALITY ASSURANCE	3
1.8. WASTE MANAGEMENT PLAN	3
PART 2 – PRODUCTS – THIS SECTION NOT USED	3
PART 3 - EXECUTION	3
3.1. PLAN IMPLEMENTATION	4
3.2. HAZARDOUS AND TOXIC WASTE	4
3.3. GENERAL GUIDELINES FOR ALL WASTES	4
3.4. GUIDELINES FOR RECYCLABLE, RE-USABLE, AND SALVAGEABLE WASTE	4
3.5. GUIDELINES FOR DISPOSAL OF WASTES	5

PART 1 – GENERAL

1.1. SUMMARY

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

1.2. RELATED SPECIFICATIONS

- A. Other Divisions and Specifications that may address the proper disposal of construction or demolition waste as it pertains to work being conducted under that particular specification.

1.3. CITY ORDINANCES

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

1.4. DEFINITIONS

- A. Clean: Untreated and unpainted material, free of contamination caused by oils, solvents, caulks, and other chemicals.
- B. Construction and Demolition Debris: Materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, buildings, and roads.
- C. Disposal: Off-site removal of construction and demolition debris and the subsequent sale, recycling, reuse, or deposit in authorized landfill or incinerator.
- D. Hazardous: Exhibiting the characteristics of hazardous substance, i.e. ignitability, corrosiveness, toxicity, or reactivity and including but not limited to asbestos containing materials, lead, mercury and PCBs.
- E. Non-hazardous: Exhibiting none of the characteristics of a hazardous substance.
- F. Nontoxic: Not immediately poisonous to humans or poisonous after a long period of exposure.
- G. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- H. Recycle: Any process by which construction or demolition debris is diverted from final disposal as solid waste at a permitted landfill and instead is collected, separated, and/or processed into raw materials for new, reused, or reconstituted products; or for the recovery of materials for energy production processes.

- I. Recycler: Any recycling facility, transfer station, or other waste handling facility which accepts construction and demolition debris for recycling, or for other transferring to a recycling facility.
- J. Recycling: The process of sorting, cleaning, treating, or reconstituting solid waste and other discarded materials for the purpose of preparing the material to be recyclable. Recycling does not include burning, incinerating or thermally destroying waste.
- K. Return: To give back reusable items or unused products to vendors for credit.
- L. Reuse: Shall mean any of the following:
 - 1. The on-site use of reprocessed construction and demolitions debris.
 - 2. The off-site redistribution of a material, for use in the same manner or similar manner at another location.
 - 3. The use of non-toxic, clean wood as an alternative fuel source.
- M. Salvage: To remove a waste material from the project site for resale or reuse by the Owner or others.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be re-used, returned, recycled, or salvaged.
- P. Waste: Extra materials or products that have reached the end of its useful life or its intended use. Waste includes salvageable, returnable, recyclable and re-useable construction and demolition materials, and trash.

1.5. PERFORMANCE REQUIREMENTS

- A. The GC shall develop a Waste Management Plan that results in end-of-project rates for salvage/recycling/reuse of 95 percent (minimum) by weight of the total waste generated by the Work.
- B. The GC shall salvage or recycle 100 percent of all uncontaminated packaging materials including but not limited to the following:
 - 1. Paper
 - 2. Cardboard
 - 3. Beverage containers
 - 4. Boxes
 - 5. Plastic Sheet and film
 - 6. Polystyrene packaging
 - 7. Wood crates and pallets
 - 8. Plastic pails and buckets
- C. Promote a resourceful use of supplies and materials through proper planning and handling. Generate the least amount of waste possible by minimizing errors, poor planning, breakage, mishandling, contamination or other similar factors.
- D. Use all reasonable means to divert construction waste from landfills and incinerators through recycling, reuse, or salvage as appropriate.

1.6. SUBMITTALS AND DELIVERABLES

- A. The GC shall provide their completed Waste Management Plan as a submittal for review by the City Project Manager.
 - 1. See item 1.8 below for Waste Management Plan submittal requirements.
 - 2. The Waste Management Plan shall be completed, submitted, and approved as a pre-requisite for final payment.
 - 3. Copies of all documentation required by this specification shall be submitted to the CPM. Documentation shall be reviewed by the City Project Manager for compliance and accuracy.
- B. The Waste Management Coordinator shall provide copies of items 1 through 5 below to the CPM and shall update the Waste Management Summary Log to reflect the records being submitted.
 - 1. Records of Donations: Indicate receipt and acceptance of itemized salvageable waste donated to individuals or organizations. Indicate if the organization is tax exempt.
 - 2. Records of Sales: Indicate receipt and acceptance of itemized salvageable waste sold to individuals or organizations. Indicate if the organization is tax exempt.
 - 3. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.
 - 4. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.

1.7. QUALITY ASSURANCE

- A. Waste Management Coordinator: The GC shall be responsible for designating a Waste Management Coordinator. Coordinator may be the GC Supervisor, GC Project Manager or other member of the GC staff having knowledge of proper waste management procedures and all applicable regulations.
- B. Regulatory Requirements: Comply with all hauling and disposal regulations of authorities having jurisdiction.
- C. The Waste Management Coordinator shall conduct a Waste Management Conference at the job site. This conference shall be repeated as necessary as additional trades are added to the Work. The conference shall include but not be limited to the following:
 - 1. Identify the Waste Management Coordinator; provide trade contractors with name, phone, and email information.
 - 2. Review and discuss the Waste Management Plan and the roles of the Coordinator.
 - 3. Review the requirements for documenting and reporting procedures of each type of waste and its disposition.
 - 4. Review procedures for material separation; indicate availability and locations of containers and bins.
 - 5. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 6. Review waste management procedures specific to each trade.

1.8. WASTE MANAGEMENT PLAN

- A. Develop a plan consisting of waste identification, a waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume. Use the same units of measure throughout the waste management plan.
 - 1. Waste Identification: Indicate anticipated types and quantities of site clearing, demolition waste, and construction waste that will be generated during the execution of this contract. Include assumptions for the estimates.
 - 2. Waste Reduction Work Plan: The work plan shall consist of but not be limited to all of the following:
 - a. Identify methods for reducing construction waste. Re-using, framing and forming materials, re-planning material cuts to minimize waste, etc.
 - b. Identify what types of materials will be recycled. Provide lists of local companies that receive and/or process the materials. Include names, addresses, and phone numbers.
 - c. Identify what types of materials will be disposed of and whether it will be disposed of in a landfill facility or by incineration facility. Provide lists of local companies that receive and/or process the materials. Include names, addresses, and phone numbers.
 - d. Identify methods to be used on site for separating waste including all of the following:
 - i. Sizes of containers to be used.
 - ii. Labels to be used on the containers to identify the type of waste allowed in the container.
 - iii. Designated locations on the project site for waste material containers.
- B. If project requires demolition incorporate the ordinance required (MGO 28.185) Recycling and Reuse Plan into the Waste Management Plan.
- C. Provide all of the following for the Waste Management Coordinator:
 - 1. Name, employer, employer address, phone number, and email address of the designated coordinator.
 - a. The GC shall also provide this information with the required Project Directory Submittal at the beginning of the project.
- D. If at the option of the GC, they choose to contract with a Waste Management Disposal Company that allows comingled and unsorted waste materials, the GC shall include with their Waste Management Plan the following:
 - 1. Name, address, phone number, state permitting information, and other pertinent information about the disposal company.
 - 2. Documentation from the disposal company indicating company policies and procedures regarding comingled and unsorted waste materials to include:
 - a. GC responsibilities on the project site.
 - b. Disposal company procedures for receiving, sorting, recycling, and disposing of comingled and unsorted waste material.

PART 2 – PRODUCTS – THIS SECTION NOT USED

PART 3 - EXECUTION

3.1. PLAN IMPLEMENTATION

- A. Implement the approved waste management plan. Provide adequate containers, storage space, signage, transportation and other items required to implement the plan during the execution of this contract.
- B. The GC and Waste Management Coordinator shall be responsible for monitoring and reporting the status of the Waste Management Plan and shall monitor the waste management practices on site as frequently as needed.
- C. Train all workers, sub-contractors, and suppliers on proper waste management procedures as appropriate for the work being conducted on the project site.
 - 1. Distribute the waste management plan to everyone concerned within seven (7) days of submittal approval.
 - 2. Distribute the waste management plan to new workers, sub-contractors, and suppliers when they first appear on the project site.
 - 3. Conduct additional training as needed during the execution of the contract to keep a positive focus on the waste management plan.
- D. Conduct waste management operations to ensure minimum interference with roads, streets, walkways, and other adjacent and used facilities.
 - 1. Designate and label specific areas on the project site necessary for separating materials to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with any specification or regulatory requirements pertaining to dust, dirt, environmental protection, and noise control.

3.2. HAZARDOUS AND TOXIC WASTE

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

3.3. GENERAL GUIDELINES FOR ALL WASTES

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

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

- A. The following guidelines is not a complete or all inclusive list and shall be adjusted as needed by the methods and procedures identified in the Waste Management Plan.
- B. Clean Wood Materials: Including but not limited framing cutoffs, wood sheathing or paneling materials, structural or engineered wood products, and pallets or crates. Clean Wood shall be free of paints, stains, oils, preservatives and other such contaminants.
 - 1. Useable pieces shall be sorted by type and dimension, bundled and transported off site by the GC or returned to the supplier.
 - 2. Non-useable pieces shall be palletized or containerized, transport to an authorized recycling facility.
 - 3. Clean, uncontaminated sawdust and wood shavings shall be bagged, transport to an authorized recycling facility.
- C. Metals: Sort metals by type as follows, this does not include piping:
 - 1. Architectural metals including but not limited to siding, soffit, and roofing panels shall be sorted by material, palletize or bundle as needed and transport to an authorized recycling facility.
 - 2. Structural steel, sort by size and type; palletize and transport to an authorized recycling facility.

3. Miscellaneous metals such as aluminum, brass, bronze, etc shall be sorted by type, containerized or palletized as necessary, transport to an authorized recycling facility.
- D. Packaging and shipping materials
 1. Cardboard boxes and containers: Breakdown all cardboard boxes and containers into flat sheets. Bundle and store in a dry location until transported for recycling.
 2. Pallets:
 - a. Whenever possible require deliveries using pallets to remove them from the project site.
 - b. Neatly stack pallets in preparation for reusing them or providing them to other companies for salvage or re-use.
 - c. Break down pallets into component wood pieces that comply with the requirements for recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 3. Crates: Break down crates into component wood pieces that comply with the requirements for recycling clean wood materials. Neatly stack or palletize pieces in preparation for transportation.
 4. Polystyrene Packaging: Separate and bag materials.
- E. Site-Clearing Waste: Sort all site waste by type.
 1. Only stockpile soils types and quantities required for re-use on the project site. All remaining quantities shall be transported off site to an authorized facility that receives such materials.
 2. Brush, branches, and trees with no marketable re-use shall be transported to facilities for chipping into mulch.
 3. Trees with a marketable re-use shall be salvaged and transported to facilities that specialize in processing trees for future use as wood products.

3.5. GUIDELINES FOR DISPOSAL OF WASTES

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

END OF SECTION