

Contract Routing Form

ROUTING: Routine

printed on: 03/06/2018

Contract between: Greener Valley Landscaping Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Monona Terrace Olin Terrace Rehabilitation

Contract No.: 8088
 Enactment No.: RES-18-00145
 Dollar Amount: 56,750.00

File No.: 50292
 Enactment Date: 03/02/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-6-18	3-6-18
Director of Civil Rights	3-7-18	3-8-18 ^{FNS}
Risk Manager	3-8-18	3/14/18 RN
Finance Director	3-14-18	3/16/18 mer
City Attorney	3-20-18	3-20-18
Mayor	03-21-18	03-21-18

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

Original + 2 Copies

03/06/2018 13:16:19 enjls - Jim Whitney 266-4563

Dis Rights: OK N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 56,750.00
 AA Plan: Exempt
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

[Sign In](#)

[Legislative Information Center Home](#) [Legislation](#) [Meetings](#) [Common Council](#)
[Boards, Commissions and Committees](#) [Members](#)

   [Share](#)  [RSS](#)  [Alerts](#)

[Details](#) [Reports](#)

File #:	50292	Version: 1	Name:	Awarding Public Works Contract No. 8088, Monona Terrace Olin Terrace Rehabilitation.
Type:	Resolution		Status:	Passed
File created:	1/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	2/27/2018		Final action:	2/27/2018
Enactment date:	3/2/2018		Enactment #:	RES-18-00145
Title:	Awarding Public Works Contract No. 8088, Monona Terrace Olin Terrace Rehabilitation.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8088.pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

The proposed resolution awards the contract for the Olin Terrace Rehabilitation project at the Monona Terrace at an estimated cost of \$61,290. The Monona Terrace's adopted 2018 Capital Budget includes \$65,000 of reauthorized GO Borrowing budget authority within the Building and Building Improvements program for this project (MUNIS 10011).

Title

Awarding Public Works Contract No. 8088, Monona Terrace Olin Terrace Rehabilitation.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8088) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8088
MONONA TERRACE OLIN TERRACE REHABILITATION

GREENER VALLEY LANDSCAPING, INC.

\$56,750.00

Acct. No. 10011-80-140:54255(98852)	\$56,750.00
Contingency 8%±	<u>4,540.00</u>
 GRAND TOTAL	 <u>\$61,290.00</u>

Jurisdiction: Wisconsin

Demographics

Company Name: Granite Re, Inc.
Short Name:
SBS Company Number: 54219575
NAIC CoCode: 26310
FEIN: 73-1282413
Domicile Type: Foreign
State of Domicile: Oklahoma
Country of Domicile: United States
NAIC Group Number: 7 - FEDERATED MUT GRP
Organization Type: Stock
Date of Incorporation: 11/13/1986
Merger Flag: No

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Statutory Home Office Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Main Administrative Office Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(405) 752-2600
Mailing Fax Phone	(405) 749-6800
Mailing Toll Free Phone	(800) 440-5953
Statutory Home Office Primary Phone	(405) 752-2600
Statutory Home Office Fax Phone	(405) 749-6800
Statutory Home Office Toll Free Phone	(800) 440-5953
Main Admin Office Primary Phone	(405) 752-2600
Main Admin Office Fax Phone	(405) 749-6800

© 2018 National Association of Insurance Commissioners. All rights reserved.



Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 11/14/2001
Effective Date: 11/14/2001
Legacy State ID: 111641
Issue Date: 11/14/2001
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	03/01/2018	03/15/2019
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	03/01/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

© 2018 National Association of Insurance Commissioners. All rights reserved.



Line of Business	Citation Type	Effective Date
Surety Insurance	Surety Insurance	11/14/2001

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$56,750.00
FILE

BID OF GREENER VALLEY LANDSCAPING, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE OLIN TERRACE REHABILITATION

CONTRACT NO. 8088

MUNIS NO. 10011

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 27, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 8088**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1
SECTION B: PROPOSAL SECTION..... B-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE)..... C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT.....E-1
SECTION F: BEST VALUE CONTRACTING..... F-1
SECTION G: BID BOND..... G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BOND.....I-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO.:	8088
BID BOND	5%
BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS (4:30 P.M.)	JANUARY 18, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 18, 2018
BID SUBMISSION (2:00 P.M.)	JANUARY 25, 2018
BID OPEN (2:30 P.M.)	JANUARY 25, 2018
PUBLISHED IN WSJ	JANUARY 4, 11 & 18, 2018

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS
If needed, Isthmus Architecture, Inc. and City Staff shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the Project Architect at Isthmus Architecture, Inc. and the City Project Manager. Responses that change the contract scope and/or schedule will be published by the City of Madison in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Monona Terrace Olin Terrace Rehabilitation, Contract 8088.
- The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 8088

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

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

SECTION 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This contract is to reconstruct and rehabilitate paver tiles on grade along Olin Terrace walkway at Monona Terrace Community & Convention Center located at 1 John Nolen Drive in Madison, Wisconsin. Remove and recycle existing paver tiles, recondition sand base coarse, and replace paver tiles with new tiles provided by Monona Terrace.

The construction work on-site along the Olin Terrace walkway needs to be completed by May 7, 2018 before the Madison Mini Maker Faire event at Monona Terrace that is scheduled on May 12, 2018.

Lands for work shall include all of the existing paver tile walkway on grade from Wilson Street to the edge of the pedestrian walkway bridge.

No tobacco product use is allowed on the Lands for Work.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

- The City Standard Specifications for Public Works Construction, 2017 Edition
- These Special Provisions including all plans and specifications as noted below.
- All Addenda to the bidding documents.

PLANS AND SPECIFICATIONS:

Bid Document Drawing Set dated 12/13/17

Bid Document Specification dated 12/13/17

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 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed.

SECTION 105.7 CONTRACT DOCUMENTS

The General 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 105.9 SURVEYS, POINTS, AND INSTRUCTIONS

The General Contractor is responsible for providing all survey, benchmarks, points, and elevations required for this project. City will provide corners and benchmark for verification purposes.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The General Contractor shall be responsible for the sequencing of the project.

The General Contractor shall coordinate building access, elevator access, and dumpster locations with Monona Terrace.

The Contractor shall review all other specifications within the construction documents for other requirements and coordination of work associated with this contract.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall follow these general guidelines while performing work associated with this contract:

- All damage, not consistent with requirements of the contract documents, to either building shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 108.2 PERMITS AND LICENSING

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

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received.

The Contractor shall work on-site and reach a level of construction completion on or before May 7, 2018.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN MAY 7, 2018.**

The Contractor shall have reached a level of Contract Closeout **NO LATER THAN MAY 31, 2018.**

The intent of the project is to have all work completed before the Madison Mini Maker Faire event at the Monona Terrace on May 12, 2018. In the event that the work as a whole cannot be completed by May 7, 2018, then schedule a time after the Madison Mini Maker Faire for the work to be completed in its entirety that is agreeable to Monona Terrace and fits within their summer calendar of events.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed agreed upon liquidated damages for failure to complete all work within the Contract Time shall be calculated in accordance with Article 109 of the Standard Specifications for Public Works Construction.

SECTION 110.2 PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in all of deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the Project Architect by email so we may properly log, track, and respond to all issues.

The Project Architect for this contract is:

Peter Rott, AIA
Isthmus Architecture, Inc.
PH: (608) 310-5362; Email: rott@is-arch.com

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

Jim Whitney
City of Madison
PH: (608) 266-4563; Email: jwhitney@cityofmadison.com



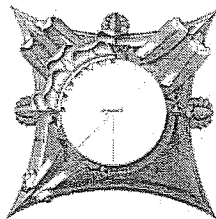
REHABILITATION OF OLIN TERRACE

City of Madison Project No. 10011
City of Madison Construction Contract No. 8088

PROJECT SPECIFICATIONS
12/03/2017

Prepared by

ISTHMUS
ARCHITECTURE, INC.



613 Williamson Street, Suite 203

Madison, WI 53703

(608) 294-0206

TABLE OF CONTENTS

1		
2		
3	DIVISION 1 - BIDDING AND CONTRACT REQUIREMENTS	Pages Thru
4	TITLE PAGE	1
5	TABLE OF CONTENTS	TC-2
6		
7	DIVISION 01 – GENERAL REQUIREMENTS	
8	01 10 00 Summary	01 10 00-3
9	01 50 00 Temporary Facilities and Controls	01 50 00-3
10	01 77 00 Closeout Procedures	01 77 00-5
11	01 78 23 Operation and Maintenance Data	01 78 23-2
12		
13	DIVISION 02 – EXISTING CONDITIONS	
14	02 41 16 Selective Demolition	02 41 16-4
15		
16	DIVISION 07 – THERMAL & MOISTURE PROTECTION	
17	07 92 00 Joint Sealants	07 92 00-4
18		
19	DIVISION 32 - EXTERIOR IMPROVEMENTS	
20	32 14 00 Unit Paving	32 14 00-3
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		

- 1 DRAWINGS - Bound Separately
- 2 Title
- 3
- 4 A1.0 Reference Plan
- 5 A2.0 Rehabilitation Details
- 6
- 7

1 SECTION 01 10 00

2 SUMMARY

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

- 5 A. Drawings and general provisions of the Contract, including General and Supplementary
6 Conditions and other Division 1 Specification Sections, apply to this Section.

7 1.2 SUMMARY

- 8 A. This Section includes the following:

- 9 1. Work covered by the Contract Documents.
10 2. Type of the Contract.
11 3. Work phases.
12 4. Owner-Direct Purchase.
13 5. Use of premises.
14 6. Work restrictions.
15 7. Specification formats and conventions.

16 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- 17 A. Project Identification: Olin Terrace Rehabilitation

- 18 1. Project Location: Monona Terrace, One John Nolen Dr., Madison, Wisconsin

- 19 B. Owner: City of Madison

- 20 C. Architect: Isthmus Architecture, Inc., 613 Williamson Street, Suite 203, Madison, WI 53703.

- 21 D. The Work consists of the following:

22 The Work includes the rehabilitation of existing hardscape and area drainage. Rehabilitation is
23 defined as the act of repairing the designated components of the existing hardscape while
24 maintaining the original design esthetic to restore the intended functionality in the least
25 invasive manner.

26 1.4 TYPE OF CONTRACT

- 27 1. Project will be constructed under one contract.

1 1.5 OWNER DIRECT PURCHASE

2 1. The City will direct-purchase all pavers.

3 1.6 USE OF PREMISES

4 A. General: Contractor shall have full use of premises for construction operations, including use of
5 Project site, during construction period. Contractor's use of premises is limited only by Owner's
6 right to perform work or to retain other contractors on portions of Project.

7 B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb
8 portions of Project site beyond areas in which the Work is indicated.

9 1. Limits: Confine constructions operations to the Contract limits indicated on Drawings.
10 Storage of materials, staging of construction operations or equipment on or in areas not in
11 the contract limit shall be approved by the owner.

12 2. Walkways and Entrances: Keep walkways and entrances serving premises clear and
13 open to public at all times. Do not use these areas for parking or storage of materials. Do
14 not disturb or restrict use of the public sidewalk.
15

16 a. Schedule deliveries to minimize use of driveways and entrances.
17 b. Schedule deliveries to minimize space and time requirements for storage of
18 materials and equipment on-site.

19 1.7 WORK RESTRICTIONS

20 A. On-Site Work Hours: Work shall be generally performed inside the existing building during
21 normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise
22 indicated.

23 1. Weekend Hours: Verify restrictions with Owner.
24 2. Early Morning Hours: Verify restrictions with Owner.
25 3. Hours for Utility Shutdowns: Verify restrictions with Owner and local utilities.

26 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or
27 others unless permitted under the following conditions and then only after arranging to provide
28 temporary utility services according to requirements indicated:

29 1. Notify Owner not less than five working days in advance of proposed utility
30 interruptions.
31 2. Do not proceed with utility interruptions without Owner's written permission.

32 1.8 SPECIFICATION FORMATS AND CONVENTIONS

33 A. Specification Format: The Project Specifications are organized into Divisions and Sections
34 using the 33-division format and CSI/CSC's "MasterFormat" numbering system.

- 1
2
3
4
5
6
7
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- 8
9
10
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 21
22
- 23
24
- C. Interpretation: In the event there is a difference between the specifications and the drawings, the more specific of documentation is to be followed.

25 PART 2 - PRODUCTS (Not Used)

26 PART 3 - EXECUTION (Not Used)

27
END OF SECTION

1 SECTION 01 50 00

2 TEMPORARY FACILITIES AND CONTROLS

3 PART 1 - GENERAL

4 1.1 SUMMARY

- 5 A. Section includes requirements for temporary security and protection facilities.

6 1.2 USE CHARGES

- 7 A. General: Installation and removal of and use charges for temporary facilities shall be included in
8 the Contract Sum unless otherwise indicated.
- 9 B. Electric Power Service from Existing System: Electric power from Owner's existing system is
10 available for use without metering and without payment of use charges. Provide connections
11 and extensions of services as required for construction operations.

12 1.3 SUBMITTALS

- 13 A. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA
14 Construction General Permit or authorities having jurisdiction, whichever is more stringent.

15 1.4 QUALITY ASSURANCE

- 16 A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary
17 electric service.
- 18 B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each
19 temporary utility before use. Obtain required certifications and permits.
- 20 C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural &
21 Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and
22 ICC/ANSI A117.1.

23 PART 2 - PRODUCTS

24 2.1 MATERIALS

- 25 A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick,
26 galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel
27 pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner

1 and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel
2 bases for supporting posts.

3 PART 3 - EXECUTION

4 3.1 SUPPORT FACILITIES INSTALLATION

5 A. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- 6 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
7 2. Maintain access for fire-fighting equipment and access to fire hydrants.

8 B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

9 C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

- 10 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
11 2. Temporary Signs: Provide other signs as indicated and as required to inform public and
12 individuals seeking entrance to Project.

13 a. Provide temporary, directional signs for construction personnel and visitors.

14 3. Maintain and touchup signs so they are legible at all times.

15 D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste
16 from construction operations. Comply with requirements of authorities having jurisdiction.

17 3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

18 A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and
19 other improvements at Project site and on adjacent properties, except those indicated to be
20 removed or altered. Repair damage to existing facilities.

21 B. Environmental Protection: Provide protection, operate temporary facilities, and conduct
22 construction as required to comply with environmental regulations and that minimize possible
23 air, waterway, and subsoil contamination or pollution or other undesirable effects.

24 C. Temporary Erosion and Sedimentation Control: Comply with authorities having jurisdiction.

25 D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and
26 discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent
27 properties and bicycle path, according to authorities having jurisdiction.

28 E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in
29 a manner that will prevent people and animals from easily entering site except by entrance
30 gates.

31 1. Extent of Fence: As required to enclose entire Project site or portion determined
32 sufficient to accommodate construction operations.

- 1 F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of
2 construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and
3 similar violations of security. Lock entrances at end of each work day.
- 4 G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having
5 jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- 6 3.3 OPERATION, TERMINATION, AND REMOVAL
- 7 A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and
8 abuse, limit availability of temporary facilities to essential and intended uses.
- 9 B. Maintenance: Maintain facilities in good operating condition until removal.
- 10 1. Maintain operation of temporary enclosures, heating, cooling, humidity control,
11 ventilation, and similar facilities on a 24-hour basis where required to achieve indicated
12 results and to avoid possibility of damage.
- 13 C. Temporary Facility Changeover: Do not change over from using temporary security and
14 protection facilities to permanent facilities until Substantial Completion.

15

END OF SECTION

1 SECTION 01 77 00

2 CLOSEOUT PROCEDURES

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section includes administrative and procedural requirements for contract closeout, including,
6 but not limited to, the following:

- 7 1. Substantial Completion procedures.
- 8 2. Final completion procedures.
- 9 3. Warranties.
- 10 4. Final cleaning.
- 11 5. Repair of the Work.

12 1.2 SUBMITTALS

- 13 A. Product Data: For cleaning agents.
- 14 B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- 15 C. Certified List of Incomplete Items: Final submittal at Final Completion.
- 16 D. Certificates of Release: From authorities having jurisdiction.
- 17 E. Certificate of Insurance: For continuing coverage.

18 1.3 MAINTENANCE MATERIAL SUBMITTALS

19 A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in
20 other Sections.

21 1.4 SUBSTANTIAL COMPLETION PROCEDURES

22 A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and
23 corrected (Contractor's punch list), indicating the value of each item on the list and reasons why
24 the Work is incomplete.

25 B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days
26 prior to requesting inspection for determining date of Substantial Completion. List items below
27 that are incomplete at time of request.

- 28 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction
29 permitting Owner unrestricted use of the Work and access to services and utilities.
30 Include occupancy permits, operating certificates, and similar releases.

- 1 2. Submit closeout submittals specified in other Division 01 Sections, including project
2 record documents, operation and maintenance manuals, final completion construction
3 photographic documentation, damage or settlement surveys, property surveys, and similar
4 final record information.
- 5 3. Submit closeout submittals specified in individual Sections, including specific warranties,
6 workmanship bonds, maintenance service agreements, final certifications, and similar
7 documents.
- 8 4. Submit maintenance material submittals specified in individual Sections, including tools,
9 spare parts, extra materials, and similar items, and deliver to location designated by
10 Architect/Engineer. Label with manufacturer's name and model number where
11 applicable.
- 12 a. Schedule of Maintenance Material Items: Prepare and submit schedule of
13 maintenance material submittal items, including name and quantity of each item
14 and name and number of related Specification Section.
- 15 5. Submit test/adjust/balance records.
- 16 6. Submit changeover information related to Owner's occupancy, use, operation, and
17 maintenance.
- 18 C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days
19 prior to requesting inspection for determining date of Substantial Completion. List items below
20 that are incomplete at time of request.
- 21 1. Advise Owner of pending insurance changeover requirements.
- 22 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's
23 personnel of changeover in security provisions.
- 24 3. Complete startup and testing of systems and equipment.
- 25 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
- 26 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
27 equipment, and systems. Submit demonstration and training video recordings specified in
28 Section 017900 "Demonstration and Training."
- 29 6. Advise Owner of changeover in heat and other utilities.
- 30 7. Participate with Owner in conducting inspection and walkthrough with local emergency
31 responders.
- 32 8. Terminate and remove temporary facilities from Project site, along with mockups,
33 construction tools, and similar elements.
- 34 9. Complete final cleaning requirements, including touchup painting.
- 35 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual
36 defects.
- 37 D. Inspection: Submit a written request for inspection to determine Substantial Completion a
38 minimum of 10 days prior to date the work will be completed and ready for final inspection and
39 tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify
40 Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial
41 Completion after inspection or will notify Contractor of items, either on Contractor's list or
42 additional items identified by Architect, that must be completed or corrected before certificate
43 will be issued.
- 44 1. Reinspection: Request reinspection when the Work identified in previous inspections as
45 incomplete is completed or corrected.
- 46 2. Results of completed inspection will form the basis of requirements for final completion.

1 1.5 FINAL COMPLETION PROCEDURES

2 A. Preliminary Procedures: Before requesting final inspection for determining final completion,
3 complete the following:

- 4 1. Submit a final Application for Payment according to Section 012900 "Payment
5 Procedures."
- 6 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial
7 Completion inspection list of items to be completed or corrected (punch list), endorsed
8 and dated by Architect. Certified copy of the list shall state that each item has been
9 completed or otherwise resolved for acceptance.
- 10 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage
11 complying with insurance requirements.
- 12 4. Submit pest-control final inspection report and warranty.
- 13 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
14 equipment, and systems.

15 B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of
16 request, Architect/Engineer will either proceed with inspection or notify Contractor of
17 unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection
18 or will notify Contractor of construction that must be completed or corrected before certificate
19 will be issued.

- 20 1. Reinspection: Request reinspection when the Work identified in previous inspections as
21 incomplete is completed or corrected.

22 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

23 A. Organization of List: Include name and identification of each space and area affected by
24 construction operations for incomplete items and items needing correction including, if
25 necessary, areas disturbed by Contractor that are outside the limits of construction.

- 26 1. Organize list of spaces in sequential order, starting with exterior areas first and
27 proceeding from lowest floor to highest floor.
- 28 2. Organize items applying to each space by major element, including categories for ceiling,
29 individual walls, floors, equipment, and building systems.
- 30 3. Submit list of incomplete items in the following format:
 - 31 a. MS Excel electronic file. Architect will return annotated copy. (or)
 - 32 b. PDF electronic file. Architect will return annotated copy.

34 1.7 SUBMITTAL OF PROJECT WARRANTIES

35 A. Time of Submittal: Submit written warranties on request of Architect for designated portions of
36 the Work where commencement of warranties other than date of Substantial Completion is
37 indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

38 B. Organize warranty documents into an orderly sequence based on the table of contents of the
39 Project Manual.

- 1 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders,
2 thickness as necessary to accommodate contents, and sized to receive letter-size paper.
 - 3 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark
4 tab to identify the product or installation. Provide a typed description of the product or
5 installation, including the name of the product and the name, address, and telephone
6 number of Installer.
 - 7 3. Identify each binder on the front and spine with the typed or printed title
8 "WARRANTIES," Project name, and name of Contractor.
 - 9 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty
10 and bond submittal package into a single indexed electronic PDF file with links enabling
11 navigation to each item. Provide bookmarked table of contents at beginning of document.
- 12 C. Provide additional copies of each warranty to include in operation and maintenance manuals.

13 PART 2 - PRODUCTS

14 2.1 MATERIALS

- 15 A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or
16 fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous
17 to health or property or that might damage finished surfaces.
- 18 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not
19 applicable, use products that comply with the California Code of Regulations maximum
20 allowable VOC levels.

21 PART 3 - EXECUTION

22 3.1 FINAL CLEANING

- 23 A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply
24 with local laws and ordinances and Federal and local environmental and antipollution
25 regulations.
- 26 B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each
27 surface or unit to condition expected in an average commercial building cleaning and
28 maintenance program. Comply with manufacturer's written instructions.
- 29 1. Complete the following cleaning operations before requesting inspection for certification
30 of Substantial Completion for entire Project or for a designated portion of Project:
 - 31 a. Clean Project site, yard, and grounds, in areas disturbed by construction activities,
32 including landscape development areas, of rubbish, waste material, litter, and other
33 foreign substances.
 - 34 b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other
35 foreign deposits.
 - 36 c. Rake grounds that are neither planted nor paved to a smooth, even-textured
37 surface.

- 1 d. Remove tools, construction equipment, machinery, and surplus material from
- 2 Project site.
- 3 e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of
- 4 stains, films, and similar foreign substances. Avoid disturbing natural weathering
- 5 of exterior surfaces. Restore reflective surfaces to their original condition.
- 6 f. Remove debris and surface dust from limited access spaces, including shafts,
- 7 trenches, equipment vaults, manholes, planters and similar spaces.
- 8 g. Remove labels that are not permanent.
- 9 h. Leave Project clean and ready for occupancy.

10 3.2 REPAIR OF THE WORK

11 A. Complete repair and restoration operations before requesting inspection for determination of

12 Substantial Completion.

13 B. Repair or remove and replace defective construction. Repairing includes replacing defective

14 parts, refinishing damaged surfaces, touching up with matching materials, and properly

15 adjusting operating equipment. Where damaged or worn items cannot be repaired or restored,

16 provide replacements. Remove and replace operating components that cannot be repaired.

17 Restore damaged construction and permanent facilities used during construction to specified

18 condition.

19 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other

20 damaged transparent materials.

21 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces.

22 Replace finishes and surfaces that already show evidence of repair or restoration.

23 a. Do not paint over "UL" and other required labels and identification, including

24 mechanical and electrical nameplates. Remove paint applied to required labels and

25 identification.

26 3. Replace parts subject to operating conditions during construction that may impede

27 operation or reduce longevity.

28 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and

29 noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for

30 new fixtures.

31 END OF SECTION

1 SECTION 01 78 23

2 OPERATION AND MAINTENANCE DATA

3 PART 1 - GENERAL

4 1.1 RELATED DOCUMENTS

- 5 A. Drawings and general provisions of the Contract, including General and Supplementary
6 Conditions and other Division 01 Specification Sections, apply to this Section.

7 1.2 SUMMARY

- 8 A. Section includes administrative and procedural requirements for preparing maintenance
9 manuals, including the following:

- 10 1. Product maintenance manuals.

11 1.3 CLOSEOUT SUBMITTAL

- 12 A. Manual Content: Maintenance manual content is specified in individual Specification Sections
13 to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and
14 organized as required by this Section.

- 15 B. Format: Submit maintenance data in the following format:

- 16 1. Full size hard copies, one each, for Owner and Architect.

17 PART 2 - PRODUCTS

18 2.1 PRODUCT MAINTENANCE MANUALS

- 19 A. Content: Organize manual into a separate section for each product, material, and finish. Include
20 source information, product information, maintenance procedures, repair materials and sources,
21 and warranties and bonds, as described below.

- 22 B. Source Information: List each product included in manual, identified by product name and
23 arranged to match manual's table of contents. For each product, list name, address, and
24 telephone number of Installer or supplier and maintenance service agent, and cross-reference
25 Specification Section number and title in Project Manual and drawing or schedule designation
26 or identifier where applicable.

- 27 C. Product Information: Include the following, as applicable:

- 28 1. Product name and model number.
29 2. Manufacturer's name.

- 1 3. Color, pattern, and texture.
- 2 4. Material and chemical composition.
- 3 5. Reordering information for specially manufactured products.

- 4 D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 5 1. Inspection procedures.
 - 6 2. Types of cleaning agents to be used and methods of cleaning.
 - 7 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 8 4. Schedule for routine cleaning and maintenance.
 - 9 5. Repair instructions.

- 10 E. Repair Materials and Sources: Include lists of materials and local sources of materials and
11 related services.

12 PART 3 - EXECUTION

13 3.1 MANUAL PREPARATION

- 14 A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and
15 maintenance of each product, material, and finish incorporated into the Work.

16 END OF SECTION
17

1 SECTION 02 41 16

2 SELECTIVE DEMOLITION

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section Includes:

- 6 1. Demolition and removal of concrete paving.
7 2. Maintaining in-place below-grade construction.
8 3. Disconnecting, capping or sealing site utilities.
9 4. Recycle requirements.

10 1.2 SUBMITTALS

11 A. Proposed Protection Measures: Submit informational report that indicates the measures
12 proposed for protecting individuals and property, for dust control and for noise control. Indicate
13 proposed locations and construction of barriers.

14 B. Schedule of structure and equipment demolition with starting and ending dates for each activity.

15 C. LEED Submittals: Submit Construction Waste Management Plan for Credit MR-2. Provide
16 documentation in support of credit that shall include a spreadsheet containing the following
17 content:

- 18 1. Diverted materials description
19 2. Diverted materials/waste hauler name
20 3. Date of each haul
21 4. Quantity of each haul

22 In addition, provide copies of recycling vendor and waste hauler tipping receipts.

23 1.3 QUALITY ASSURANCE

24 A. Regulatory Requirements: Comply with governing EPA notification regulations before
25 beginning demolition. Comply with hauling and disposal regulations of authorities having
26 jurisdiction.

27 B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

28 C. Pre-demolition Conference: Conduct conference at Project site.

29 1.4 PROJECT CONDITIONS

30 A. Structures and equipment to be disconnected before start of the Work.

- 31 B. Pedestrian access immediately adjacent to demolition area will remain open to the public.
- 32 C. Owner assumes no responsibility for elements to be demolished.
- 33 1. Conditions existing at time of inspection for bidding purpose will be maintained by
34 Owner as far as practical.
- 35 D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the
36 Work.
- 37 E. On-site storage or sale of removed items or materials is not permitted.

38 PART 2 - PRODUCTS

- 39 2.1 SOIL MATERIALS – Not used

40 PART 3 - EXECUTION

41 3.1 EXAMINATION

- 42 A. Verify that utilities have been disconnected and capped before starting demolition operations.
- 43 B. Inventory and record the condition of items to be removed and salvaged.
- 44 C. Perform an engineering survey of condition of structure to determine whether removing any
45 element might result in structural deficiency or unplanned collapse of any portion of structure
46 during building demolition operations.

47 3.2 PREPARATION

- 48 A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving
49 buildings and structures to be demolished.
- 50 1. Arrange to shut off indicated utilities with utility companies.
- 51 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied
52 buildings, then provide temporary utilities that bypass buildings and structures to be
53 demolished and that maintain continuity of service to other buildings and structures.
- 54 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or
55 plug and seal remaining portion of pipe or conduit after bypassing according to
56 requirements of authorities having jurisdiction.
- 57 4. Do not start demolition work until utility disconnecting and sealing have been completed.
- 58 B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural
59 support to preserve stability and prevent unexpected movement or collapse of construction
60 being demolished.

- 61 3.3 PROTECTION
- 62 A. Existing Facilities: Protect adjacent public bicycle path and adjacent signage during demolition
63 operations. Maintain bicycle path no exceptions.
- 64 B. Existing Utilities: Maintain utility services to remain and protect from damage during
65 demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating
66 facilities unless authorized in writing by Owner and authorities having jurisdiction.
- 67 C. Temporary Protection: As required in Section 01 50 00 – Temporary Facilities and Controls.
- 68 3.4 DEMOLITION
- 69 A. General: Demolish indicated buildings and noted site improvements completely. Use methods
70 required to complete the Work within limitations of governing regulations.
- 71 1. Locate demolition equipment and remove debris and materials so as not to impose
72 excessive loads on supporting walls, paving and landscape areas.
- 73 B. Site Access and Temporary Controls: Conduct building demolition and debris-removal
74 operations to ensure minimum interference with roads, streets, walks, walkways, and other
75 adjacent occupied and used facilities.
- 76 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used
77 facilities without permission from Owner and authorities having jurisdiction. Provide
78 alternate routes around closed or obstructed traffic ways if required by authorities having
79 jurisdiction.
- 80 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with
81 governing environmental-protection regulations.
- 82 C. Explosives: Use of explosives is not permitted.
- 83 D. Proceed with demolition of structural framing members systematically, from higher to lower
84 level. Complete building demolition operations above each floor or tier before disturbing
85 supporting members on the next lower level.
- 86 E. Salvage foundation walls and other below-grade construction within footprint of new
87 construction.
- 88 F. Existing Utilities: Terminate existing utilities and below-grade utility structures within 5 feet
89 (1.5 m) outside footprint indicated for new construction.
- 90 G. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free
91 from irregular surface changes. Provide a smooth transition between adjacent existing grades
92 and new grades.
- 93 H. Promptly repair damage to adjacent buildings caused by demolition operations.
- 94 3.5 RECYCLE RE-USE PLAN
- 95 A. The recycling plan shall be as follows:

96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114

- 1) **Mixed Loads of Construction and Demolition Debris:** The plan will clearly describe the amount and types of mixed debris to be removed per law.
- 2) **Concrete/Asphalt Recycling;** The existing concrete paver tiles that are designated on the drawings will be demolished.

Asphalt and concrete recyclers: Wingra Stone (608-271-5555), Speedway Sand and Gravel (836-1071), Mandt Sandfill (608-835-3630) or Northwestern Stone (608-836-1701).
Asphalt Recyclers: DRS (836-6667) and Payne and Dolan (845-8900).
- 3) **Compliance Report:**
Contractor shall submit, within 60 days of the completion of the demolition project, a compliance report including information on the material that was reused and the volume of material that was recycled and landfilled. Substantiating documentation on where recycled material was sent will be included in the form of sending copies or receipts and/or weight tickets.

115 3.6 CLEANING

- 116 A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-
117 approved landfill acceptable to authorities having jurisdiction.
- 118 B. Do not burn demolished materials.
- 119 C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building
120 demolition operations. Return adjacent areas to condition existing before building demolition
121 operations began.

122 **END OF SECTION**

1 SECTION 07 92 00

2 JOINT SEALANTS

3 PART 1 - GENERAL

4 1.1 SUMMARY

- 5 A. Section Includes:
6 1. Urethane joint sealants.

7 1.2 PREINSTALLATION MEETINGS

- 8 A. Pre-installation Conference: Conduct conference at Project site.

9 1.3 SUBMITTALS

- 10 A. Product Data: For each joint-sealant product.
11 B. Samples: For each kind and color of joint sealant required.
12 C. Joint-Sealant Schedule: Include the following information:
13 1. Joint-sealant application, joint location, and designation.
14 2. Joint-sealant manufacturer and product name.
15 3. Joint-sealant formulation.
16 4. Joint-sealant color.

- 17 D. Product test reports.
18 E. Preconstruction laboratory test reports.
19 F. Preconstruction field-adhesion-test reports.
20 G. Field-adhesion-test reports.
21 H. Sample warranties.

22 1.4 QUALITY ASSURANCE

- 23 A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing
24 indicated.

1 1.5 PRECONSTRUCTION TESTING

2 A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated
3 below, samples of materials that will contact or affect joint sealants.

4 1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific
5 joint preparation techniques are required to obtain rapid, optimum adhesion of joint
6 sealants to joint substrates.

7 2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in
8 contact with glazing and gasket materials.

9 3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact
10 with masonry or concrete substrates.

11 B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to
12 Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint
13 Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in
14 ASTM C 1521.

15 1.6 WARRANTY

16 A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not
17 comply with performance and other requirements specified in this Section within specified
18 warranty period.

19 1. Warranty Period: Two years from date of Substantial Completion.

20 B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or
21 replace those joint sealants that do not comply with performance and other requirements
22 specified in this Section within specified warranty period.

23 1. Warranty Period: Five years from date of Substantial Completion.

24 PART 2 - PRODUCTS

25 2.1 JOINT SEALANTS, GENERAL

26 A. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing
27 system shall comply with the following:

28 1. Sealants shall have a VOC content of 250 g/L or less.

29 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of
30 250 g/L or less.

31 B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

1 2.2 URETHANE JOINT SEALANTS

2 A. Urethane, S, NS, 25, NT: Single-component, non-sag, plus 25 percent and minus 25 percent
3 movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25,
4 Use NT.

5 1. Products: Subject to compliance with requirements, provide one of the following:

- 6 a. BASF Construction Chemicals, LLC, Building Systems; Sonalastic TX1.
- 7 b. Pecora Corporation; Dynatrol I-XL.
- 8 c. Polymeric Systems, Inc.; Flexiprene 1000.
- 9 d. Sika Corporation U.S.; Sikaflex Textured Sealant.
- 10 e. Tremco Incorporated; Dymonic.

11 2.3 JOINT-SEALANT BACKING

12 A. Cylindrical Sealant Backings: ASTM C 1330, [**Type C (closed-cell material with a surface**
13 **skin)**] [**Type O (open-cell material)**] [**Type B (bicellular material with a surface skin)**] [**or**
14 **any of the preceding types, as approved in writing by joint-sealant manufacturer for joint**
15 **application indicated**], and of size and density to control sealant depth and otherwise,
16 contribute to producing optimum sealant performance.

17 1. Products: Subject to compliance with requirements, provide one of the following:

- 18 a. BASF Construction Chemicals, LLC, Building Systems.
- 19 b. Construction Foam Products, a division of Nomaco, Inc.

20 B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant
21 manufacturer.

22 2.4 MISCELLANEOUS MATERIALS

23 A. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants
24 and sealant backing materials.

25 B. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces
26 adjacent to joints.

27 PART 3 - EXECUTION

28 3.1 PREPARATION

29 A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to
30 comply with joint-sealant manufacturer's written instructions and the following requirements:

- 31 1. Remove laitance and form-release agents from concrete.
- 32 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do
33 not stain, harm substrates, or leave residues capable of interfering with adhesion.

1 B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as
2 indicated by preconstruction joint-sealant-substrate tests or prior experience.

3 C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with
4 adjoining surfaces.

5 3.2 INSTALLATION OF JOINT SEALANTS

6 A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation
7 instructions for products and applications indicated, unless more stringent requirements apply.

8 B. Install sealant backings of kind indicated to support sealants during application and at position
9 required to produce cross-sectional shapes and depths of installed sealants relative to joint
10 widths that allow optimum sealant movement capability.

11 C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants
12 and backs of joints.

13 D. Install sealants using proven techniques that comply with the following and at the same time
14 backings are installed:

- 15 1. Place sealants so they directly contact and fully wet joint substrates.
- 16 2. Completely fill recesses in each joint configuration.
- 17 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow
18 optimum sealant movement capability.

19 E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or
20 curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use
21 tooling agents that are approved in writing by sealant manufacturer and that do not discolor
22 sealants or adjacent surfaces.

- 23 1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

24 END OF SECTION

1 SECTION 32 14 00

2 UNIT PAVING

3 PART 1 - GENERAL

4 1.1 SUMMARY

5 A. Section Includes:

- 6 1. Concrete pavers set in aggregate setting beds.

7 1.2 ACTION SUBMITTALS

8 A. Product Data: For materials other than water and aggregates.

9 B. LEED Submittals:

- 10 1. Product Certificates for Credit MR 5: For products and materials required to comply with
11 requirements for regional materials, certificates indicating location of material
12 manufacturer and point of extraction, harvest, or recovery for each raw material. Include
13 statement indicating distance to Project, cost for each regional material, and fraction by
14 weight that is considered regional.

15 C. Samples for unit pavers and accessories.

16 D. Samples of limestone screenings.

17 1.3 PROJECT CONDITIONS

18 A. Cold-Weather Protection: Do not use frozen materials or build on frozen sub-grade or setting
19 beds.

20 PART 2 - PRODUCTS

21 2.1 CONCRETE PAVERS – Owner Furnished Contractor Installed

22 A. Regional Materials: Provide concrete pavers that have been manufactured within 500 miles (800
23 km) of Project site from aggregates and cement that have been extracted, harvested, or
24 recovered, as well as manufactured, within 500 miles (800 km) of Project site.

25 B. Concrete Pavers: Solid paving units complying with ASTM C 1491, made from lightweight
26 concrete.

- 27 1. Manufacturer/ Product:

- 1 a. Wausau Tile, Inc. / Tectura Designs, Wausau Pavers, Granitex
2 <http://www.tecturadesigns.com>
3 <http://www.wausaumade.com>
4 2. Thickness: 2-3/8" inches.
5 3. Face Size and Shape: 12 inches (305 mm) square and 24 inches square (610 mm) as
6 indicated on Drawings.
7 4. Color: Match existing.

8 2.2 AGGREGATE SETTING-BED MATERIALS

- 9 A. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D 448 for
10 Size No. 8, base material requirements in Section 31 20 00 "Earth Moving" for base course.
11 B. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with
12 gradation requirements in ASTM C 33 for fine aggregate.
13 C. Leveling course over existing bedding sand: Traffic bond / limestone screenings.
14 D. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing
15 No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
16 E. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in
17 granular, liquid, or wettable powder form.

18 PART 3 - EXECUTION

19 3.1 INSTALLATION, GENERAL

- 20 A. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors
21 and textures.
22 B. Cut unit pavers with motor-driven masonry saw equipment to provide pattern indicated and to
23 fit adjoining work neatly. Use full units without cutting where possible.
24 1. For concrete pavers, a block splitter may be used.
25 C. Joint Pattern: Match existing.
26 D. Tolerances: Do not exceed 1/16-inch (1.6-mm) unit-to-unit offset from flush (lippage) nor 1/8
27 inch in 24 inches (3 mm in 600 mm) and 1/4 inch in 10 feet (6 mm in 3 m) from level, or
28 indicated slope, for finished surface of paving.
29 E. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths
30 indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise
31 indicated; where unfilled joints are indicated, provide temporary filler until paver installation is

1 complete. Install joint filler before setting pavers. Sealant materials and installation are specified
2 in Section 079200 "Joint Sealants."

3 F. Reuse existing edge restraint (concrete curb).

4 3.2 AGGREGATE SETTING-BED APPLICATIONS

5 A. Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density.

6 B. Place aggregate base, compact by tamping with plate vibrator, and screed to depth indicated.

7 C. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12
8 inches (300 mm).

9 D. Place leveling course and screed to a thickness of 1-1/2 inches (25 to 38 mm), taking care that
10 moisture content remains constant and density is loose and uniform until pavers are set and
11 compacted.

12 E. Treat leveling course with herbicide to inhibit growth of grass and weeds.

13 F. Set pavers with a minimum joint width of 1/16 inch (1.5 mm) and a maximum of 1/8 inch (3
14 mm), being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand
15 tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that
16 exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.

17 G. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to
18 5000-lbf (16- to 22-kN) compaction force at 80 to 90 Hz.

19 H. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate
20 pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight
21 surplus of sand on the surface for joint filling.

22 **END OF SECTION**

SECTION E: BIDDERS ACKNOWLEDGEMENT

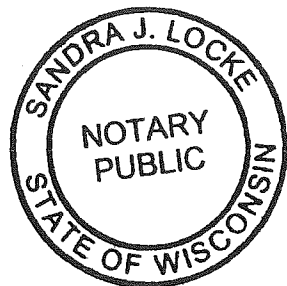
**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 8088**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 0 through 8 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Greener Valley Landscaping Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Jennifer Wally
SIGNATURE
VP
TITLE, IF ANY

Sworn and subscribed to before me this
25th day of January, 2018.
Sandra J. Locke
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 9/20/21
Bidders shall not add any conditions or qualifying statements to this Proposal.



SECTION F: BEST VALUE CONTRACTING

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 8088

Best Value Contracting

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

~~None~~ *Landsoefer*

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

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

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

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

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 8088**

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

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

SECTION B - PROPOSAL PAGE

Monona Terrace Olin Terrace Rehabilitation

MUNIS NO. 10011 - CONTRACT NO. 8088

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90001	Base Bid	1.00	Lump Sum	\$ 56,750. ⁰⁰

Greener Valley Landscaping Inc.
FIRM NAME

1/25/18
DATE

Jennifer Valley
BIDDER'S PRINTED NAME

Jennifer Valley
BIDDER'S SIGNATURE

SECTION G: BID BOND

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

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

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 8088

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

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

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



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

Seal PRINCIPAL

Greener Valley Landscaping, Inc.

Name of Principal

By Jennifer Valley

Jennifer Valley VP
Name and Title

1/25/18
Date

Seal SURETY

Granite Re. Inc.

Name of Surety

By Connie Smith

Connie Smith, Attorney-in-Fact

Name and Title

January 24, 2018
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2018, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

January 24, 2018
Date

Connie Smith
Agent Signature

P.O. Box 465
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

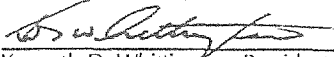
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

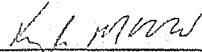
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President




Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013252





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

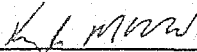
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

24th day of January, 2018





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 28 day of February in the year Two Thousand and Eighteen between GREENER VALLEY LANDSCAPING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 27, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

MONONA TERRACE OLIN TERRACE REHABILITATION CONTRACT NO. 8088

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$56,750.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 8088**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

[Signature]
Witness _____ Date _____
[Signature]
Witness _____ Date _____

GREENER VALLEY LANDSCAPING, INC.

Company Name
B-VJ 2/8/18
President _____ Date _____
[Signature] 2/28/18
Secretary _____ Date _____

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director
Signed this 21 day of March, 2018
[Signature]
Witness _____
[Signature]
Witness _____

[Signature]
City Attorney
[Signature] 21 March 2018
Mayor _____ Date _____
[Signature] 3-6-2018
City Clerk _____ Date _____

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GREENER VALLEY LANDSCAPING, INC. as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$56,750.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**MONONA TERRACE OLIN TERRACE REHABILITATION
CONTRACT NO. 8088**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 28th day of February, 2018

Countersigned:

[Signature]
Witness

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

GREENER VALLEY LANDSCAPING, INC.
Company Name (Principal)
[Signature]
President Seal

Granite Re, Inc.
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact **Connie Smith**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

02/28/2018
Date

[Signature]
Agent Signature **Connie Smith**

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

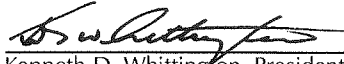
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

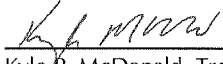
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





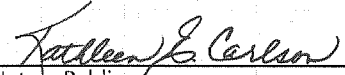
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

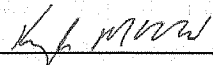
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of Feb, 2017.





Kyle P. McDonald, Secretary/Treasurer