

Contract Routing Form

printed on: 07/29/2021

ROUTING: Urgent Rush

Contract between: Joe Daniels Construction Co. Inc  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Madison Fire Station 05 Wall Removal and Improvements

Contract No.: 9042 File No.: 66097  
 Enactment No.: RES-21-00495 Enactment Date: 07/20/2021  
 Dollar Amount: 30,212.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7-29-21	7-29-21
Director of Civil Rights	07/29/2021	07/29/2021
Risk Manager	7/29/2021	7/29/2021 REN
Finance Director	7/29/2021	7/29/2021
City Attorney	7/29/2021	7/29/2021
Mayor	7/30/2021	7/30/2021

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

Original + 2 Copies

07/29/2021 08:07:02 enjls - Laura Amundson 243-5892



Legislation Details (With Text)

**File #:** 66097      **Version:** 1      **Name:** Awarding Public Works Contract No. 9042, Madison Fire Station 05 Wall Removal & Improvements.  
**Type:** Resolution      **Status:** Passed  
**File created:** 6/21/2021      **In control:** Engineering Division  
**On agenda:** 7/20/2021      **Final action:** 7/20/2021  
**Enactment date:** 7/26/2021      **Enactment #:** RES-21-00495  
**Title:** Awarding Public Works Contract No. 9042, Madison Fire Station 05 Wall Removal & Improvements. (3rd AD)  
**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 9042BidOpeningTab.pdf, 2. 9042 contract.pdf

Date	Ver.	Action By	Action	Result
7/20/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
7/7/2021	1	BOARD OF PUBLIC WORKS		
6/21/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for Madison Fire Station 05 Wall Removal & Improvements at a total estimated cost of \$32,630 including contingency. Funding is available in MUNIS account 13132-401-200. No additional appropriation is required.

Awarding Public Works Contract No. 9042, Madison Fire Station 05 Wall Removal & Improvements. (3rd AD)  
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 bidder 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. 9042) for itemization of bids.

*CDO*  
7-28-21

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9042  
MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS

JOE DANIELS CONSTRUCTION CO., INC.

\$ 30,212.00

Acct. No. 13132-401-200: 54250 (98852)  
Contingency 8%±

\$ 30,212.00  
2,418.00

GRAND TOTAL

\$ 32,630.00



**Wisconsin**  
State Based Systems

### Demographics

<b>Company Name:</b> Cincinnati Insurance Company, The	<b>NAIC CoCode:</b> 10677	<b>Short Name:</b>
<b>SBS Company Number:</b> 54220104	<b>State of Domicile:</b> Ohio	<b>FEIN:</b> 31-0542366
<b>Domicile Type:</b> Foreign	<b>Organization Type:</b> Stock	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b> 244 - CINCINNATI FIN GRP		<b>Date of Incorporation:</b> 08/02/1950
<b>Merger Flag:</b> No		

### Address

<b>Business Address</b> 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	<b>Mailing Address</b> PO BOX 145496 CINCINNATI, OH 45250-5496 United States	<b>Statutory Home Office Address</b> 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	<b>Main Administrative Office Address</b> 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States
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### Phone, Email, Website

<b>Phone</b>	<b>Email</b>	<b>Website</b>						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(513) 603-5500</td> </tr> <tr> <td>Business Primary Phone</td> <td>(513) 870-2000</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(513) 603-5500	Business Primary Phone	(513) 870-2000	No results found.	No results found.
Type	Number							
Fax Phone	(513) 603-5500							
Business Primary Phone	(513) 870-2000							

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 10/01/1974
<b>Status:</b> Active	<b>Legacy State ID:</b> 112170	<b>Expiration Date:</b>
<b>Effective Date:</b> 10/01/1974	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 10/01/1974	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Show  entries Showing 1 to 2 of 3435 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	02/22/2021	03/15/2022
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	02/22/2021	03/15/2022

### Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/01/1974
Automobile	Automobile	10/01/1974
Disability Insurance	Disability Insurance	10/01/1974
Fidelity Insurance	Fidelity Insurance	10/01/1974
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/01/1974
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/01/1974
Miscellaneous	Miscellaneous	10/01/1974
Ocean Marine Insurance	Ocean Marine Insurance	10/01/1974
Surety Insurance	Surety Insurance	10/01/1974
Workers Compensation Insurance	Workers Compensation Insurance	10/01/1974

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		MICHAEL MURRAY			Other KASDORF LEWIS & SWIETLIK SC 1 PARK PLZ 11270 W PARK PL 5TH FL MILWAUKEE, WI United States County 53224

### Company Merger

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No results found.

### Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

\$30,212.00  
FILE COPY

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS

CONTRACT NO. 9042

MUNIS NO. 13132

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 20, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS  
CONTRACT NO. 9042**

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This Proposal, and Agreement have  
been prepared by:

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

*Christy Bachmann* for:  
Robert F. Phillips, P.E., City Engineer

RFP: la

## 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:	MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS
CONTRACT NO.:	9042
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY, MAY 27, 2021
PRE-BID MEETING/ WALK-THRU	TUESDAY, MAY 18, 2021 @ 9:30 A.M.
BID SUBMISSION (2:00 P.M.)	THURSDAY, JUNE 3, 2021
BID OPEN (2:30 P.M.)	THURSDAY, JUNE 3, 2021
PUBLISHED IN WSJ	MAY 6,13, 20 & 27, 2021

**PRE-BID MEETING / WALK THROUGH:** One pre-bid walk-thru will be conducted on Tuesday, May 18, 2021 at 9:30 a.m. at the project location: Fire Station 05 located at 4418 Cottage Grove Rd., Madison WI. Each contractor is limited to two (2) attendees and all attendees will be asked to wear masks and observe social distancing. All bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Staff from MFD and the City Project Manager will be on hand to answers questions related to the plans. Questions will be answered in written format via addendum.

#### **BIDDER QUESTIONS and CLARIFICATIONS:**

If needed, City Staff shall publish addenda to respond to any questions, or clarifications.

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. Responses that change the contract scope and/or schedule will be published by the CPM 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 shall be sent via email, reference Contract 9042.

**The deadline for receiving all questions and clarifications, shall be 5:00 p.m. on Thursday, May 27, 2021.** No additional questions or clarifications will be received after this deadline. All responses shall be published in the form of an addendum. The last addenda (if needed) will be published on or about 12:00 p.m. Tuesday, June 01, 2020 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all Contractors that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

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

**BIDS TO BE SUBMITTED:** Bids may be submitted on line at [www.bidexpress.com](http://www.bidexpress.com), or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.



## STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address

of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8  State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS CONTRACT NO. 9042

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

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

#### SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, July 08, 2021**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, July 07, 2021.

#### SECTION 104 SCOPE OF WORK

This contract is for the interior wall removal and improvements for the Madison Fire Department, Fire Station 05, located at 4418 Cottage Grove Road, Madison WI. This contract shall be for all of the work described in these documents including but not limited to the demolition of an interior wall, removal and replacement of the countertop and cabinets, removal and replacement of an existing interior window, repair of the existing walls where the existing demo'd wall intersects, rework and partial replacement of the acoustical ceiling grid, replacement of the flooring, patching and painting of existing painted walls and door frames and related relocation of electrical, HVAC and fire alarm systems.

#### SECTION 104.1 LANDS FOR WORK

Demolition and Construction activities shall be limited to Madison Fire Station 05 located at 4418 Cottage Grove Road in Madison, WI. Limited on-site vehicle parking is available for contractor use. An on-site restroom is available for contractor use. The contractor shall coordinate building access and dumpster location with the City project manager and City of Madison Fire. No tobacco product is allowed on the Lands for Work. Work shall be performed between the hours of 7:15 a.m. to 5:00 p.m.

#### SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

1. The City Standard Specifications for Public Works Construction, 2021 Edition  
<http://www.cityofmadison.com/business/pw/specs.cfm>
2. These Special Provisions including all plans and specifications as noted by the exhibits listed below.
3. All Addenda to the bidding documents.
4. Any supplemental instructions, details, or specifications issued during the course of the contract.

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

1. Exhibit A: 9042 Plans, dated May 06, 2021 (4) sheets 24"x36"

2. Exhibit B: 9042 Specifications, dated May 06, 2021
3. Exhibit C: 9042 Checklist for Public Works Bid Submittal
4. Exhibit D: 9042 COVID Standards

**SECTION 104.10      CLEANING UP**

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

**SECTION 104.11      FINAL CLEANUP**

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

1. All scraps, containers, and un-useable remnants have been properly recycled/disposed of.
2. All attic stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

**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 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 City Project Manager in writing and request clarification on how to proceed.

If a conflict exists within the specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

**SECTION 105.7      CONTRACT DOCUMENTS**

The Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Subcontractors.

**SECTION 105.12      COOPERATION BY THE CONTRACTOR**

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

The Contractor shall coordinate with the owner, the availability of the area requiring demolition and sequence work accordingly and coordinate with all trades.

The Contractor acknowledges that the fire station is an occupied living facility and functioning fire facility. Work of this contract will not interfere with any living and emergency procedures in the facility.

**SECTION 105.16      GUARANTEE**

The contractor shall guarantee the workmanship of installation of materials, and repairs, for a period of one (1) year after completion of this contract.

**SECTION 107.2      PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work, including existing walkways from the designated building entrance to the construction area, which shall remain free of dirt, mud, snow, spills, splatters and physical damage.

**SECTION 108.2      PERMITS AND LICENSING**

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

A City of Madison Building Permit has been secured by the City. The City's obtaining of this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain all other permits needed for construction.

Contractor is responsible for coordinating all inspections related to all permits and licenses. Re-inspection fees associated with non-complaint or incomplete work shall be the responsibility of the Contractor.

**SECTION 109.7      TIME OF COMPLETION**

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the Start Work letter shall be issued on or about August 02, 2021.

The contract, including punch list completion shall be COMPLETED NO LATER THAN September 15, 2021.

**NON STANDARD BID ITEMS**

**BID ITEM 90001 – BASE BID**

**DESCRIPTION:** The BASE BID shall include the complete installation of all building components; and turn-in of all 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 as described in the plans and specifications.

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



**POINTS OF CONTACT**

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

Reference Madison Fire Station 05 Wall Removal & Improvements, Contract 9042 in the subject line of all emails.

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

Laura Amundson  
City of Madison  
PH: (608) 516-7870  
Email: LAmundson@cityofmadison.com



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Gregory T. Fries, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahrney, P.E.  
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Mark D. Moder, P.E.  
James M. Wolfe, P.E.  
**Facilities & Sustainability**  
Bryan Cooper, Principal Architect  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

May 28, 2021

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 9042**

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS**

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

**BID DUE DATE CHANGE**

Remove and replace Section A: Advertisement for Bids and Instructions to Bidders (Page A-1).  
The new bid submittal deadline will be June 24, 2021, at 2:00 p.m. CST. The new prequalification deadline will be June 17, 2021.

**SECTION 109.7 TIME OF COMPLETION**

The Contractor shall complete all work on or before November 19, 2021. The total time for completion of this contract is FORTY-TWO (42) CALENDAR DAYS.

Work shall begin only after start work letter is received. The contractor shall notify the City Engineer three (3) weeks in advance of the selected start date.

**GENERAL QUESTIONS AND ANSWERS:**

- A. Q: Are there any concerns for asbestos with this project?
- A: Test results indicate no asbestos.

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

Electronic version of these documents can be found on the Bid Express web site at:  
<http://www.bidexpress.com>

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

Sincerely,

*Christy Bachmann* on behalf of:  
Robert F. Phillips, P.E., City Engineer

## 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:	MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS
CONTRACT NO.:	9042
BID BOND	5%
PRE-BID MEETING / WALK-THRU	TUESDAY, MAY 18, 2021 @ 9:30 A.M.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY, JUNE 17, 2021
BID SUBMISSION (2:00 P.M.)	THURSDAY, JUNE 24, 2021
BID OPEN (2:30 P.M.)	THURSDAY, JUNE 24, 2021
PUBLISHED IN WSJ	MAY 6,13, 20, 27 & JUNE 3,10, 17, 2021

**PRE-BID MEETING / WALK THROUGH:** One pre-bid walk-thru will be conducted on Tuesday, May 18, 2021 at 9:30 a.m. at the project location: Fire Station 05 located at 4418 Cottage Grove Rd., Madison WI. Each contractor is limited to two (2) attendees and all attendees will be asked to wear masks and observe social distancing. All bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Staff from MFD and the City Project Manager will be on hand to answers questions related to the plans. Questions will be answered in written format via addendum.

**BIDDER QUESTIONS and CLARIFICATIONS:**

If needed, City Staff shall publish addenda to respond to any questions, or clarifications.

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. Responses that change the contract scope and/or schedule will be published by the CPM 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 shall be sent via email, reference Contract 9042.

**The deadline for receiving all questions and clarifications, shall be 5:00 p.m. on Thursday, May 27, 2021.** No additional questions or clarifications will be received after this deadline. All responses shall be published in the form of an addendum. The last addenda (if needed) will be published on or about 12:00 p.m. Tuesday, June 01, 2020 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all Contractors that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

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

**BIDS TO BE SUBMITTED:** Bids may be submitted on line at [www.bidexpress.com](http://www.bidexpress.com), or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
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[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
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Mark D. Moder, P.E.  
James M. Wolfe, P.E.  
**Facilities & Sustainability**  
Bryan Cooper, Principal Architect  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

June 18, 2021

**NOTICE OF ADDENDUM  
ADDENDUM NO. 2  
CONTRACT NO. 9042**

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS**

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

**SECTION 109.7 TIME OF COMPLETION**

The Contractor shall complete all work on or before January 31, 2022.

Work shall begin only after the start work letter is received. The start work letter is anticipated to be issued on or about August 16, 2021. The contractor shall notify the City Project Manager three (3) weeks in advance of the selected start date to begin work on-site, with work completed within 42 days.

**GENERAL QUESTIONS AND ANSWERS:**

- A. **Q:** Please provide clarification of the requirements for the replacement window indicated on Notes 6 and 7 of sheet A1 regarding glass type and frame finish.  
**A:** Add the following to Note 6: Basis of Design: EFCO Series 403 (or equal), 2" x 4 1/2" Thermal Storefront Framing with 1" thermal pane, standard clear tempered glass. No e-coating required. Frame to be clear anodized finish.  
Note 7 should be corrected to state that the window TRIM shall be painted. The window frame shall not be painted.

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

Electronic version of these documents can be found on the Bid Express web site at:  
<http://www.bidexpress.com>

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

Sincerely,

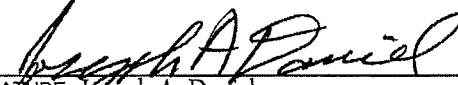
*Christy Bachmann* on behalf of  
Robert F. Phillips, P.E., City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

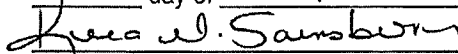
MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS  
CONTRACT NO. 9042

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.

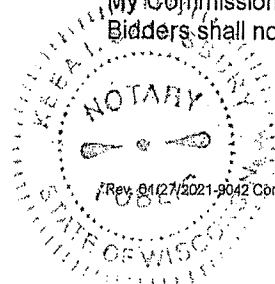
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. \_\_\_\_\_ through \_\_\_\_\_ 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 Joe Daniels Construction Co., 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 Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
 \_\_\_\_\_  
 SIGNATURE Joseph A. Daniels  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 TITLE, IF ANY

Sworn and subscribed to before me this  
24th day of June, 2021.

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 07/17/2024

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



Contract 9042 – Joe Daniels Construction Co., Inc.

Section F: Best Value Contracting (BVC) Form

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal of Best Value Contracting form (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

n/a

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.

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

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

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

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

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS**

CONTRACT NO. 9042

DATE: 6/24/2021

**Joe Daniels Construction Co.,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90001 - BASE BID - LUMP SUM	1.00	\$30,212.00	\$30,212.00
1 Items	Totals		\$30,212.00





Department of Public Works  
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**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Mapping Section Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.

(a corporation of the State of Wisconsin )  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Cincinnati Insurance Company

a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

**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.

**PRINCIPAL**

Joe Daniels Construction Co., Inc.  
COMPANY NAME AFFIX SEAL

December 3, 2019  
DATE

By: Joseph A. Daniels  
SIGNATURE AND TITLE  
Joseph A. Daniels - President

**SURETY**

The Cincinnati Insurance Company  
COMPANY NAME AFFIX SEAL

December 3, 2019  
DATE

By: Elizabeth Mosca  
SIGNATURE AND TITLE  
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 3, 2019  
DATE

Elizabeth Mosca  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; Elizabeth Mosca and/or David Zenobi

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company; a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 3 day of December, 2019



Signature of Secretary

Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 21st day of July in the year Two Thousand and Twenty-One between JOE DANIELS CONSTRUCTION CO., 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 JULY 20, 2021, 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:

### MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS CONTRACT NO. 9042

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 THIRTY THOUSAND TWO HUNDRED TWELVE AND NO/100 (\$30,212.00) 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS  
CONTRACT NO. 9042**

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

Countersigned:

Kea I. Sainsbury 7/21/21  
Witness Kea I. Sainsbury Date  
Kea I. Sainsbury 7/21/21  
Witness Kea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO., INC.

Company Name

Joseph A. Daniels 7/21/21  
President Joseph A. Daniels - President Date  
Samuel J. Daniels 7/21/21  
Secretary Samuel J. Daniels - Corporate Secretary Date

CITY OF MADISON, WISCONSIN

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

Phil Medico 7/29/21  
Finance Director Date  
Niema McPartland 7/30/21  
Witness Date  
Kevin Kapp 7/29/21  
Witness Date

Approved as to form:

Madeline Han 7/29/21  
City Attorney Date  
[Signature] 7/30/21  
Mayor Date  
[Signature] 7/29/21  
City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **JOE DANIELS CONSTRUCTION CO., INC.** as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THIRTY THOUSAND TWO HUNDRED TWELVE AND NO/100 (\$30,212.00)** 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:

**MADISON FIRE STATION 05 WALL REMOVAL & IMPROVEMENTS  
CONTRACT NO. 9042**

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 21st day of July 2021

Countersigned:

Kea I. Sainsbury  
Witness Kea I. Sainsbury  
Samuel J. Daniels  
Secretary Samuel J. Daniels

**JOE DANIELS CONSTRUCTION CO., INC.**  
Company Name (Principal)  
Joseph A. Daniels  
President Joseph A. Daniels Seal no seal

Approved as to form:

Michael Haas  
City Attorney

**THE CINCINNATI INSURANCE COMPANY**  
Surety Seal  
 Salary Employee  Commission  
By Patrick A. McKenna  
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 21, 2021  
Date

Patrick A. McKenna  
Agent Signature Patrick A. McKenna - Attorney-in-Fact