

Contract Routing Form

ROUTING: Routine

printed on: 09/18/2014

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

Project: Aldo Leopold Park Shelter Installation

Contract No.: 7352
 Enactment No.: RES-14-00701
 Dollar Amount: 36,659.95

File No.: 35316
 Enactment Date: 09/17/2014

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------|
| City Clerk | 9/19/14 | 9/19/14 |
| Director of Civil Rights | 9/19/2014 | 9/22/14 MDD |
| Risk Manager | 09-23-2014 | 9/23/14 RAV |
| Finance Director | 9/24/14 KUS | 09-24-2014 |
| City Attorney 1256 | 9-24-14 | 9-30-14 |
| Mayor | 9/30/14 | 9/30/14 |

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

PO# 81537352
 9/24/14 KUS/

Original + 2 Copies

09/18/2014 10:20:22 enjap - K Kane - 266-4751

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: see above
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Shdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 35316

| | | |
|--|------------------------------|--|
| File ID: 35316 | File Type: Resolution | Status: Passed |
| Version: 1 | Reference: | Controlling Body: BOARD OF PUBLIC WORKS |
| Lead Referral: BOARD OF PUBLIC WORKS | Cost: | File Created Date : 08/25/2014 |
| File Name: Awarding Public Works Contract No. 7352, Aldo Leopold Park Shelter Installation. | | Final Action: 09/16/2014 |
| Title: Awarding Public Works Contract No. 7352, Aldo Leopold Park Shelter Installation. | | |

Notes: Kate Kane - Parks

CC Agenda Date: 09/16/2014

Agenda Number: 30.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 09/17/2014

Attachments: Contract 7352.pdf

Enactment Number: RES-14-00701

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

| Version | Date | Approver | Action |
|---------|------------|----------------|---------|
| 1 | 09/04/2014 | Craig Franklin | Approve |

History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|-----------------------|------------|--|-----------------------|------------|--------------|---------|
| 1 | Engineering Division | 08/25/2014 | Refer | BOARD OF PUBLIC WORKS | 09/03/2014 | 09/03/2014 | |
| Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/3/2014 | | | | | | | |
| Notes: | | | | | | | |
| 1 | BOARD OF PUBLIC WORKS | 09/03/2014 | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | | | | Pass |

Action Text: A motion was made by Fix, seconded by Hinke, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

| | | | | |
|---|----------------|------------|---|------|
| 1 | COMMON COUNCIL | 09/16/2014 | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
|---|----------------|------------|---|------|

Action Text: A motion was made by Schmidt, seconded by DeMarb, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 35316

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7352, Aldo Leopold Park Shelter Installation.

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. 7352) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7352
ALDO LEOPOLD PARK SHELTER INSTALLATION

JOE DANIELS CONSTRUCTION

\$36,659.95

Acct. No. CB60-58310-810402-00-6165032
Contingency 8%±

\$36,659.95
2,933.05

GRAND TOTAL

\$39,593.00

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Friday, September 12, 2014

PG 3

MCKENNA, PATRICK A
MADISON WI

Year of Birth: 1959
Status: Active
License Number: 2349196
NPN**: 650765
Effective Date: 06-27-1996
Expiration Date: 04-30-2016
License Type: Resident Intermediary Indv
CE Compliance: 04-30-2016

Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|-----------|----------------|--------|
| Property | Resident | 06-27-1996 | Active |
| Casualty | Resident | 06-27-1996 | Active |

Appointments and Terminations

| Company Name | Qualification Type/Status | Effective Date | Termination Date | Termination Reason |
|--|---------------------------|----------------|------------------|-----------------------|
| ACE American Insurance Company | CAS/Active | 06-23-1999 | | |
| | PROP/Active | 06-23-1999 | | |
| ACE Fire Underwriters Insurance Company | CAS/Inactive | 06-23-1999 | 10-01-2002 | Inadequate Production |
| | PROP/Inactive | 06-23-1999 | 10-01-2002 | Inadequate Production |
| ACE Property and Casualty Insurance Company | CAS/Active | 06-23-1999 | | |
| | PROP/Active | 06-23-1999 | | |
| ACUITY, A Mutual Insurance Company | CAS/Active | 08-14-2007 | | |
| | CAS/Inactive | 07-30-1996 | 08-07-2007 | Canceled |
| | PROP/Active | 08-14-2007 | | |
| Addison Insurance Company | PROP/Inactive | 07-30-1996 | 08-07-2007 | Canceled |
| | CAS/Active | 09-19-2007 | | |
| ALLIED Property and Casualty Insurance Company | PROP/Active | 09-19-2007 | | |
| | CAS/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| AMCO Insurance Company | PROP/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| | CAS/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| American and Foreign Insurance Company | PROP/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| | CAS/Inactive | 10-04-2000 | 02-10-2005 | Canceled |
| | PROP/Inactive | 10-04-2000 | 02-07-2005 | Canceled |

| | | | | |
|---|---------------|------------|------------|----------------------------------|
| American Casualty Company of Reading, Pennsylvania | CAS/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| American Economy Insurance Company | CAS/Active | 02-10-1998 | | |
| | PROP/Active | 02-10-1998 | | |
| American Guarantee and Liability Insurance Company | CAS/Active | 06-08-1999 | | |
| | PROP/Active | 06-08-1999 | | |
| American Insurance Company, The | CAS/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| | PROP/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| American Manufacturers Mutual Insurance Company | CAS/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| | PROP/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| American Motorists Insurance Company | CAS/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| | PROP/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| American Protection Insurance Company | CAS/Inactive | 08-20-1996 | 02-02-2005 | Canceled |
| | PROP/Inactive | 08-20-1996 | 02-02-2005 | Canceled |
| American States Insurance Company | CAS/Inactive | 02-10-1998 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 02-10-1998 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| American Zurich Insurance Company | CAS/Active | 06-08-1999 | | |
| | PROP/Active | 06-08-1999 | | |
| Arrowood Indemnity Company | CAS/Inactive | 10-04-2000 | 08-28-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 10-04-2000 | 08-28-2006 | Vol. Surrender per Agent Rqst |
| Artisan and Truckers Casualty Company | CAS/Inactive | 01-15-2008 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-15-2008 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| Associated Indemnity Corporation | CAS/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| | PROP/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| Assurance Company of America | CAS/Inactive | 09-09-1998 | 07-23-2012 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-09-1998 | 07-23-2012 | Vol. Surrender per Agent Rqst |
| Automobile Insurance Company of Hartford, Connecticut, The | CAS/Inactive | 06-14-2001 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 06-14-2001 | 11-28-2005 | Vol. Surrender per |

| | | | | Agent Rqst |
|--|---------------|------------|------------|-------------------------------|
| AXIS Insurance Company | CAS/Inactive | 07-25-1996 | 01-06-2005 | Inadequate Production |
| | PROP/Inactive | 07-25-1996 | 01-06-2005 | Inadequate Production |
| Bankers Standard Insurance Company | CAS/Active | 06-23-1999 | | |
| | PROP/Active | 06-23-1999 | | |
| Berkley Regional Insurance Company | CAS/Inactive | 04-22-2005 | 03-03-2014 | Canceled |
| | PROP/Inactive | 04-22-2005 | 03-03-2014 | Canceled |
| Bituminous Casualty Corporation | CAS/Active | 06-30-2005 | | |
| | PROP/Active | 06-30-2005 | | |
| Bituminous Fire and Marine Insurance Company | CAS/Active | 06-30-2005 | | |
| | PROP/Active | 06-30-2005 | | |
| Capitol Indemnity Corporation | CAS/Active | 07-24-1996 | | |
| | PROP/Active | 07-24-1996 | | |
| Charter Oak Fire Insurance Company, The | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Chubb Indemnity Insurance Company | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| | PROP/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| Chubb National Insurance Company | CAS/Active | 05-12-2008 | | |
| | PROP/Active | 05-12-2008 | | |
| Cincinnati Casualty Company, The | CAS/Active | 08-17-2007 | | |
| | PROP/Active | 08-17-2007 | | |
| Cincinnati Indemnity Company, The | CAS/Active | 08-17-2007 | | |
| | PROP/Active | 08-17-2007 | | |
| Cincinnati Insurance Company, The | CAS/Active | 08-17-2007 | | |
| | PROP/Active | 08-17-2007 | | |
| Citizens Insurance Company of America | CAS/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| | PROP/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| Consolidated Insurance Company | CAS/Inactive | 03-24-2000 | 11-20-2009 | Vol. Surrender per Agent Rqst |

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|---------------------------------------|---------------|------------|------------|-------------------------------|
| | PROP/Inactive | 03-24-2000 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Continental Casualty Company | CAS/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| Continental Insurance Company, The | CAS/Inactive | 02-24-2006 | 09-15-2008 | Canceled |
| | PROP/Inactive | 02-24-2006 | 09-15-2008 | Canceled |
| Continental Western Insurance Company | CAS/Inactive | 08-12-2005 | 04-24-2009 | Canceled |
| | PROP/Inactive | 08-12-2005 | 04-24-2009 | Canceled |
| Depositors Insurance Company | CAS/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| | PROP/Inactive | 07-14-2003 | 04-07-2010 | Canceled |
| Donegal Mutual Insurance Company | CAS/Active | 11-09-2012 | | |
| | PROP/Active | 11-09-2012 | | |
| Emcasco Insurance Company | CAS/Inactive | 09-21-2007 | 12-16-2013 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-21-2007 | 12-16-2013 | Vol. Surrender per Agent Rqst |
| Employers Insurance Company of Wausau | CAS/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| | PROP/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| Employers Mutual Casualty Company | PROP/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| | CAS/Inactive | 09-21-2007 | 12-16-2013 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-21-2007 | 12-16-2013 | Vol. Surrender per Agent Rqst |
| Executive Risk Indemnity Inc. | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 06-16-2000 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| Fairmont Insurance Company | PROP/Inactive | 06-16-2000 | 12-26-2006 | Canceled |
| | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| Fairmont Premier Insurance Company | PROP/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| Farmington Casualty Company | CAS/Inactive | 07-19-1996 | 11-20-2000 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-19-1996 | 11-20-2000 | Vol. Surrender per |

| | | | | Agent Rqst |
|--|---------------|------------|------------|-------------------------------|
| Federal Insurance Company | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| | PROP/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| Fidelity and Deposit Company of Maryland | CAS/Active | 07-23-1996 | | |
| | PROP/Active | 07-23-1996 | | |
| Fidelity and Guaranty Insurance Company | CAS/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| Fidelity and Guaranty Insurance Underwriters, Inc. | CAS/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| Fireman's Fund Insurance Company | CAS/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| | PROP/Inactive | 07-25-1996 | 09-29-2005 | Inadequate Production |
| Firemen's Insurance Company of Newark, New Jersey | CAS/Inactive | 12-11-1996 | 01-22-1999 | Inadequate Production |
| | PROP/Inactive | 12-11-1996 | 01-22-1999 | Inadequate Production |
| First Liberty Insurance Corporation, The | CAS/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| First National Insurance Company of America | CAS/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| General Casualty Company of Wisconsin | CAS/Active | 08-16-2007 | | |
| | PROP/Active | 08-16-2007 | | |
| General Insurance Company of America | CAS/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Globe Indemnity Company | CAS/Inactive | 10-04-2000 | 02-07-2005 | Canceled |
| | PROP/Inactive | 10-04-2000 | 02-07-2005 | Canceled |
| Great American Alliance Insurance Company | CAS/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| | PROP/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| Great American | CAS/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |

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|---|---------------|------------|------------|--------------------------------|
| Assurance Company | PROP/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| Great American Insurance Company | CAS/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| | PROP/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| Great American Insurance Company of New York | CAS/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| | PROP/Inactive | 07-26-1996 | 01-07-2002 | Inadequate Production |
| Great Northern Insurance Company | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| | PROP/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| Guarantee Company of North America USA, The | CAS/Active | 07-28-1998 | | |
| Gulf Insurance Company | CAS/Inactive | 09-10-1996 | 06-30-2005 | Inadequate Production |
| | PROP/Inactive | 09-10-1996 | 06-30-2005 | Inadequate Production |
| Hanover Insurance Company, The | CAS/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| | PROP/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| Hartford Casualty Insurance Company | CAS/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| | PROP/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| Hartford Fire Insurance Company | CAS/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| | PROP/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| Hartford Insurance Company of the Midwest | CAS/Inactive | 04-26-2000 | 10-31-2008 | Canceled |
| | PROP/Inactive | 04-26-2000 | 10-31-2008 | Canceled |
| Hartford Steam Boiler Inspection and Insurance Company, The | CAS/Inactive | 05-12-1999 | 10-30-2008 | Canceled |
| | PROP/Inactive | 05-12-1999 | 10-21-2008 | Canceled |
| Hartford Underwriters Insurance Company | CAS/Inactive | 04-26-2000 | 10-31-2008 | Canceled |
| | PROP/Inactive | 04-26-2000 | 10-31-2008 | Canceled |
| Hawkeye-Security Insurance Company | CAS/Inactive | 01-14-2003 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-14-2003 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| HDI-Gerling America Insurance Company | CAS/Active | 09-08-2005 | | |
| | PROP/Active | 09-08-2005 | | |
| HIH America Compensation & Liability Insurance Company | CAS/Inactive | 04-08-1999 | 05-11-2001 | Company Defunct or Liquidation |
| | PROP/Inactive | 04-08-1999 | 05-11-2001 | Company Defunct or Liquidation |

| | | | | |
|--|---------------|------------|------------|-------------------------------|
| Indemnity Insurance Company of North America | CAS/Inactive | 06-23-1999 | 10-01-2002 | Inadequate Production |
| | PROP/Inactive | 06-23-1999 | 10-01-2002 | Inadequate Production |
| Indiana Insurance Company | CAS/Inactive | 03-24-2000 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 03-24-2000 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Insurance Company of North America | CAS/Active | 06-23-1999 | | |
| | PROP/Active | 06-23-1999 | | |
| Liberty Mutual Fire Insurance Company | CAS/Inactive | 03-13-2006 | 12-06-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 03-13-2006 | 12-06-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| Liberty Mutual Insurance Company | CAS/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| LM Insurance Corporation | CAS/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-14-2002 | 12-27-2005 | Vol. Surrender per Agent Rqst |
| Lumbermens Mutual Casualty Company | CAS/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| | PROP/Inactive | 08-20-1996 | 02-17-2005 | Canceled |
| Maryland Casualty Company | CAS/Inactive | 09-09-1998 | 07-23-2012 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-09-1998 | 07-23-2012 | Vol. Surrender per Agent Rqst |
| Massachusetts Bay Insurance Company | CAS/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| | PROP/Inactive | 12-18-1997 | 08-03-2005 | Inadequate Production |
| Merchants Bonding Company (Mutual) | CAS/Active | 08-20-2007 | | |
| | CAS/Inactive | 07-19-1996 | 09-27-2005 | Canceled |
| Merchants National Bonding, Inc. | CAS/Active | 02-06-2013 | | |
| MetLife Insurance Company of Connecticut | CAS/Inactive | 09-04-1996 | 04-21-2003 | Inadequate Production |
| Middlesex Mutual Assurance Company | CAS/Inactive | 03-08-2006 | 01-17-2011 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 03-08-2006 | 01-17-2011 | Vol. Surrender per |

| | | | | | Agent Rqst |
|--|---------------|------------|------------|--|----------------------------------|
| Midwest Family Mutual Insurance Company | CAS/Active | 03-11-2014 | | | |
| | PROP/Active | 03-11-2014 | | | |
| National Fire Insurance Company of Hartford | CAS/Inactive | 08-21-1996 | 01-05-2006 | | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | | Canceled |
| National Surety Corporation | CAS/Inactive | 07-25-1996 | 09-29-2005 | | Inadequate Production |
| | PROP/Inactive | 07-25-1996 | 09-29-2005 | | Inadequate Production |
| Nationwide Affinity Insurance Company of America | CAS/Inactive | 04-11-2005 | 04-07-2010 | | Canceled |
| | PROP/Inactive | 04-11-2005 | 04-07-2010 | | Canceled |
| Nationwide Mutual Insurance Company | CAS/Inactive | 07-14-2003 | 04-07-2010 | | Canceled |
| | PROP/Inactive | 07-14-2003 | 04-07-2010 | | Canceled |
| Navigators Insurance Company | CAS/Inactive | 02-19-2004 | 04-30-2008 | | Canceled |
| | PROP/Inactive | 02-19-2004 | 04-30-2008 | | Canceled |
| Netherlands Insurance Company, The | CAS/Inactive | 08-12-1996 | 11-20-2009 | | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-12-1996 | 11-20-2009 | | Vol. Surrender per Agent Rqst |
| North American Specialty Insurance Company | CAS/Active | 09-18-2000 | | | |
| | PROP/Active | 09-18-2000 | | | |
| North River Insurance Company, The | CAS/Inactive | 12-23-1996 | 12-17-2009 | | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 12-23-1996 | 12-17-2009 | | Vol. Surrender per Agent Rqst |
| Northern Insurance Company of New York | CAS/Inactive | 09-09-1998 | 07-23-2012 | | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-09-1998 | 07-23-2012 | | Vol. Surrender per Agent Rqst |
| Northwestern National Casualty Company | CAS/Inactive | 04-14-1999 | 02-28-2001 | | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 04-14-1999 | 02-28-2001 | | Vol. Surrender per Agent Rqst |
| Old Republic Insurance Company | CAS/Active | 08-07-2007 | | | |
| | CAS/Inactive | 08-02-1996 | 04-20-2005 | | Canceled |
| | PROP/Inactive | 08-02-1996 | 04-20-2005 | | Canceled |
| Old Republic Surety Company | CAS/Active | 08-07-2007 | | | |
| | CAS/Inactive | 08-02-1996 | 04-20-2005 | | Canceled |
| | PROP/Inactive | 08-02-1996 | 04-20-2005 | | Canceled |

| | | | | |
|---|---------------|------------|------------|----------------------------------|
| Pacific Employers Insurance Company | CAS/Active | 06-23-1999 | | |
| | PROP/Active | 06-23-1999 | | |
| Pacific Indemnity Company | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| | PROP/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| Peerless Indemnity Insurance Company | CAS/Inactive | 06-21-2004 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 06-21-2004 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Peerless Insurance Company | CAS/Inactive | 08-12-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-12-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Phoenix Insurance Company, The | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Pioneer Specialty Insurance Company | CAS/Active | 08-01-2013 | | |
| | PROP/Active | 08-01-2013 | | |
| Platte River Insurance Company | CAS/Active | 07-12-2005 | | |
| | PROP/Active | 07-12-2005 | | |
| Progressive Classic Insurance Company | CAS/Inactive | 07-18-2005 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-18-2005 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| Progressive Northern Insurance Company | CAS/Inactive | 07-18-2005 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-18-2005 | 06-30-2008 | Vol. Surrender per Agent Rqst |
| Property and Casualty Insurance Company of Hartford | CAS/Inactive | 07-05-2005 | 10-31-2008 | Canceled |
| | PROP/Inactive | 07-05-2005 | 10-31-2008 | Canceled |
| Regent Insurance Company | CAS/Active | 08-16-2007 | | |
| | PROP/Active | 08-16-2007 | | |
| Royal Insurance | CAS/Inactive | 10-04-2000 | 02-08-2005 | Canceled |

| | | | | |
|--|---------------|------------|------------|-------------------------------|
| Company of America | PROP/Inactive | 10-04-2000 | 02-07-2005 | Canceled |
| SAFECO Insurance Company of America | CAS/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-24-1996 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| SAFECO Insurance Company of Illinois | CAS/Inactive | 09-27-2008 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-27-2008 | 11-20-2009 | Vol. Surrender per Agent Rqst |
| Safeguard Insurance Company | CAS/Inactive | 10-04-2000 | 02-10-2005 | Canceled |
| | PROP/Inactive | 10-04-2000 | 02-10-2005 | Canceled |
| Seaboard Surety Company | CAS/Inactive | 08-09-1996 | 12-05-2005 | Inadequate Production |
| | PROP/Inactive | 08-09-1996 | 12-05-2005 | Inadequate Production |
| Security Insurance Company of Hartford | CAS/Inactive | 03-11-2005 | 08-28-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 03-11-2005 | 08-28-2006 | Vol. Surrender per Agent Rqst |
| Sheboygan Falls Insurance Company | CAS/Active | 11-09-2012 | | |
| | PROP/Active | 11-09-2012 | | |
| SOCIETY INSURANCE, a mutual company | CAS/Active | 01-15-2010 | | |
| | CAS/Inactive | 07-08-2005 | 11-14-2007 | Canceled |
| | PROP/Active | 01-15-2010 | | |
| St. Paul Fire and Casualty Insurance Company | PROP/Inactive | 07-08-2005 | 11-14-2007 | Canceled |
| | CAS/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| St. Paul Fire and Marine Insurance Company | PROP/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| St. Paul Guardian Insurance Company | PROP/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| St. Paul Mercury Insurance Company | PROP/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| St. Paul Protective Insurance Company | PROP/Inactive | 09-10-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 11-04-1998 | 04-21-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 11-04-1998 | 04-21-2003 | Vol. Surrender per |

| | | | | Agent Rqst |
|--|---------------|------------|------------|-------------------------------|
| Statewide Insurance Company | CAS/Inactive | 07-18-1996 | 04-08-2002 | Canceled |
| | PROP/Inactive | 07-18-1996 | 04-08-2002 | Canceled |
| Stillwater Property and Casualty Insurance Company | CAS/Inactive | 01-12-1999 | 02-21-2000 | Inadequate Production |
| | PROP/Inactive | 01-12-1999 | 02-21-2000 | Inadequate Production |
| TIG Insurance Company | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| TIG Insurance Company of Texas | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| TIG Insurance Corporation of America | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| Torus National Insurance Company | CAS/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-11-2000 | 09-26-2003 | Vol. Surrender per Agent Rqst |
| Transcontinental Insurance Company | CAS/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| Transportation Insurance Company | CAS/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| Travelers Casualty and Surety Company | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 07-19-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-19-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Travelers Casualty and Surety Company of America | CAS/Active | 02-04-2008 | | |
| | CAS/Inactive | 07-19-1996 | 11-09-2007 | Canceled |
| | PROP/Active | 02-04-2008 | | |
| | PROP/Inactive | 07-19-1996 | 11-09-2007 | Canceled |
| Travelers Casualty Company of Connecticut | CAS/Inactive | 07-19-1996 | 11-20-2000 | Vol. Surrender per Agent Rqst |

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|--|---------------|------------|------------|-------------------------------|
| | PROP/Inactive | 07-19-1996 | 11-20-2000 | Vol. Surrender per Agent Rqst |
| Travelers Casualty Insurance Company of America | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 07-19-1996 | 11-22-2000 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 07-19-1996 | 11-22-2000 | Vol. Surrender per Agent Rqst |
| Travelers Commercial Insurance Company | CAS/Inactive | 06-14-2001 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 07-19-1996 | 11-22-2000 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 06-14-2001 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-19-1996 | 11-22-2000 | Vol. Surrender per Agent Rqst |
| Travelers Constitution State Insurance Company | CAS/Inactive | 11-24-1998 | 12-11-2003 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 11-24-1998 | 12-11-2003 | Vol. Surrender per Agent Rqst |
| Travelers Home and Marine Insurance Company, The | CAS/Inactive | 11-29-2005 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 11-29-2005 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| Travelers Indemnity Company of America, The | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Travelers Indemnity Company of Connecticut, The | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Travelers Indemnity | CAS/Active | 09-26-2007 | | |

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|--|---------------|------------|------------|-------------------------------|
| Company, The | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Travelers Property Casualty Company of America | CAS/Active | 09-26-2007 | | |
| | CAS/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Active | 09-26-2007 | | |
| | PROP/Inactive | 01-13-2006 | 12-29-2006 | Vol. Surrender per Agent Rqst |
| Travelers Property Casualty Insurance Company | PROP/Inactive | 09-04-1996 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 07-22-2005 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 07-22-2005 | 11-28-2005 | Vol. Surrender per Agent Rqst |
| Trumbull Insurance Company | CAS/Inactive | 07-05-2005 | 10-31-2008 | Canceled |
| | PROP/Inactive | 07-05-2005 | 10-31-2008 | Canceled |
| Twin City Fire Insurance Company | CAS/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| | PROP/Inactive | 04-26-2000 | 10-26-2009 | Canceled |
| United Fire & Casualty Company | CAS/Active | 07-26-1996 | | |
| | PROP/Active | 07-26-1996 | | |
| United Pacific Insurance Company | CAS/Inactive | 08-27-1996 | 02-13-2001 | Company Merger |
| | PROP/Inactive | 08-27-1996 | 02-13-2001 | Company Merger |
| United States Fidelity and Guaranty Company | CAS/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-02-1996 | 02-09-2007 | Vol. Surrender per Agent Rqst |
| United States Fire Insurance Company | CAS/Inactive | 12-23-1996 | 03-08-2004 | Canceled |
| | PROP/Inactive | 12-23-1996 | 03-08-2004 | Canceled |
| United Wisconsin Insurance Company | CAS/Active | 03-14-2003 | | |
| USF&G Insurance Company of Wisconsin | CAS/Inactive | 08-02-1996 | 01-01-2001 | Company Merger |
| | PROP/Inactive | 08-02-1996 | 01-01-2001 | Company Merger |

| | | | | |
|--|---------------|------------|------------|-------------------------------|
| Valiant Insurance Company | CAS/Inactive | 09-09-1998 | 12-05-2007 | Canceled |
| | PROP/Inactive | 09-09-1998 | 12-05-2007 | Canceled |
| Valley Forge Insurance Company | CAS/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| | PROP/Inactive | 08-21-1996 | 01-05-2006 | Canceled |
| Venture Insurance Company | CAS/Inactive | 07-08-2005 | 01-04-2006 | Canceled |
| | PROP/Inactive | 07-08-2005 | 01-04-2006 | Canceled |
| Vigilant Insurance Company | CAS/Active | 05-12-2008 | | |
| | CAS/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| | PROP/Active | 05-12-2008 | | |
| | PROP/Inactive | 09-10-1996 | 12-26-2006 | Canceled |
| Virginia Surety Company, Inc. | CAS/Inactive | 01-28-1997 | 11-30-1998 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 01-28-1997 | 11-30-1998 | Vol. Surrender per Agent Rqst |
| Washington International Insurance Company | CAS/Active | 09-07-2001 | | |
| | PROP/Active | 09-07-2001 | | |
| Wausau Business Insurance Company | CAS/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| | PROP/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| Wausau General Insurance Company | CAS/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| | PROP/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| Wausau Underwriters Insurance Company | CAS/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | CAS/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| | PROP/Inactive | 07-18-2005 | 12-10-2007 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-23-1996 | 05-14-2003 | Inadequate Production |
| West Bend Mutual Insurance Company | CAS/Active | 03-13-2008 | | |
| | CAS/Inactive | 07-08-2005 | 10-17-2007 | Canceled |
| | PROP/Active | 03-13-2008 | | |
| | PROP/Inactive | 07-08-2005 | 10-17-2007 | Canceled |
| Western National Mutual Insurance Company | CAS/Active | 08-01-2013 | | |
| | PROP/Active | 08-01-2013 | | |

| | | |
|---|-------------|------------|
| Western Surety Company | CAS/Active | 07-21-2003 |
| Zurich American Insurance Company | CAS/Active | 06-08-1999 |
| | PROP/Active | 06-08-1999 |
| Zurich American Insurance Company of Illinois | CAS/Active | 06-08-1999 |
| | PROP/Active | 06-08-1999 |

* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

** NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

\$36,659.95
CONTRACTOR'S OFFICE COPY

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ALDO LEOPOLD PARK SHELTER INSTALLATION

CONTRACT NO. 7352

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 16, 2014

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

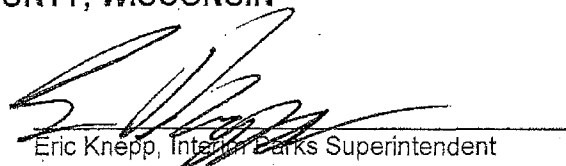
**ALDO LEOPOLD PARK SHELTER INSTALLATION
CONTRACT NO. 7352 (WD-391)**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Interim Parks Superintendent

EK: KK

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

FEDERALLY-FUNDED PROJECT WITH SPECIAL REQUIREMENTS

| | |
|---|---|
| PROJECT NAME: | ALDO LEOPOLD PARK SHELTER INSTALLATION |
| CONTRACT NO.: | 7352 (WD-391) |
| M/W/DBE GOAL | 10% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | 08/15/2014 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M) | 08/15/2014 |
| BID SUBMISSION (1:00 P.M.) | 08/22/2014 |
| BID OPEN (1:30 P.M.) | 08/22/2014 |
| PUBLISHED IN WSJ | 08/08/2014 & 08/15/2014 |

PRE BID MEETING: Representatives of the Affirmative Action Division will be present to discuss the Minority, Women-owned and Disadvantaged Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available 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 - 2014 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

FEDERAL PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover
- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units
- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, Over \$1,500,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing
- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 461 Solar Photovoltaic/Hot Water Systems
- 465 Soil/Groundwater Remediation
- 466 Warning Sirens
- 470 Water Supply Elevated Tanks
- 475 Water Supply Wells
- 480 Wood, Plastics & Composites - Structural & Architectural
- 499 Other _____

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE

Instructions to Bidders City of Madison M/W/DBE Program Information

1.1 Policy and Goal

The City of Madison reaffirms its policy of non discrimination in the conduct of City business by maintaining a procurement process that remains open to all who have the potential and ability to sell goods and services to the City. In federally funded contracts, it is the policy of the City of Madison to allow Minority, Women-owned, and Disadvantaged Business Enterprises (M/W/DBEs) maximum feasible opportunity to participate in City contracting.

For this project, a specific M/W/DBE utilization goal is assigned. **The goal for the utilization of M/W/DBEs on this project is 10% of the total bid.** M/W/DBEs may participate as subcontractors, vendors and/or suppliers that provide a commercially useful function as defined in paragraph 1.4.

A bidder that achieves or exceeds the M/W/DBE goal will be in compliance with the M/W/DBE requirements of this project. In the event that the bidder is unable to achieve the M/W/DBE goal, the bidder must demonstrate that a good faith effort to achieve the M/W/DBE goal was made. Failure by the bidder to demonstrate it made a good faith effort, as defined in paragraph 1.4(B), to achieve the M/W/DBE goal shall be grounds to deem the bidder a nonresponsive or nonresponsible bidder ineligible for award of this contract.

Note: This project will be monitored for "pass through" purchases for participation. Suppliers for this project must also install the supplies or the purchase will only count as 60% of the total cost and must be from a bona fide vendor/supplier, that is also a certified M/W/DBE with the City of Madison.

1.2 Contract Compliance

Questions concerning the M/W/DBE Program shall be directed to Affirmative Action Division of the City of Madison Department of Civil Rights, City County Building, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

1.3 Certification of M/W/DBEs by City of Madison

The Civil Rights Department maintains directories of M/W/DBEs that are currently certified as such by the City of Madison. These directories are accessible online at <http://www.cityofmadison.com/dcr/aaTBDDir.cfm>.

All contractors, subcontractors, vendors and suppliers seeking M/W/DBE status must complete and submit a **Certification Application** to the City of Madison Civil Rights Department by the time and date established for receipt of bids. A copy of this application is available for download at the link above or at the address and telephone indicated in Section 1.2. Submittal of the application by the time specified does not guarantee that the applicant will be certified as a M/W/DBE eligible to be utilized towards meeting the M/W/DBE goal for this project.

1.4 M/W/DBE Compliance Report

A. Counting M/W/DBE Participation towards meeting the M/W/DBE goal.

Once an entity is determined to be a certified M/W/DBE in accordance with the City of Madison's M/W/DBE Program, the total dollar value of the contract awarded to the M/W/DBE is counted toward the respective goals.

The City and affected Contractor may count toward the M/W/DBE goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this M/W/DBE Program equal to the percentage of ownership and control of the M/W/DBE partner in the joint venture.

The City and affected Contractor may count towards the M/W/DBE goals only expenditures to M/W/DBEs that perform a commercially useful function in the work of the contract. An M/W/DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an M/W/DBE is performing a commercially useful function, the City of Madison Civil Rights Department shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices an M/W/DBE may enter into subcontracts. If an M/W/DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the M/W/DBE shall be presumed not to be performing a commercially useful function. The M/W/DBE may present evidence to rebut this presumption.

The Contractor may count toward its M/W/DBE goals expenditures for materials and supplies obtained from M/W/DBE suppliers and manufacturers provided that the M/W/DBEs assume the actual and contracted responsibility for provision of the materials and supplies.

B. Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that M/W/DBEs are utilized when possible and that the established M/W/DBE goals for this project are achieved. When a bidder is unable to achieve the established M/W/DBE goals, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

1. Attendance at the pre-bid meeting.
2. Using the City of Madison's directories of certified M/W/DBEs to identify M/W/DBEs from which to solicit bids.
3. Solicit bids from M/W/DBEs whenever they are potential sources.
4. Referring prospective M/W/DBEs to the City of Madison Affirmative Action Department for certification.
5. Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible M/W/DBE participation.
6. Establishing delivery schedules, where requirements permit, which will encourage participation by M/W/DBEs.
7. Providing M/W/DBEs with specific information regarding the work to be performed.
8. Contacting M/W/DBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid and engage in negotiation.
9. Negotiating directly with M/W/DBEs including those that volunteer a bid.

10. Utilizing the bid of a qualified and competent M/W/DBE when the bid of such a business is deemed reasonable although not necessarily low. The City of Madison shall use the following tests to determine reasonableness: (1) if the M/W/DBE sub-bidder is within 5% of the lowest bid submitted by a non-M/W/DBE subcontractor; and/or (2) if the difference(s) between the bid(s) submitted by the M/W/DBE sub-bidder(s) and the lowest sub-bid(s) submitted for the same work does not materially affect the bid of the prime bidder. Materially affects is defined as when the difference(s) in bid(s) when added to the prime bidder's total bid amount is greater than or equal to 1 % of the total bid amount prior to such additions.

C. Reporting M/W/DBE Utilization and Good Faith Efforts.

The Minority, Women, & Disadvantaged Business Enterprise Compliance Report is to be submitted by the bidder. This report is due by the specified bid closing time and date. Bids submitted without a completed M/W/DBE Compliance Report as outlined below will be deemed nonresponsive and the bidder ineligible for award of this contract.

If the bidder meets or exceeds the goal established for M/W/DBE utilization, the bidder shall submit the following as its Minority & Women Business Enterprise Compliance Report:

Cover Page, Page M/W/DBE-1; and
Summary Page, Page M/W/DBE-2.

If the bidder does not meet the goal established for M/W/DBE utilization, the bidder shall submit the following as its Minority & Women Business Enterprise Compliance Report:

Cover Page, Page M/W/DBE-1
Summary Page, Page M/W/DBE-2; and
M/W/DBE Contact Report; Page M/W/DBE-3 and Page M/W/DBE-4. (A separate Contact Report must be completed for each M/W/DBE that is not utilized.)

1.5 M/W/DBE Requirements After Award of the Contract

The contractor awarded the contract shall identify M/W/DBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of M/W/DBE subcontracts, vendors and/or suppliers on the subcontractor list and the Contractor's M/W/DBE Compliance Report for M/W/DBE participation. Failure to provide a satisfactory explanation in the severances may result in the Agency invoking the sanctions found in Section 39.02 of the Madison General Ordinances.

No change in M/W/DBE subcontractors, vendors and/or suppliers from those M/W/DBEs indicated in the M/W/DBE Compliance Report will be allowed prior to approval from the City of Madison Affirmative Action Department. The contractor shall submit in writing to the City of Madison Affirmative Action Department a request to change any M/W/DBE citing specific reasons that necessitate such a change. The Affirmative Action Department will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another M/W/DBE if available.

The Agency will monitor the project to ensure that the actual percentage commitment to M/W/DBE firms is carried out.

1.6 M/W/DBE Definition and Eligibility Guidelines

An M/W/DBE is a business concerned with certification by the City of Madison and which is "owned and controlled" by racial/ethnic minorities, women and/or socially and economically disadvantaged persons. For the purposes of this program, "owned and controlled," means a small business:

- a. Which is at least fifty-one percent (51%) owned by one or more racial/ethnic minorities, women and/or socially and economically disadvantaged persons, or in the case of any publicly-owned business, at least fifty-one (51%) of the stock of which is owned by one or more racial/ethnic minorities, women and/or socially and economically disadvantaged businesses; and
- b. Whose management and daily business operations are controlled by one or more of the racial/ethnic minorities, women and/or socially and economically disadvantaged persons who own it.
- c. The business must be an independent business and operated under a single management, which means that the business is not a subsidiary of any other business and that the stock of ownerships is not held by anyone or any other business in a similar field. In determining whether a firm qualifies as a M/W/DBE, the City of Madison Civil Rights Department shall consider, among other factors, the date that the business was established, the adequacy of the firm's resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other non-qualified firms in the same or similar lines of work. M/W/DBE owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form of arrangement that may be reflected in its ownership.

Firms or individuals that submit fraudulent documents or testimony regarding their participation in the M/W/DBE Program may be deemed ineligible to bid on future contracts and may have present contracts terminated.

M/W/DBE certification is valid for at least three (3) years unless challenged and found ineligible under the guidelines in this paragraph.

SECTION D: SPECIAL PROVISIONS

ALDO LEOPOLD PARK SHELTER INSTALLATION CONTRACT NO. 7352 (WD-391)

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 102.10 **PREVAILING WAGE**

Federal prevailing wage rates are required, the wages and benefits paid on the contract shall not be less than those specified in the Federal Prevailing Wage Determination included in Section J of these contract documents.

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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 **SCOPE OF WORK**

This contract includes labor, materials and incidentals required to install a new prefabricated park shelter and complete the associated site work at Aldo Leopold Park located at 2906 Traceway Drive.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

The design and ordering of the park shelter is excluded from the scope of this work.

SECTION 105.1 **AUTHORITY OF THE ENGINEER**

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

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

Any change proposed by a Contractor in M/W/DBE subcontractors, vendors or suppliers from those M/W/DBEs indicated on the M/W/DBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected M/W/DBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an M/W/DBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of

the Contractor or the affected M/W/DBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The City of Madison will be responsible for setting all lines and/or grades required to complete the work for the Aldo Leopold Park Shelter. Any questions regarding the layout and staking of this project should be directed to Dan Rodman at the Parks Division at 266-6674. Please provide 48 hrs notice when requesting survey field work.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the park name at the beginning of the Marking Instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608) 266-6674 / fax (608) 267-1162).

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

A pre-construction meeting will be required prior to start of construction.

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

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

The Contractor will be allowed to store equipment and materials at Aldo Leopold Park, as shown on the attached plans.

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of these designs is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans.

107.13(e) Terrace Restoration

It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operation, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgment, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees shall be paid under Bid Item 10803 – Root Cutting.

SECTION 108.2 PERMITS

The following permits have been applied for by the City:

1. City of Madison Erosion Control Permit
2. City of Madison Building Permit

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

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits 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 any other permits needed for construction.

SECTION 109.2 PROSECUTION OF THE WORK

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

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

SECTION 109.7 TIME OF COMPLETION

Work cannot start on this contract until after the "Start to Work" letter has been received. Work on the Aldo Leopold Park Shelter Installation will start on or around 10/16/2014 and must be completed by 11/14/2014.

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the park location.

Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans.

Construction staging shall be confined to the area within the construction fence at Aldo Leopold Park as shown on the plans.

The Contractor may only enter the construction site through an area bordered by construction fencing as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

All materials purchased by the City of Madison shall be ordered for delivery to pre-determined receiving locations as described in the individual bid item descriptions. The Contractor will provide equipment and labor for receiving, trucking and off-loading as needed.

Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 20101 - EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the City of Madison Standard Specifications for Public Works Construction.

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

The proposal quantity was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil, placement of six (6) inches of proposed topsoil, and placement of five (5) inches of concrete for pavilion base.

Excess excavated material deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Any additional undercut required due to field conditions shall be paid for at the Excavation Cut unit bid price.

Test rolling for undercut determination is required at the site and is incidental to this bid item.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non work hours.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20201 – FILL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to import and distribute fill to meet proposed subgrades. Fill shall comply with material described in Article 202 of the City of Madison Standard Specifications for Public Works Construction.

The fill quantities for this contract have been computed by Microstation InRoads surface data volume. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil, placement of six (6) inches of proposed topsoil, and placement of five (5) inches of concrete for shelter base.

Double handling, stockpiling and placing fill is included in this bid item.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20221 – TOPSOIL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to distribute and dispose of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the City of Madison Standard Specifications for Public Works Construction.

Stripped topsoil can be stockpiled on site within the construction fence boundary.

Excess material shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City. The location shall be within the City of Madison. Double handling, stockpiling and placing topsoil is included in this bid item.

Contractor to note – the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil and placement of six (6) inches of proposed topsoil.

METHOD OF MEASUREMENT

Topsoil shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

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

Since construction is limited to within the construction fence area, no additional compensation will be given for seeding quantities beyond what is specified in this contract.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.

The Contractor is responsible for obtaining seed bed germination per Article 207 of the City of Madison Standard Specifications for Public Works Construction, regardless of site conditions.

METHOD OF MEASUREMENT

Terrace Seeding shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 21024 - SILT SOCK (12 INCH) - COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control. The proposal quantities include an additional 200 linear feet of undistributed silt sock. It is probable that the additional linear feet of undistributed silt sock will be reduced or eliminated from the proposal quantities.

METHOD OF MEASUREMENT

Silt Sock (12 inch) – Complete, shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Silt Sock (12 inch) – Complete, shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth above.

BID ITEM 21061 – EROSION MATTING, CLASS I URBAN TYPE A – ORGANIC

DESCRIPTION

Work under this bid item shall include installation of Erosion Matting, Class I Urban Type A – Organic on all seeded slopes steeper than 5:1 or at locations identified on plans.

Work under this bid item shall be as set forth in the latest edition of the City of Madison Standard Specifications for Public Works Construction, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure park users. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Class I, Urban Erosion Mat.

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

Photobiodegradable matting is not allowed.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Erosion Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor,

hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Seeding shall be paid separately.

BID ITEM 30301 - 5 INCH CONCRETE SIDEWALK

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install new 5" thick concrete slab for the shelter per the City of Madison Standard Specifications for Public Works Construction and as shown on the plans to create a slab for the shelter.

Contractor to note, the concrete sidewalk shall be installed to exceed the finished elevation of the footings. The Contractor is required to install expansion joints and construction joints as specified in the City of Madison Standard Specifications for Public Works Construction. The Contractor shall submit a pouring detail showing proposed control and expansion joints for approval by Engineer prior to construction.

Contractor to note crushed aggregate base is incidental to this bid item per section 303.2 – Construction Methods.

Contractor to note crushed aggregate base shall extend six (6) inches outside of concrete edge, and shall be covered with five (5) inches of topsoil.

METHOD OF MEASUREMENT

5" Concrete Sidewalk shall be measured by the square foot for the completed work as described above.

BASIS OF PAYMENT

5" Concrete Sidewalk shall be paid at the contract unit price per square foot for work described above and shall include all work, materials, labor and incidentals. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90000 - CONSTRUCTION FENCING (PLASTIC)

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90001 – DRILLED PIER FOOTINGS

DESCRIPTION

This bid item includes all work, materials, labor and incidentals necessary to install six drilled pier footings as shown on the included plans. Concrete and reinforcing is incidental to this bid item. Concrete shall be installed per City of Madison Standard Specifications for Public Works Construction, specifically Part III – Concrete and Concrete Structures.

METHOD OF MEASUREMENT

Drilled Pier Footings shall be measured per footing.

BASIS OF PAYMENT

Drilled Pier Footings shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as described above.

BID ITEM 90002 – SHELTER INSTALLATION

DESCRIPTION

The prefabricated shelter will be purchased by the City of Madison and ordered for delivery from the vendor to the Contractor's pre-determined receiving location. The Contractor will provide equipment and labor for off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation.

This bid item includes all work, materials, labor and incidentals necessary to coordinate delivery of the park shelter with the manufacturer; deliver the shelter to the construction site; and install the shelter in accordance with plans and manufacturer's instructions. See attached shop drawings for shelter details.

METHOD OF MEASUREMENT

Shelter Installation shall be paid in lump sum.

BASIS OF PAYMENT

Shelter Installation shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as described above.

Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**ALDO LEOPOLD PARK SHELTER INSTALLATION
CONTRACT NO. 7352 (WD-391)**

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.

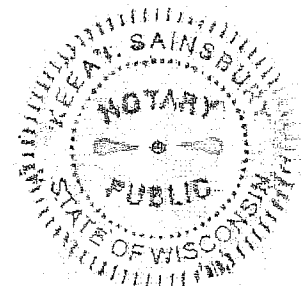
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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 _____; 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.

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

Sworn and subscribed to before me this
22nd day of August, 2014

Heather L. Sainsbury
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07/17/2016

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



Contract #7352 – Joe Daniels Construction Co., Inc.

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and 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 for Disclosure of Ownership and BVC (click in box below to choose) *
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business
Street Address or PO Box
City, State and Zip Code

Best Value Contracting

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

Trucking and Landscape

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

Contract Name: ALDO LEOPOLD PARK SHELTER INSTALLATION

Contract No. 7352 (WD-391)

Minority, Women, and Disadvantaged Business Enterprise
Compliance Report

COVER SHEET

PRIME BIDDER INFORMATION:

COMPANY: Joe Daniels Construction Co., Inc.

ADDRESS: 919 Applegate Road, Madison, WI 53713

TELEPHONE NUMBER: 608/271-4800

FAX NUMBER: 608/271-4570

CONTACT PERSON/TITLE: Joseph A. Daniels - President

PRIME BIDDER CERTIFICATION:

I, Joseph A. Daniels NAME Joseph A. Daniels President TITLE of

Joe Daniels Construction Co., Inc.

certify that the information

COMPANY

contained in this M/W/DBE Compliance Report is true and correct to the best of my knowledge and belief.

Keena L. Samborn
WITNESS' SIGNATURE

August 22, 2014

DATE

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliances reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Certification by Bidder

Name and Address of Bidder (Include Zip Codes)

Joe Daniels Construction Co., Inc.
919 Applegate Road
Madison, WI 53713

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been sanctioned or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

Name and Title of Signer (Please type)

Joseph A. Daniels - President

Signature



11. CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES (For Contracts and Subcontracts over \$10,000)

| | |
|---|---|
| <u>Joe Daniels Construction Co., Inc.</u> | <u>Aldo Leopold Park Shelter Installation</u> |
| Name of Prime Contractor | Project Name |

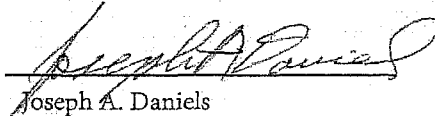
By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature:


Joseph A. Daniels

Title:

President

Date: August 22, 2014

ALDO LEOPOLD PARK SHELTER INSTALLATION

CONTRACT NO. 7352

DATE: AUG. 22, 2014

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

| Item | Quantity | Price | Extension |
|---|----------|-------------|--------------------|
| Section B: Proposal Page | | | |
| 10803.0 - ROOT CUTTING - LF | 20.00 | \$25.00 | \$500.00 |
| 10911.0 - MOBILIZATION - LS | 1.00 | \$3,600.00 | \$3,600.00 |
| 20101.0 - EXCAVATION CUT - CY | 52.00 | \$20.00 | \$1,040.00 |
| 20201.0 - FILL - CY | 57.00 | \$20.00 | \$1,140.00 |
| 20221.0 - TOPSOIL - SY | 36.00 | \$11.00 | \$396.00 |
| 20701.0 - TERRACE SEEDING - SY | 329.00 | \$2.75 | \$904.75 |
| 21011.0 - CONSTRUCTION ENTRANCE - EA | 1.00 | \$2,500.00 | \$2,500.00 |
| 21024.0 - SILT SOCK (12 INCH) - COMPLETE - LF | 215.00 | \$8.80 | \$1,892.00 |
| 21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - ORGANIC - SY | 55.00 | \$4.40 | \$242.00 |
| 30301.0 - 5 INCH CONCRETE - SF | 108.00 | \$45.00 | \$4,860.00 |
| 90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF | 364.00 | \$4.30 | \$1,565.20 |
| 90001.0 - DRILLED PIER FOOTINGS - EA | 6.00 | \$750.00 | \$4,500.00 |
| 90002.0 - SHELTER INSTALLATION - LS | 1.00 | \$13,520.00 | \$13,520.00 |
| TOTALS | | | \$36,659.95 |



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Manager
Kathleen M. Cryan

GIS Manager
David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Bryan Bemis

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 1st, 2014 through January 31st, 2016.

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. 1/13/14
COMPANY NAME AFFIX SEAL DATE

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

SURETY

The Cincinnati Insurance Company 1/13/14
COMPANY NAME AFFIX SEAL DATE

By: Brooke L. Parker
SIGNATURE AND TITLE
Brooke L. Parker, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2512433 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

1/13/14
DATE

Brooke L. Parker
AGENT Brooke L. Parker, Hausmann-Johnson

700 Regent St.
ADDRESS

Madison, WI 53715
CITY, STATE AND ZIP CODE

608-257-3795
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

Tim Hausmann; Jeff Hausmann; Steven L. Squires; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Kelsey Jacobson

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 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Steph A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, 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.



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 13 day of January, 2014



Scott R. Bolen

Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 17 day of September in the year Two Thousand and Fourteen 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 SEPTEMBER 16, 2014, 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:

ALDO LEOPOLD PARK SHELTER INSTALLATION CONTRACT NO. 7352

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-SIX THOUSAND SIX HUNDRED FIFTY-NINE AND 95/100 (\$36,659.95) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by a appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Sub contractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Sub contractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated 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.)

6. **Additional Federal Requirements.** The Additional Federal Requirements, including those related to Federal Labor Standards, found in Section K of these contract documents are hereby incorporated by reference into this Agreement. For the purposes of this Agreement, the Owner is the City of Madison.

ALDO LEOPOLD PARK SHELTER INSTALLATION
CONTRACT NO. 7352

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:

JOE DANIELS CONSTRUCTION CO., INC.

Company Name

Kea E. Sainsbury 9/17/14
Witness Date
Kea E. Sainsbury 9/17/14
Witness Date

Joe Daniels 9/17/14
President Date
Fernando Daniels 9/17/14
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David Schneider
Finance Director

Will P. Ny
City Attorney

Signed this 30th day of September

Paul J. G... 9/30/14
Mayor Date

Witness
Jan K. Phelps
Witness

Mark Min for 9/19/14
City Clerk Date

Bond No. 1208178

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and 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-SIX THOUSAND SIX HUNDRED FIFTY-NINE AND 95/100 (\$36,659.95) 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:

ALDO LEOPOLD PARK SHELTER INSTALLATION
CONTRACT NO. 7352

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 17th day of September 2014

Countersigned:

JOE DANIELS CONSTRUCTION CO., INC.

Company Name (Principal)

Kenneth Sainsbury

Witness

Joseph A. Daniels

President

Seal

Joseph A. Daniels

(no seal)

Jerrald M. Daniels

Secretary

Jerrald M. Daniels

Approved as to form:

CINCINNATI INSURANCE COMPANY

Surety

Seal

Salary Employee Commission

By

Patrick A. McKenna

Attorney-in-Fact

Patrick A. McKenna

Will P. My

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2349196 for the year 2014 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 17, 2014

Date

Patrick A. McKenna

Agent Signature

Patrick A. McKenna

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

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Katherine L. Howe

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 10th day of May, 2012.



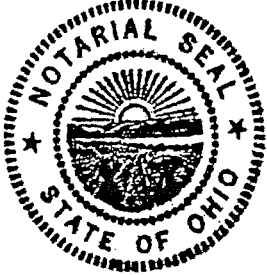
THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, 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 17th day of September, 2014



Signature of Scott R. Bolan

Assistant Secretary

SECTION J: FEDERAL PREVAILING WAGE RATES

General Decision Number: WI140005 03/14/2014 WI5

Superseded General Decision Number: WI20130005

State: Wisconsin

Construction Type: Building

County: Dane County in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 02/07/2014 |
| 2 | 03/14/2014 |

ASBE0205-001 06/01/2001

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Removal worker/hazardous material handler | | |
| Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not..... | \$ 17.90 | 4.45 |

BOIL0107-001 01/01/2013

| | Rates | Fringes |
|---|----------|---------|
| BOILERMAKER | | |
| Boilermaker..... | \$ 31.09 | 27.11 |
| Small Boiler Repair (under 25,000 lbs/hr)..... | \$ 26.91 | 16.00 |

BRWI0013-001 06/01/2012

| | Rates | Fringes |
|------------------------|----------|---------|
| BRICKLAYER | | |
| Bricklayer..... | \$ 32.01 | 17.05 |
| Terrazzo Finisher..... | \$ 26.57 | 16.20 |

| | | |
|----------------------|----------|-------|
| Terrazzo Worker..... | \$ 33.21 | 16.20 |
| Tile Finisher..... | \$ 23.77 | 16.20 |
| Tile Layer..... | \$ 29.71 | 16.20 |

 CARP0252-007 07/02/2012

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Acoustical work and Drywall hanging; Excluding Batt Insulation) | | |
| CARPENTER & SOFT FLOOR LAYER..... | \$ 30.48 | 15.80 |
| MILLWRIGHT..... | \$ 32.11 | 15.80 |
| PILEDRIVERMAN..... | \$ 30.98 | 15.80 |

 ELEC0014-005 06/01/2012

| | Rates | Fringes |
|--|----------|---------|
| Teledata System Installer Installer/Technician..... | \$ 21.89 | 11.83 |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

 ELEC0159-002 06/01/2012

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.94 | 18.71 |

 ELEV0132-001 01/01/2014

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 46.05 | 26.785 |

FOOTNOTE:

PAID VACATION: Employer contributes 8% of basic hourly rate as vacation pay for employees with more than 5 years or more of service, and 6% for less than 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0139-002 06/02/2013

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| Group 1..... | \$ 35.62 | 18.70 |
| Group 2..... | \$ 34.62 | 18.70 |
| Group 3..... | \$ 33.42 | 18.70 |
| Group 4..... | \$ 32.89 | 18.70 |
| Group 5..... | \$ 30.82 | 18.70 |
| Group 6..... | \$ 30.19 | 18.70 |

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type

(bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0383-002 06/01/2013

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.50 | 20.03 |

LABO0464-001 06/03/2013

| | Rates | Fringes |
|--|----------|---------|
| Laborer, General..... | \$ 24.21 | 14.53 |
| Laborer: Asbestos/hazardous material remover (Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems)..... | \$ 24.14 | 13.43 |

PAIN0802-001 06/01/2012

| | Rates | Fringes |
|--------------------|----------|---------|
| PAINTER | | |
| Brush, Roller..... | \$ 24.50 | 16.27 |

PREMIUM RATES [Add to Basic Hourly Rate]
Swing Work \$0.25
Drywall Taper \$0.30
Paperhanger \$0.40

Steel, Spray \$1.00

PAIN0941-001 06/01/2013

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 38.03 | 13.42 |

* PLAS0599-001 06/03/2013

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 31.58 | 16.13 |
| PLASTERER..... | \$ 32.33 | 18.16 |

PLUM0075-007 01/01/2012

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| PLUMBER (Including HVAC work).... | \$ 36.72 | 17.97 |

PLUM0601-007 06/01/2013

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| PIPEFITTER (Including HVAC work)..... | \$ 42.95 | 17.54 |

SFWI0669-002 07/01/2013

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 36.79 | 18.46 |

SHEE0018-009 06/01/2011

| | Rates | Fringes |
|--|----------|---------|
| Sheet Metal Worker (Including HVAC Duct work and Technicians)..... | \$ 34.23 | 20.19 |

TEAM0662-003 05/01/2010

| | Rates | Fringes |
|----------------------|----------|---------|
| TRUCK DRIVER | | |
| 1 & 2 Axles..... | \$ 25.09 | 15.20 |
| 3 or more Axles..... | \$ 25.24 | 15.20 |

SUWI2002-011 01/23/2002

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|---|----------|------|
| Asbestos Worker/Heat and Frost Insulator..... | \$ 25.36 | 8.37 |
| Laborers: | | |
| Concrete Worker..... | \$ 16.34 | 3.59 |
| Landscape..... | \$ 8.73 | 4.90 |
| ROOFER..... | \$ 18.01 | 3.28 |
| Tile & Marble Finisher..... | \$ 13.89 | 7.58 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

SECTION K: ADDITIONAL FEDERAL REQUIREMENTS

(Applicable to Davis Bacon Projects w/ Bids & Contracts less than or equal to \$100,000)

PLEASE KEEP COPIES OF ALL SIGNED CERTIFICATIONS SUBMITTED WITH A BID FOR YOUR RECORDS.

1. Lobbying Regulated by the City of Madison (For contracts, grants, cooperative agreements, and loans over \$10,000)

The Contractor also agrees to abide by the Madison General Ordinance 2.40, which outlines procedures whereby persons acting as lobbyists are required to provide to the public full information as to their identity, the identity of their principal, their expenditures, and their lobbying activities.

2. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163) for Wisconsin.

3. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

4. Limitations on Payments Made to Influence Certain Federal Financial Transactions

The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

5. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof; except that the Owner shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Owner. Failure to give such notice shall make the Contractor responsible for resultant loss.

6. Examination and Retention Of Contractor's Records

- (a) The Owner, the City of Madison, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this Contract a provision substantially the same as subsection (a) above. "Subcontract," as used in this Section, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the Owner, the City of Madison, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. Subcontracts

- (a) Definitions. As used in this contract
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall submit a list of proposed subcontractors to the Owner and to the City of Madison for approval prior to commencing work. Each subcontractor must be approved by the City CDBG Office prior to that subcontractor commencing work.
- (c) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the State of Wisconsin or of the City of Madison.
- (d) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (e) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- (f) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner or between the subcontractor and the City of Madison.

8. Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that whenever possible subcontracts are awarded to small business firms, minority firms, women's business enterprises and labor surplus area firms:

- (a) Placing qualified, small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

- (d) Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U. S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, the City of Madison Affirmative Action Department, and State and local governmental small business agencies.

For the purposes of the requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. The City of Madison maintains an online directory of W/MBE businesses, which can be accessed at: <http://www.cityofmadison.com/dcr/aaTBDDir.cfm>.

9. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, handicap/disability, familial status, marital status, age, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include but not be limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Owner that explain this Section.
- (d) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
- (e) 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 the notice to be provided by the Owner advising the labor union or workers representative of the Contractor's commitments under this Section and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246 as amended and the rules regulations and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973 as amended and by rules regulations and orders of the Secretary of Labor or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor or for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this Section or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contract or may be declared ineligible for further

Government contracts or Federally assisted construction contracts under the procedures authorized in Executive Order 11246 as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246 as amended the rules regulations and orders of the Secretary of Labor or as otherwise provided by law.

- (i) The Contractor shall include the terms and conditions of this Section in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued under Executive Order 11246 as amended so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

10. Executive Order 11246

The Contractor shall comply with Executive Order 11246 as amended, and the rules, regulations and orders of the Secretary of Labor. The Contractor will include the following Notice in all of its subcontracts in excess of \$10,000.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetable | Goals for minority participation for each trade in | Goals for female participation each trade |
|-----------|---|--|
| | 2.2% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Madison, Dane County, Wisconsin

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliances reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Certification by Bidder

Name and Address of Bidder *(Include Zip Codes)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been sanctioned or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

Name and Title of Signer *(Please type)*

Signature

11. CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES (For Contracts and Subcontracts over \$10,000)

Name of Prime Contractor Project Contract Name

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature: _____

Title: _____

Date: _____

12. Federal Labor Standards

The Contractor acknowledges that this project includes construction work assisted by the United States of America and Contractor agrees to comply with the following Federal Labor Standards Provisions applicable to such Federal assistance.

(a) **Minimum Wages.**

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore, only when the following criteria have been met:

(i) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action

within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30 day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30 day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contract shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor as required by this Contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by this Contract, the Contracting Officer may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) **Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (c)(1) above. This information may be submitted in any form desired. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) that the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this section and that such information is correct and complete;

(ii) that each laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(iii) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(2)(b) of this section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under paragraph (d)(1) available for inspection, copying, or transcription by authorized representatives of the City of Madison, HUD or the Owner and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices and Trainees**

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days or probationary employment as an apprentice in such an apprenticeship program, who is not

individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any worker listed on a pay roll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid in the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll as a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) **Copeland Act Requirements.**

The Contractor shall comply with the requirements of 29 CFR Part 3 which is incorporated by reference in this Contract.

(f) **Subcontracts.**

The Contractor or subcontractor shall insert in any sub contracts all the provisions contained in this Section 34, such other clauses as HUD may by appropriate instructions require, and also a provision requiring the subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in Section 34.

(f) **Contract Termination; Debarment.**

A breach of this Section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(g) **Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

(h) **Disputes Concerning Labor Standards.**

Disputes arising out of this Section 34 shall not be subject to Section 19 of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this Section include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(i) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(4) Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. The Federal Debarred Contractors Registry can be accessed via the Internet at

<https://www.sam.gov>. The State of Wisconsin Debarrred Contractors List is at http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10908_p.pdf.

13. Use of Volunteers.

- (a) 24 CFR Part 70 implements section 955 of the National Affordable Housing Act which provides for an exemption from the requirement to pay prevailing wage rates for volunteers utilized on projects funded by the Community Development Block Grant programs.
- (b) Volunteers are defined as individuals who perform service for a public or private entity for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered, on a HUD-assisted or insured project which is subject to a requirement to pay prevailing wage rates. Individuals shall be considered volunteers only when their services are offered freely and without pressure and coercion, direct or implied from an employer. An individual shall not be considered a volunteer if the individual is otherwise employed at anytime in the construction or maintenance work for which the individual volunteers.
- (c) 24 CFR Part 70.4 has established procedures for implementing prevailing wage exemptions for volunteers. The procedures include:
 - 1. Local or State agencies or private parties whose employees are otherwise subject to Davis-Bacon or HUD-determined prevailing wage rates which propose to use volunteers and wish to pay the volunteer's expenses, reasonable benefits, or nominal fees shall request a determination from HUD that these payments meet the criteria established by HUD. A written determination shall be provided to the requester by the Department within ten days of receipt by the Department of sufficient information to allow for the determination.
 - 2. A determination under paragraph 1. above shall not be construed in any way as limiting the use of bona fide volunteers on HUD-assisted construction, but rather is required to ensure that the Department performs its appropriate responsibilities under Reorganization Plan No. 14 of 1950 and related Department of Labor Regulations in title 29 CFR part 5, regarding the administration and enforcement of the Davis-Bacon and related Acts, and its responsibility for the administration and enforcement of HUD-determined or adopted wage rates in the operation of public housing assisted under the United States Housing Act of 1937.
 - 3. For a project covered by prevailing wage rate requirements in which all the work is to be done by volunteers and there are no paid construction employees, the local or State funding agency (or, if none, the entity that employs the volunteers) shall record in the pertinent project file the name and address of the agency sponsoring the project, a description of the project (location, cost, nature of the work), and the number of volunteers and the hours of work they performed. The entity responsible for recording this information shall also provide a copy of this information to the City for forwarding to HUD.
 - 4. For a project covered by prevailing wage rate requirements in which there is to be a mix of paid workers and volunteers, the local or State funding agency (or, if none, the entity responsible for generating certified payrolls) shall provide HUD the information in paragraph 3. above, along with the names of the volunteers.
 - 5. Volunteers who receive no expenses, benefits or fees described in 2. above and are otherwise bona fide shall be recorded as in 3. and 4.