

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

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

Project: Waste Oil Collection Sites

Contract No.: 8097
 Enactment No.: 18-00536
 Dollar Amount: 48,504.00

File No.: 52195
 Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8-2-18 FNS
Risk Manager	8/6/18	8/6/18 JEN
Finance Director	07-27-2018	8-7-18 JW
City Attorney 887	8-08-18	8-10-18
Mayor	08.10.18	08.10.18

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

Original + 2 Copies

07/31/2018 12:02:20 enjls - Daniel Olivares 261-9285

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 48,504.00
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvb / Sbdv / Gov't /
 Grant / PW Goal / Loan / Agrmt

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File #:	52195	Version: 1	Name:	Awarding Public Works Contract No. 8097, Waste Oil Collection Sites.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00536
Title:	Awarding Public Works Contract No. 8097, Waste Oil Collection Sites. (18th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8097.pdf</u>			

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

Fiscal Note

The proposed resolution awards the contract for the removal and replacement of waste oil collection tanks in 2018 at a total cost of \$52,380. This work is funded by carry forward appropriation within Engineering's Waste Oil Collections Sites capital program (MUNIS 11494). Funding for the program is provided by GO Borrowing.

MUNIS:
 10185-404-150

Title

Awarding Public Works Contract No. 8097, Waste Oil Collection Sites. (18th AD)

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. 8097) for itemization of bids.

SAR

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8097
WASTE OIL COLLECTION SITES

JOE DANIELS CONSTRUCTION CO., INC.

\$48,504.00

Acct. No. 10185-404-150:54250 (96878)
Contingency 8%±

\$48,504.00
3,876.00

GRAND TOTAL

\$52,380.00

Jurisdiction: Wisconsin

Demographics

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

Address

Business Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Mailing Address

PO BOX 145496
 CINCINNATI, OH 45250
 United States

Statutory Home Office Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Main Administrative Office Address

6200 S GILMORE RD
 FAIRFIELD, OH 45014-5141
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(513) 603-5500
Business Primary Phone	(513) 870-2000

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

Status: Active

Status Reason:

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Effective Date: 10/01/1974
Legacy State ID: 112170
Issue Date: 10/01/1974
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

mckenna

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	03/16/2018	03/15/2019
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	03/16/2018	03/15/2019

Line Of Business

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

Contact

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

First Previous 1 Next Last

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

First Previous 1 Next Last

\$48,504.00
FILE

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WASTE OIL COLLECTION SITES

CONTRACT NO. 8097

MUNIS NO. 10185

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WASTE OIL COLLECTION SITES
CONTRACT NO. 8097**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: do

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	WASTE OIL COLLECTION SITES
CONTRACT NO.:	8097
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/21/2018
BID SUBMISSION (2:00 P.M.)	6/28/2018
BID OPEN (2:30 P.M.)	6/28/2018
PUBLISHED IN WSJ	6/14/2018 & 6/21/2018

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

WASTE OIL COLLECTION SITES CONTRACT NO. 8097

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

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

SECTION 102.12 **EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO).**

Equal Benefits are not required. Delete the entire provision.

ARTICLE 104 **SCOPE OF WORK**

This contract is for the construction of the foundation for the Waste Oil Recycling building. This contract shall include, but not be limited to, excavation for foundation and secondary containment, installation of a secondary precast containment tank, concrete pad, fencing, grates, bollards, and grading and landscape restoration as per the attached plans and these special provisions. Construction will not include building enclosure or installation of primary oil disposal tank.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

SECTION 104.1 **LANDS FOR WORK**

This contract is to be performed at:

- Wheeler Road site - 902 Wheeler Road. This is the entrance to the Parks Division, Cherokee Marsh Southern Unit. All work shall be confined to the parking lot, construction use and access onto the Park properties is prohibited except as noted on the plans.

The Contractor shall contain all demolition and construction activities within the areas defined on the individual site plans. Tree protection will be strictly enforced and monitored, and the Contractor shall be responsible for any restoration of disturbed areas to preconstruction conditions, to standard city specifications, by the Contractor, at no additional expense to this contract.

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

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

- The City Standard Specification, 2018 Edition
- The Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate pre-pour meetings with the Structural Engineer and City Project Manager prior to pouring concrete and shall provide both with concrete test cylinder reports.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

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

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Project Manager for City Engineering, for this contract is:

Daniel Olivares
PH: (608) 261-9285
Email: daolivares@cityofmadison.com
210 Martin Luther King Jr Blvd
Room 115
Madison, WI 53703

Waste Oil Program Manager for City Engineering, Engineering Operations for this contract is:

Andy Solberg
PH: (608) 267-9408
Email: ASolberg@cityofmadison.com
210 Martin Luther King Jr Blvd
Madison, WI 53713

Structural Engineer Administration and Observation for this contract is:

Preston Baker, P.E.
JSD Professional Services, Inc.
PH: (608) 848-5060
Email: preston.baker@jsdinc.com
Madison Regional Office
161 Horizon Dr, Suite 101
Verona, WI 53593

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

The Contractor shall be responsible for ordering, receiving, constructing, and installing all components according to the plans and specifications. The Contractor shall be responsible for all freight, storage, and transportation and other related charges associated with the execution of this contract except where noted in these Special Provisions.

Foundation: The Contractor shall construct and install the foundations with required water stops and rebar as indicated in the structural plans and specifications for each location.

Grating: Per bid item 90006.

Fencing: Gate, posts, rail and fence sizes and types as noted on the structural plans and bid item 90004.

Landscaping: The Contractor shall provide and install all of the following:

- Shovel cut edge per plans.
- 3" Hard wood mulch; mulch from the City of Madison mulching site shall not be considered acceptable mulch for this project. Mulch shall be brown in color
- Plant materials are shown in the plan set as reference only and shall not be installed as part of this contract.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work. Any damage to the existing project site not covered under this contract shall be incidental to the work described herein.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 108.2 PERMITS AND LICENSING

The Owner will be providing sealed drawings and calculation for the foundation only. Owner's consultant is a State of Wisconsin Licensed Structural Engineer.

The City shall be responsible for applications, fees and permits associated with the TR-WM-126 (04/15) Wisconsin Flammable/ Combustible/ Hazardous Liquids Tank Installation. This shall include plan examination, (one) installation inspection, and groundwater surcharge for each site if required.

No other permits are anticipated.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about August 20, 2018.

The contract shall be **COMPLETED NO LATER THAN October 30, 2018**. This shall include final inspections completed by the City Project Manager or City Construction Manager, and other regulatory inspections as required.

SECTION 110.2: PARTIAL PAYMENTS

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

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or by the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

The Contractor shall be required to maintain erosion control best management practice/device to prevent site sediment runoff. The Contractor shall take action to address the maintenance of erosion control practices/devices and clean up any sediment that leaves the project site. Sediment must not be tracked into the adjacent streets and any debris must be swept clear by the end of each work day.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device. The Contractor shall have forty-eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

BID ITEM 90001 – Structural Construction

DESCRIPTION: BID ITEM 90001 shall include the procurement of materials, mobilization, site preparation, formwork, construction, and installation of associated construction materials for the proposed waste-oil drop-off site at Wheeler Road. Construction shall include all grubbing, excavation, concrete work, secondary precast containment tank installation (BID ITEM 90005), grate installation (BID ITEM 90006), fence & gate installation (BID ITEM 90004), final grading, seeding, and mulching as indicated in the plans and specifications.

This shall include all labor, equipment, materials, permits, and fees (as noted in Section 108.2 above) necessary to complete this contract to plans and specifications.

METHOD OF MEASUREMENT: BID ITEM 90001 shall be measured as LUMP SUM for materials and work to complete the structure and restoration of area adjacent to the proposed structure.

BASIS OF PAYMENT: BID ITEM 90001 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90002 – Procure & Install Collision Bollard

DESCRIPTION: BID ITEM 90002 shall include the procurement of materials and installation of collision bollards. Plans call for a total of nine (9) eight (8) foot by six (6) inch diameter steel safety bollards, concrete filled, with rounded cap, to be buried four (4) feet deep. Two (2) coats of traffic yellow enamel based paint shall be applied. The Contractor shall provide and install seven (7) bollards. The Contractor shall provide but not install two (2) bollards located at the west side of the foundation to allow placement of primary oil tank in the future. Installation of the two (2) bollards will be completed by others.

METHOD OF MEASUREMENT: BID ITEM 90002 shall be measured by EACH item procured and satisfactorily installed as directed by the Construction Project Manager or Construction Inspector.

BASIS OF PAYMENT: BID ITEM 90002 shall be paid at the contract unit price.

BID ITEM 90003 – Hardwood Mulch

DESCRIPTION: BID ITEM 90003 shall include the procurement and installation of brown hardwood mulch placed adjacent to the proposed waste-oil drop-off site. The Contractor must shovel cut the edge of the landscape bed as shown on the plans. Mulch shall be installed to a minimum depth of three (3) inches.

METHOD OF MEASUREMENT: BID ITEM 90003 shall be measured per CUBIC YARD for materials and satisfactory placement.

BASIS OF PAYMENT: BID ITEM 90003 shall be paid at the contract unit price.

BID ITEM 90004 – Procure & Install Vinyl Coated Chain-Link Fence & Gate

DESCRIPTION: BID ITEM 90004 shall include the procurement and installation of vinyl coated chain-link fence and gate as shown on the structural plans.

METHOD OF MEASUREMENT: BID ITEM 90004 shall be measured as LUMP SUM for materials and satisfactory installation.

BASIS OF PAYMENT: BID ITEM 90004 shall be paid at the contract unit price.

BID ITEM 90005 – Precast Tank – Crest Precast, Inc Model 1250 (Modified) or Approved Equal

DESCRIPTION: BID ITEM 90005 shall include the procurement and installation of precast secondary tank. Precast tank may be a modified version of the Crest Precast, Inc Model 1250 Sand Interceptor or approved equivalent. Modifications to typical precast grease/sand traps may include the removal of baffle walls, removal of pipe penetration, and supplied with no cover or partial cover as required. Precast tank must be designed to be water-tight.

METHOD OF MEASUREMENT: BID ITEM 90005 shall be measured per EACH for materials and satisfactory installation.

BASIS OF PAYMENT: BID ITEM 90005 shall be paid at the contract unit price.

BID ITEM 90006 – 12 GA Serrated Plank Grating

DESCRIPTION: BID ITEM 90006 shall include the procurement and installation of serrated plank grating for the two locations shown on the structural plans. Grating must be three (3) inches deep with serrated grip, strut planks from the McNichols Company or equivalent product.

METHOD OF MEASUREMENT: BID ITEM 90006 shall be measured as LUMP SUM for grates and associated materials and by satisfactory installation.

BASIS OF PAYMENT: BID ITEM 90006 shall be paid at the contract unit price.

SECTION E: BIDDERS ACKNOWLEDGEMENT

WASTE OIL COLLECTION SITES
CONTRACT NO. 8097

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.

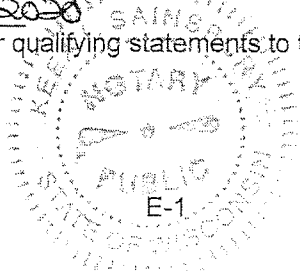
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

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

Sworn and subscribed to before me this
28th day of June, 2018.

Kevin L. Sainsbury
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 07/17/2020

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



Contract 8097 – Joe Daniels Construction Co., Inc.

Section F: Best Value Contracting (BVC) Form

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

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

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

Best Value Contracting

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

Trucking and Landscaping

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

WASTE OIL COLLECTION SITES

CONTRACT NO. 8097
DATE: 6/28/18

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
20101 - EXCAVATION CUT - C.Y.	48.00	\$25.00	\$1,200.00
20211 - SELECT FILL GRAVEL - C.Y.	48.00	\$16.00	\$768.00
20217 - CLEAR STONE - TON	52.00	\$13.50	\$702.00
20221 - TOPSOIL - S.Y.	180.00	\$4.00	\$720.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	80.00	\$6.00	\$480.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	15.00	\$20.00	\$300.00
20703 - TEMPORARY SEEDING - S.Y.	180.00	\$4.00	\$720.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$3,500.00	\$3,500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	140.00	\$4.00	\$560.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	180.00	\$4.00	\$720.00
40321 - UNDERCUT - C.Y.	24.00	\$25.00	\$600.00
90001 - STRUCTURAL CONSTRUCTION - LUMP SUM	1.00	\$15,000.00	\$15,000.00
90002 - PROCURE & INSTALL COLLISION BOLLARD - EACH	9.00	\$875.00	\$7,875.00
90003 - HARDWOOD MULCH - C.Y.	6.00	\$50.00	\$300.00
90004 - PROCURE & INSTALL VINYL COATED CHAIN-LINK FENCE & GATE - LUMP SUM	1.00	\$4,882.00	\$4,882.00
90005 - PRECAST TANK - CREST PRECAST, INC MODEL 1250 (MODIFIED) OR APPROVED EQUAL - EACH	1.00	\$7,000.00	\$7,000.00
90006 - 12 GA SERRATED PLANK GRATING - LUMP SUM	1.00	\$3,177.00	\$3,177.00
17 Items	Totals		\$48,504.00



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

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

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahmeyer, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

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. 11-16-2017
COMPANY NAME AFFIX SEAL (no seal) DATE

By: 
SIGNATURE AND TITLE
Joseph A. Daniels - President

SURETY

The Cincinnati Insurance Company 11-16-2017
COMPANY NAME AFFIX SEAL DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Tim Hausmann; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Elizabeth Mosca

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 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice, Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, 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, Attorney at Law, Notary Public - State of Ohio

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 16 day of November, 2017



Signature of Scott R. Boen, Secretary

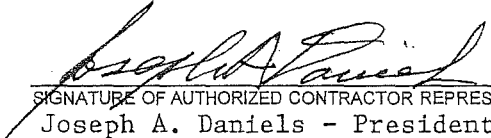
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 to January 31, 2020
NAME OF SURETY The Cincinnati Insurance Company
NAME OF CONTRACTOR Joe Daniels Construction Co., Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE
Joseph A. Daniels - President

November 16, 2017
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen between JOE DANIELS CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 24, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

WASTE OIL COLLECTION SITES CONTRACT NO. 8097

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 FORTY-EIGHT THOUSAND FIVE HUNDRED FOUR AND NO/100 (\$48,504.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

WASTE OIL COLLECTION SITES
CONTRACT NO. 8097

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:

Kea I. Sainsbury 7/25/18
Witness Kea I. Sainsbury Date
Kea I. Sainsbury 7/25/18
Witness Kea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO., INC.
Company Name
Joseph A. Daniels 7/25/18
President Joseph A. Daniels Date
Samuel J. Daniels 7/25/18
Secretary Samuel J. Daniels Date

CITY OF MADISON, WISCONSIN

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

[Signature]
Finance Director

Signed this 10th day of AUGUST, 2018

[Signature]
Witness

[Signature]
Witness

Approved as to form:

[Signature]
City Attorney

Signed this 10th day of AUGUST, 2018

[Signature] 10 AUG 2018
Mayor Date

[Signature] 8-1-2018
City Clerk Date

Bond No. B1242681

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY-EIGHT THOUSAND FIVE HUNDRED FOUR AND NO/100 (\$48,504.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**WASTE OIL COLLECTION SITES
CONTRACT NO. 8097**

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 25th day of July 2018

Countersigned:

Kea I. Sainsbury
Witness - Kea I. Sainsbury

Samuel J. Daniels
Secretary Samuel J. Daniels

JOE DANIELS CONSTRUCTION CO., INC.

Company Name (Principal)

Joseph A. Daniels
President Joseph A. Daniels

Seal No Seal

Approved as to form:

Patrick A. McKenna
City Attorney

THE CINCINNATI INSURANCE COMPANY

Surety Seal

Salary Employee Commission

By Patrick A. McKenna
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25, 2018
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

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

of Madison, Wisconsin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

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

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

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

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

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

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



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Walker

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



Signature of Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 25th day of July, 2018



Signature of Stephen D. Dan

Secretary