

Contract Routing Form

ROUTING: Urgent Rush

printed on: 07/20/2022

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

Project: 2022 Warner Park Inclusive Playground

Contract No.: 9188  
Enactment No.: RES-22-00487  
Dollar Amount: 310,097.47

File No.: 72095  
Enactment Date: 07/19/2022

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7-20-22	7-20-22
Director of Civil Rights	07-20-2022	07-20-2022 (initials)
Risk Manager	7/21/2022	7/21/2022
Finance Director	7/21/2022	7/22/22
City Attorney	7/22/22	7/22/22
Mayor	7/22/2022	7/22/2022

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

Original + 2 Copies

07/20/2022 11:09:54 enjls - Kate Kane, 261-9671





Legislation Details (With Text)

**File #:** 72095      **Version:** 1      **Name:** Awarding Public Works Contract No. 9188, 2022 Warner Park Inclusive Playground

**Type:** Resolution      **Status:** Passed

**File created:** 6/10/2022      **In control:** Parks Division

**On agenda:** 7/12/2022      **Final action:** 7/12/2022

**Enactment date:** 7/19/2022      **Enactment #:** RES-22-00487

**Title:** Awarding Public Works Contract No. 9188, 2022 Warner Park Inclusive Playground. (12th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 9188\_BidOpeningTab.pdf, 2. 9188 contract.pdf

Date	Ver.	Action By	Action	Result
7/12/2022	1	COMMON COUNCIL	Adopt Unanimously	Pass
6/22/2022	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
6/10/2022	1	Parks Division	Refer	

**Fiscal Note**

The proposed resolution authorizes awarding the contract for the 2022 Warner Park Inclusive Playground at a total estimated cost of \$325,602 including contingency. Funding for the project is available in Munis 13935-51-130. No additional appropriation is required.

**Title**

Awarding Public Works Contract No. 9188, 2022 Warner Park Inclusive Playground. (12th 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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 9188) for itemization of bids.



PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9188  
2022 WARNER PARK INCLUSIVE PLAYGROUND

JOE DANIELS CONSTRUCTION CO., INC.

\$310,097.47

Acct. No. 13935-51-130:54250 (65038)  
Contingency 5%±

\$310,097.47  
\$15,504.53

GRAND TOTAL

\$325,602.00





### Demographics

**Company Name:** Cincinnati Insurance Company, The  
**SBS Company Number:** 54220104  
**Domicile Type:** Foreign  
**NAIC Group Number:** 244 - CINCINNATI FIN GRP  
**Merger Flag:** No

**NAIC CoCode:** 10677  
**State of Domicile:** Ohio  
**Organization Type:** Stock

**Short Name:**  
**FEIN:** 31-0542366  
**Country of Domicile:** United States  
**Date of Incorporation:** 08/02/1950

### Address

**Business Address**  
 6200 S GILMORE RD  
 FAIRFIELD, OH 45014  
 United States

**Mailing Address**  
 PO BOX 145496  
 CINCINNATI, OH 45250  
 United States

**Statutory Home Office Address**  
 6200 S GILMORE RD  
 FAIRFIELD, OH 45014  
 United States

**Main Administrative Office Address**  
 6200 S GILMORE RD  
 FAIRFIELD, OH 45014  
 United States

### Phone, Email, 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  
**Effective Date:** 10/01/1974  
**Issue Date:** 10/01/1974  
**Articles of Incorporation Received:** No

**Status Reason:**  
**Legacy State ID:** 112170  
**Approval Date:**  
**Article No:**

**Status Date:** 10/01/1974  
**Expiration Date:**  
**File Date:**  
**COA Number:**

### Appointments

Show 10 entries

Showing 1 to 7 of 7 entries

patrick murray

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCCUTCHEON	451675	451675	Intermediary (Agent) Individual	Property	02/01/1999	02/03/2022	03/15/2023
PATRICK MCCUTCHEON	451675	451675	Intermediary (Agent) Individual	Casualty	02/01/1999	02/03/2022	03/15/2023
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	02/03/2022	03/15/2023
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	02/03/2022	03/15/2023
PATRICK MCCLONE	129855	129855	Intermediary (Agent) Individual	Accident & Health	03/21/1997	02/03/2022	03/15/2023
PATRICK MCCLONE	129855	129855	Intermediary (Agent) Individual	Property	03/21/1997	02/03/2022	03/15/2023
PATRICK MCCLONE	129855	129855	Intermediary (Agent) Individual	Casualty	03/21/1997	02/03/2022	03/15/2023

[First](#)
[Previous](#)
1
[Next](#)
[Last](#)

### Line Of Business

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

### Contact

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

### Company Merger

## Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	



\$310,097.47  
FILE COPY

BID OF JOE DANIELS CONSTRUCTION CO, INC.

**2022**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**2022 WARNER PARK INCLUSIVE PLAYGROUND**

**CONTRACT NO. 9188**

**MUNIS NO. 13935-51-130**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 12, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**2022 WARNER PARK INCLUSIVE PLAYGROUND  
CONTRACT NO. 9188**

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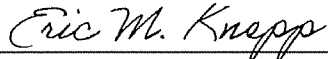
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

APPENDIX A: PLAYGROUND EQUIPMENT MANUFACTURER'S INSTALLATION INSTRUCTIONS

APPENDIX B: SOIL BORINGS

This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, 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

PROJECT NAME:	2022 WARNER PARK INCLUSIVE PLAYGROUND
CONTRACT NO.:	9188
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/2/2022
BID SUBMISSION (2:00 P.M.)	6/9/2022
BID OPEN (2:30 P.M.)	6/9/2022
PUBLISHED IN WSJ	5/26/2022 & 6/2/2022

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, [itorresmeza@cityofmadison.com](mailto:itorresmeza@cityofmadison.com).

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221  Concrete Bases and Other Concrete Work
- 222  Concrete Removal
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 240  Grading and Earthwork
- 241  Horizontal Saw Cutting of Sidewalk
- 242  Hydro Excavating
- 243  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 Poured-In-Place Playground Surfacing Installer

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.



To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

## **2.2 Contract Compliance**

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. 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, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

## 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE 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 SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division 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 SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

## **2.7 SBE Definition and Eligibility Guidelines**

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) 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 or arrangements that may be reflected in its ownership documents.
  
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

## SECTION D: SPECIAL PROVISIONS

### 2022 WARNER PARK INCLUSIVE PLAYGROUND CONTRACT NO. 9188

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 102.1: PRE-QUALIFICATION OF BIDDERS**

**Prior to beginning work on the contract, any combination of the General Contractor and subcontractor must be prequalified in both categories 262 Playground Installer and 399 Poured-In-Place Playground Surfacing Installer.** Those allowable combinations are as follows:

- 1) General Contractor (bidder) is presently prequalified in both Category 262 Playground Installer and Category 399 Poured-In-Place Playground Surfacing Installer.
- 2) General Contractor (bidder) is presently pre-qualified in Category 262 Playground Installer and his / her subcontractor becomes prequalified in Category 399 Poured-In-Place Surfacing Installer.
- 3) General Contractor (bidder) is presently pre-qualified in Category 399 Poured-In-Place Surfacing Installer and his / her subcontractor becomes prequalified in Category 262 Playground Installer.

All bidders and subcontractors should become familiar with the requirements to become prequalified, if bidding under #2 or #3 above. The Technical Requirements to meet for Category 399 Poured-In-Place Surfacing Installer are listed at the end of this specification. If bidding under #2 or #3 above, the General Contractor shall provide the name of the respective sub-contractor that will be attempting to become prequalified. This submittal shall be made within 1 working day of bid opening, to Project Manager Kate Kane (608-261-9671 or [kkane@cityofmadison.com](mailto:kkane@cityofmadison.com)) at the City of Madison Parks Department.

#### **PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR CATEGORY #399 POURED-IN-PLACE PLAYGROUND SURFACING INSTALLER:**

The scope of the installation at the 2022 Warner Park Inclusive Playground requires extensive knowledge in the installation of poured-in-place playground surfacing systems. The Contractor in this category must have experience with installation of poured-in-place playground surfacing projects of similar scope and scale to the work described in the plans and specifications.

A resumé of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Other: Poured-In-Place Playground Surfacing Installer.

To become prequalified in this Category, The Contractor must have prior poured-in-place playground surfacing installation experience.

Along with the Prequalification application, the Contractor shall submit the following:

1. Provide a minimum of 5 projects that include installation of poured-in-place playground safety surfacing and have employed personnel that will also be used on this project.
2. Provide three (3) references who can attest to the work performed on the projects cited above.

3. Proof of certification and/or training by the manufacturer of the proposed playground surfacing system.

Submission of the above information does not constitute qualification. Qualification may be denied for other portions of the prequalification application.

**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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

**ARTICLE 104: SCOPE OF WORK**

This project consists of installation of new playground equipment & benches, poured-in-place rubber playground surfacing, concrete curb edge restraint, asphalt paths and associated sitework at Warner Park.

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 playground equipment, benches and playground border timbers is excluded from the scope of this work.**

**SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increased Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

**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 SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE 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 SBE 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 SBE, 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 SBE 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 shall be responsible for setting all lines and/or grades required to complete the work for the 2022 Warner Park Inclusive Playground contract. **Contractor to note: for paths, the City shall provide offset stakes along one side, unless special circumstances such as large width or irregular geometry, as determined by the City, require additional stakes. The Contractor shall set any additional stakes, such as hubs at gravel grade.** Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

Utilities may exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction.

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

**The Contractor shall attend a pre-construction meeting prior to the start of construction. The City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.**

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 by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall contact Andy Peters, Playground Construction Inspector (608) 220-6501 each day to inform the Playground Construction Inspector regarding the progress of playground footing and equipment installation progress so that required inspections can occur prior to the completion of these items.

**SECTION 105.13: ORDER OF COMPLETION**

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all playground installation operations including poured-in-place playground surfacing installation.

**SECTION 108.2: PERMITS**

The following permits have been applied for by the City of Madison for the playground site:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater 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 note that street sweeping shall be incidental to this contract and will not be paid as a separate bid item. The Contractor is responsible for cleaning any material tracked into street.

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 Engineer or his designees.

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**

The Contractor is made aware that the start work date listed in the contract may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at discretion of the Engineer.

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 notice to do so that was given to the Contractor at the preconstruction meeting. 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. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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**

The Contractor shall begin work on the 2022 Warner Park Inclusive Playground contract on or before August 1, 2022 and shall be completed by October 31, 2022. **Contractor to note: poured-in-place playground surfacing must be installed by September 30, 2022 unless approved by the Engineer in writing.**

**SECTION 110.1: MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer. A significant change shall be considered more than a 30% change in quantities.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

**BID ITEM 10911 - MOBILIZATION**

**DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance 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.**

The Contractor is responsible for restoration of any damage to the site due to construction access.



## **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 Standard Specifications.

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 AutoCAD Civil 3D files containing the digital terrain models used for the earthwork calculations are available.

The proposal quantity was computed by AutoCAD Civil 3D surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil and placement of four (4) inches of playground surfacing over four (4) inches of gravel base course. 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 playground site and is incidental to this bid item.

Final playground subgrade must be within +/- 1". The Contractor shall contact the Engineer to proof subgrade.

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.

## **BID ITEM 20202 – FILL BORROW**

### **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 Standard Specifications.

The fill quantities for this contract have been computed by AutoCAD Civil 3D surface data volume. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil, and placement of four (4) inches of poured-in-place playground surfacing and four (4) inches of gravel base course for playground surfacing.

Distribution of fill made available through excavation cut shall be incidental to BID ITEM 20101 EXCAVATION CUT.

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

**BID ITEM 20217 – CLEAR STONE**

**DESCRIPTION**

This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE and does not include stone for construction of the underdrain.

**METHOD OF MEASUREMENT**

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Clear Stone 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, dispose and/or place topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary. Stripped topsoil quantities are identified in the Plans under Design Calculations and in the proposal page.

The topsoil quantities for this contract have been computed by AutoCAD Civil 3D surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil and placement of six (6) inches of proposed topsoil. Any additional topsoil material required beyond quantities available through stripped topsoil are included in the quantities for this bid item. The below topsoil quantities are provided for the Contractor's general reference only. The Contractor shall provide any additional topsoil required to complete the work based on bid tab quantities. Additional topsoil material beyond quantities available through stripped topsoil are incidental to this bid item.

Warner Park: 205 SY

Excess topsoil shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City or shall be used as import. 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.

**METHOD OF MEASUREMENT**

Topsoil shall be measured as each SY placed in the field 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 Standard Specifications. 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 site.

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

**Contractor to note – the City of Madison Playground Construction Inspector shall be called to inspect and approve the finish grade prior to seeding and mulching.**

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions

**BID ITEM 21017 - SILT SOCK (8 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.

**BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class I Urban Type A on all seeded disturbed areas as noted in the plans.

The Class and Type requirements match those of the Wisconsin Department of Transportation Product Acceptability List (PAL) nomenclature. Products listed in the PAL as Class I Urban Type A are all 100 percent biodegradable, and therefore do not need to be designated ORGANIC.

Work under this bid item shall be as set forth in the latest edition of the Standard Specifications, 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. 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.

Erosion Matting, Class I Urban Type A shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer 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.

## **BID ITEM 30304 – CONCRETE BORDER**

### **DESCRIPTION**

All concrete work shall comply with Part III of the Standard Specifications for Public Works Construction (2022 Edition). This work consists of furnishing and installing concrete border edge restraint including forming, reinforcing, concrete, and finishing in accordance with the plans and details. Crushed aggregate base course shall be paid separately under BID ITEM 40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2. Concrete wash-out area shall be considered incidental to this bid item.

The following items are incidental to this bid item:

- #3 rebar 12" on-center as indicated on the plans and details
- #3 rebar top and bottom continuous as indicated on the plans and details
- Control joints as indicated on plans and details (Contractor to provide final jointing plan to Engineer prior to construction).
- Broom finish as indicated on plans and details

### **METHOD OF MEASUREMENT**

Concrete Border shall be measured by the plan square foot quantity as listed in the proposal page without measurement thereof.

### **BASIS OF PAYMENT**

Concrete Border shall be paid for at the contract unit price per square foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

## **BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2**

### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install Crushed Aggregate Base Course Gradation No. 2 as shown in the plans and details and as described herein:

- 9 inches for asphalt path construction
- 6 inches for concrete border
- 4 inches for poured in place playground surface construction

All aggregate base course shall extend 6 inches beyond the proposed asphalt and concrete pavement edges and shall have 3 inches of topsoil and terrace seed over the extended gravel base to be paid for under BID ITEM 20221 – TOPSOIL and 20701 – TERRACE SEEDING for all asphalt paved paths, except for where the path meets the concrete edge at playground surface, both sides.

The Contractor shall contact Dan Rodman at 658-3087 at least 48 hours prior to proof subgrade elevations prior to paving.

### **METHOD OF MEASUREMENT**

Crushed Aggregate Base Course Gradation No. 2 shall be measured per Ton placed in the field as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

Crushed Aggregate Base Course Gradation No. 2 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 40202 – HMA PAVEMENT 4 LT 58-28 S**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install HMA PAVEMENT 4 LT 58-28 S asphalt at a thickness of three (3) inches. The asphalt may be laid in a single lift without the application of tack coat.

The proposal quantity was computed by AutoCAD Civil 3D surface data volume computations. It shall be the Contractor's responsibility to verify quantities and notify the Engineer if any changes are required.

#### **METHOD OF MEASUREMENT**

HMA PAVEMENT 4 LT 58-28 S shall be measured per Ton placed in the field as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

HMA PAVEMENT 4 LT 58-28 S 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 90001 - PLAYGROUND EQUIPMENT**

#### **DESCRIPTION**

This bid item shall be required to be performed by Contractor pre-qualified for playground installation (Prequalification Category# 262).

All play equipment **will be purchased by the City of Madison** and ordered for delivery from the vendors to the Contractor's pre-determined receiving location and/or Parks Goodman Maintenance Facility (1402 Wingra Creek Pkwy Madison, WI 53175). The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for securing all deliveries received at its location and insuring the completeness of all orders prior to installation. Contractor is required to inspect all deliveries received for damage and shall notify the Engineer when materials have been received and inspected. Inspection by the Contractor shall occur upon delivery. If materials are found to have been damaged upon delivery to Contractor, Contractor shall inform vendor and provide photographs of damage, and, if necessary, store the materials at the receiving location. If the materials are damaged after delivery to Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

The Contractor shall contact the Engineer within three (3) working days of receipt of the playground equipment to confirm equipment matches what was specified. Original packing slips from each shipment shall be provided to the Engineer.

The Contractor shall contact the City of Madison Playground Construction Inspector both prior to installation to coordinate exact date for playground installation and after installation is complete to verify correct layout.

**All playground equipment shall be installed prior to installation of 5" concrete at playground surfacing so that field adjustment, if necessary, of concrete edge can be made to respect**

**playground equipment use zones.** All installation of equipment shall adhere and conform to the installation specifications as provided by the playground manufacturers, and shall be further inspected by the City of Madison Playground Construction Inspector and manufacturer following installation. The Contractor is required to make any necessary adjustments to the play equipment installation determined by the City of Madison Playground Construction Inspector to rectify incorrect installation. Actual layout of play system and components to be installed shall comply with that shown in the plans and be confirmed in the field by Andy Peters, the City of Madison Playground Construction Inspector (220-6501) and Dan Rodman (658-3087), the City of Madison Parks Surveyor. Please allow 48 hours to schedule.

The Contractor shall contact the City of Madison Parks Surveyor throughout installation to verify that playground equipment is installed at the correct horizontal layout and vertical elevations with respect to the proposed playground surfacing elevation identified on the plans.

The playground shall be installed to the correct elevations as specified by the playground manufacturers and installation specifications to meet required elevations based on the finished playground surfacing elevations as shown on the plans. See Appendix A for the Manufacturers' Playground Equipment Installation Instructions. Appendix A is available as a separate downloadable file on Bid Express and shall be considered part of this contract.

#### **METHOD OF MEASUREMENT**

Playground Equipment Installation shall be measured by lump sum for the completed work as described above.

#### **BASIS OF PAYMENT**

Playground Equipment Installation shall be measured as described above and shall be paid 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. Playground equipment concrete footing installation, materials and excavation are incidental to this bid item.

#### **BID ITEM 90002 – POURED-IN-PLACE PLAYGROUND SURFACING**

##### **DESCRIPTION**

This bid item shall be performed by a Contractor prequalified in Category 399: Poured-In-Place Playground Surfacing Installer. This item shall include all necessary work, labor and incidentals required to obtain, receive, store, transport and install aliphatic rubber poured-in-place playground surfacing.

Poured-in-place playground surfacing shall be:

PlayBound Poured-In-Place applied using aliphatic urethane as manufactured by Surface America (P.O. Box 157, Williamsville NY 14231 (716) 632-8413 or (800) 999-0555 [www.surfaceamerica.com](http://www.surfaceamerica.com)) or Approved Equal

Proposed playground surfacing products must meet the following criteria:

- must carry a minimum ten (10) year limited warranty;
- must carry IPEMA Certification to ASTM F1292 standard for critical fall heights;
- surface / wear layer shall consist of recycled post-industrial Ethylene Propylene Diene Monomer (EPDM) rubber composed of 50% bright blue and 50% black colors
- basemat or cushion base shall be post-consumer recycled Styrene Butadiene Rubber (SBR) no less than 3.5" applied depth

Contractor shall order surfacing material for delivery from the proposed poured-in-place rubber vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the poured-in-place playground surfacing order prior to installation.

The poured-in-place playground surfacing shall be installed per the manufacturer's installation instructions to a depth of 4" for the entire playground surface, to include 0.5" of surface/wear layer and 3.5" of cushion base. Quantities identified in the proposal page describe installation of four (4) inches of poured-in-place rubber surfacing for the surface area of the install location.

Double handling, stockpiling and placing poured-in-place surfacing shall be incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Poured-In-Place Playground Surfacing shall be measured by the square foot quantity as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

Poured-In-Place Playground Surfacing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, labor, tools, equipment, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90003 – INSTALL BACKED BENCH**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install Thomas Steele Walden II 6' length backed bench (WDB2-6-RP) as manufactured by Graber Manufacturing, Inc., surface mounted at the locations specified on the plans.

All benches **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 shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation. Contractor is required to inspect all deliveries received for damage and shall notify the Engineer when materials have been received and inspected. Inspection by the Contractor shall occur upon delivery. If materials are found to have been damaged upon delivery to Contractor, Contractor shall inform vendor and provide photographs of damage, and, if necessary, store the materials at the receiving location. If the materials are damaged after delivery to Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

The Contractor shall contact the Engineer within three (3) working days of receipt of the benches to confirm equipment matches what was specified. Original packing slips from each shipment shall be provided to the Engineer.

All handling and installation shall be according to manufacturer's specifications. The complete installation specifications shall be included in the shipment of equipment from the vendor.

New benches shall be surface mounted to a 2'X5', 5" thick concrete slab as specified by the manufacturer's installation instructions. Concrete slabs for benches shall be paid for under BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK.

#### **METHOD OF MEASUREMENT**

Install Backed Bench shall be measured per each individual installed bench as listed in the proposal page.

## **BASIS OF PAYMENT**

Install Backed Bench 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 90004 – ORNAMENTAL METAL FENCE**

### **DESCRIPTION**

Work includes all labor, materials and equipment necessary to furnish and install decorative metal picket fencing per details and as shown on the Plan Sheet 2.2. All fittings, fasteners, concrete footings, and miscellaneous related items shall be incidental to this item.

**Basis of design for this fence is Ameristar Montage II, or approved equal. Proposed equivalents must be submitted to the Engineer for approval one week prior to bid.**

### **METHOD OF MEASUREMENT**

Construction Ornamental Metal Fence shall be measured as listed in the proposal page, acceptably completed at the contract unit listed under basis of payment acceptably complete.

### **BASIS OF PAYMENT**

Construction Ornamental Metal Fence shall be paid for at the contract price per linear foot and shall be full compensation for furnishing and installing all materials including concrete footings, hardware, and for all labor, equipment, tools and incidentals necessary to complete this item of work.

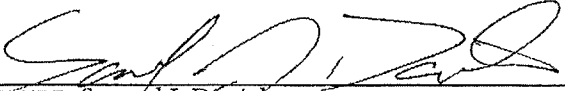
### **END OF SPECIAL PROVISIONS**



**SECTION E: BIDDERS ACKNOWLEDGEMENT**  
**2022 WARNER PARK INCLUSIVE PLAYGROUND**  
**CONTRACT NO. 9188**

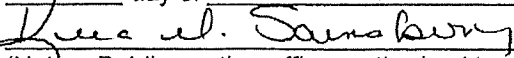
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
\_\_\_\_\_  
SIGNATURE Samuel J. Daniels  
\_\_\_\_\_  
President

\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
9<sup>th</sup> day of June, 2022.

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

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





Contract 9188 – Joe Daniels Construction C., Inc.

### **Section F: Best Value Contracting (BVC)**

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 for BVC (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 & 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.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

2022 WARNER PARK INCLUSIVE PLAYGROUND  
CONTRACT NO. 9188

Small Business Enterprise Compliance Report

This information may be submitted electronically through  
Bid Express or submitted with bid in sealed envelope.

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: Samuel J. Daniels - President

Prime Bidder Certification

I, Samuel J. Daniels President of  
Name Title

Joe Daniels Construction Co., Inc. certify that the information  
Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Kevin M. Sainsbury  
Witness' Signature

Samuel J. Daniels  
Bidder's Signature

June 9, 2022  
Date

**2022 WARNER PARK INCLUSIVE PLAYGROUND  
CONTRACT NO. 9188**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Madison Commercial Landscapes	Landscaping	12.0	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>12.0</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal Contractors who are suppliers:</b>		<u>-0-</u>	% x 0.6 = <u>-0-</u> % (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>		<u>12.0</u>	%.

**2022 WARNER PARK INCLUSIVE PLAYGROUND**

CONTRACT NO. 9188

DATE: 6/9/22

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

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10911 - MOBILIZATION - LS	1.00	\$7,500.00	\$7,500.00
20101 - EXCAVATION CUT - CY	236.00	\$31.90	\$7,528.40
20202 - FILL BORROW - CY	5.00	\$38.50	\$192.50
20217 - CLEAR STONE - TON	35.00	\$27.50	\$962.50
20221 - TOPSOIL - SY	205.00	\$19.80	\$4,059.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	36.00	\$22.00	\$792.00
20701 - TERRACE SEEDING - SY	325.00	\$2.75	\$893.75
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$495.00	\$495.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	167.00	\$8.80	\$1,469.60
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	325.00	\$3.85	\$1,251.25
21302 - CONSTRUCTION FENCE (PLASTIC) - LF	602.00	\$2.20	\$1,324.40
30301 - 5 INCH CONCRETE SIDEWALK - SF	50.00	\$20.00	\$1,000.00
30304 - CONCRETE BORDER - SF	986.00	\$27.00	\$26,622.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	242.00	\$103.00	\$24,926.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	10.00	\$600.00	\$6,000.00
90001 - PLAYGROUND EQUIPMENT - LS	1.00	\$16,500.00	\$16,500.00
90002 - PLAYGROUND SURFACING - POURED-IN-PLACE RUBBER - SF	7033.00	\$20.79	\$146,216.07
90003 - INSTALL BACKED BENCH - EA	5.00	\$275.00	\$1,375.00
90004 - ORNAMENTAL METAL FENCE - LF	321.00	\$190.00	\$60,990.00
<b>19 Items</b>	<b>Totals</b>		<b>\$310,097.47</b>







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

**Deputy City Engineer**  
 Gregory T. Fries, P.E.  
**Deputy Division Manager**  
 Kathleen M. Cryan  
**Principal Engineer 2**  
 John S. Fahrney, P.E.  
 Christopher J. Petykowski, P.E.  
 Janet Schmidt, P.E.  
**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 James M. Wolfe, P.E.  
**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect  
**Land Information & Official Map 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 WI \_\_\_\_\_ )  
 (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 1/1/2022 through 12/31/2023.

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.



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

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

of Madison, Wisconsin their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

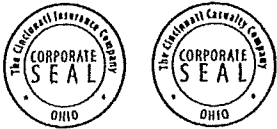
Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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.

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 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 Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.

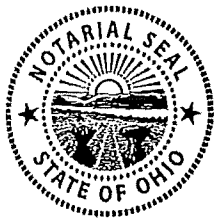


THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO )SS:  
COUNTY OF BUTLER )

Stephen A. Weidner

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

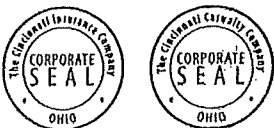


Keith Collétt

Keith Collétt, 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 and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, 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 Companies at Fairfield, Ohio, this 3rd day of January, 2022.



Ed [Signature]



## SECTION H: AGREEMENT

THIS AGREEMENT made this 13<sup>th</sup> day of July in the year Two Thousand and Twenty-Two 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 12, 2022, 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:

### 2022 WARNER PARK INCLUSIVE PLAYGROUND CONTRACT NO. 9188

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 THREE HUNDRED TEN THOUSAND NINETY-SEVEN AND 47/100 (\$310,097.47) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

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



**2022 WARNER PARK INCLUSIVE PLAYGROUND  
CONTRACT NO. 9188**

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

Countersigned:

Kea I. Sainsbury 7/13/2022  
 Witness Kea I. Sainsbury Date

Kea I. Sainsbury 7/13/2022  
 Witness Kea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO, INC.

Company Name  
Samuel J. Daniels 7/13/2022  
 President Samuel J. Daniels Date

Joseph A. Daniels 7/13/2022  
 Secretary Joseph A. Daniels Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
 Finance Director Date

[Signature] 7/20/22  
 Witness Date

Loren T. Peet 7/20/22  
 Witness Date

[Signature] 7/22/22  
 City Attorney Date

[Signature] 7/22/22  
 Mayor Date

[Signature] 7-20-22  
 City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we JOE DANIELS CONSTRUCTION CO, INC., as principal, and Joe Daniels Construction Co., Inc. Company of The Cincinnati Insurance Company as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THREE HUNDRED TEN THOUSAND NINETY-SEVEN AND 47/100 (\$310,097.47) 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:

**2022 WARNER PARK INCLUSIVE PLAYGROUND  
CONTRACT NO. 9188**

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 13th day of July 2022

Countersigned:

Kea I. Sainsbury  
Witness Kea I. Sainsbury

Joseph A. Daniels  
Secretary Joseph A. Daniels

Approved as to form:

Michael Haas  
City Attorney

JOE DANIELS CONSTRUCTION CO, INC.  
Company Name (Principal)  
Samuel J. Daniels  
President Samuel J. Daniels Seal no seal

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 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 13, 2022  
Date

Patrick A. McKenna  
Agent Signature Patrick A. McKenna



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

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

of Madison, Wisconsin their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

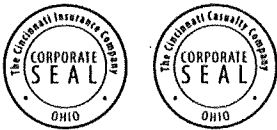
Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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.

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 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 Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

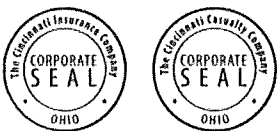


Keith Collett

Keith Collett, 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 and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, 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 Companies at Fairfield, Ohio, this 13th day of July, 2022



Ed H.

