

# URGENT

## Contract Routing Form

ROUTING: Urgent Rush

printed on: 09/26/2019

Contract between: Cream City Concrete Contractors  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Truck Scales Project

Contract No.: 8465  
Enactment No.: RES-19-00652  
Dollar Amount: 56,714.05

File No.: 57175  
Enactment Date: 09/23/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9.26.19	9-26-2019
Director of Civil Rights	9.26.19	9/27/19 MB
Risk Manager <i>see COI</i>	9.27.19	9.30.19 me
Finance Director	9.30.19	10.1.19 sm
City Attorney 1163	10-1-2019	10-1-19
Mayor	10.1.19	10.01.19

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

Original + 2 Copies

09/26/2019 14:15:56 enhjf - Rany Weisner 267-8679

*Call Heidi @  
6-4620 when completed.*

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

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8465  
TRUCK SCALES PROJECT

CREAM CITY CONCRETE CONTRACTORS

\$56,714.05

Acct. No. 11021-44-130:54250 (91223)  
Contingency 8%±

\$56,714.05  
4,535.95

GRAND TOTAL

\$61,250.00

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**File #:** 57175    **Version:** 1    **Name:** Awarding Public Works Contract No. 8465, Truck Scales Project.  
**Type:** Resolution    **Status:** Passed  
**File created:** 8/23/2019    **In control:** Engineering Division  
**On agenda:** 9/17/2019    **Final action:** 9/17/2019  
**Enactment date:** 9/23/2019    **Enactment #:** RES-19-00652  
**Title:** Awarding Public Works Contract No. 8465, Truck Scales Project. (14th AD)  
**Sponsors:** [BOARD OF PUBLIC WORKS](#)  
**Attachments:** 1. [Contract 8465.pdf](#)

[History \(3\)](#)   
 [Text](#)

3 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
9/17/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	<a href="#">Action details</a>	Not available
9/4/2019	1	BOARD OF PUBLIC WORKS			Not available	Not available
8/23/2019	1	Engineering Division	Refer		<a href="#">Action details</a>	Not available

Jurisdiction: Wisconsin

### Demographics

<b>Company Name:</b> West Bend Mutual Insurance Company	<b>NAIC CoCode:</b> 15350	<b>Short Name:</b>
<b>SBS Company Number:</b> 54218767	<b>State of Domicile:</b> Wisconsin	<b>FEIN:</b> 39-0698170
<b>Domicile Type:</b> Domestic	<b>Organization Type:</b> Mutual	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b>		<b>Date of Incorporation:</b> 01/01/1894
<b>Merger Flag:</b> No		

### Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States

### Phone, Email, Website

Phone	Email	Website								
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(262) 365-2512</td> </tr> <tr> <td>Fax Phone</td> <td>(262) 365-2770</td> </tr> <tr> <td>Business Primary Phone</td> <td>(262) 334-5571</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(262) 365-2512	Fax Phone	(262) 365-2770	Business Primary Phone	(262) 334-5571	No results found.	No results found.
Type	Number									
Business Primary Phone	(262) 365-2512									
Fax Phone	(262) 365-2770									
Business Primary Phone	(262) 334-5571									

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 05/01/1894
<b>Status:</b> Active	<b>Legacy State ID:</b> 110833	<b>Expiration Date:</b>
<b>Effective Date:</b> 10/19/1961	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 05/01/1894	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Show  entries Showing 1 to 4 of 6972 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
EUGENE RUDNICKI	774756	774756	Intermediary (Agent) Individual	Property	09/03/2019	09/03/2019	03/15/2020
EUGENE TARNEY	354899	354899	Intermediary (Agent) Individual	Property	06/22/2011	02/11/2019	03/15/2020
EUGENE RUDNICKI	774756	774756	Intermediary (Agent) Individual	Casualty	09/03/2019	09/03/2019	03/15/2020
EUGENE TARNEY	354899	354899	Intermediary (Agent) Individual	Casualty	06/22/2011	02/11/2019	03/15/2020

### Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/19/1961
Automobile	Automobile	10/19/1961
Disability Insurance	Disability Insurance	10/19/1961
Fidelity Insurance	Fidelity Insurance	10/19/1961
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/19/1961
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/19/1961
Miscellaneous	Miscellaneous	10/19/1961
Ocean Marine Insurance	Ocean Marine Insurance	10/19/1961
Surety Insurance	Surety Insurance	10/19/1961
Workers Compensation Insurance	Workers Compensation Insurance	10/19/1961

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		CHRISTOPHER ZWYGART			Other WEST BEND MUTUAL INSURANCE CO 1900 S 18TH AVE WEST BEND, WI United States County 53095

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	West Bend Mutual Insurance Company	

\$56,714.05  
CONTRACTOR'S OFFICE COPY

BID OF CREAM CITY CONCRETE CONTRACTORS, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TRUCK SCALES PROJECT

CONTRACT NO. 8465

PROJECT NO. 11021

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 17, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**TRUCK SCALES PROJECT  
CONTRACT NO. 8465**

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Exhibits available in Bid Express:

- Exhibit A: Plan Set
- Exhibit B: Specifications

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: rw

## 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:	TRUCK SCALES PROJECT
CONTRACT NO.:	8465
BID BOND	5%
PRE BID CONFERENCE (9:00 A.M.)	AUGUST 15, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 15, 2019
BID SUBMISSION (2:00 P.M.)	AUGUST 22, 2019
BID OPEN (2:30 P.M.)	AUGUST 22, 2019
PUBLISHED IN WSJ	AUGUST 8, & 15, 2019

**PRE-BID CONFERENCE:** The City of Madison is conducting one (1) Pre-Bid Walk Through session at the W. Badger Site, Thursday August 15, 2019 from 9:00AM to 10:00AM, meet near the project site. All contractors are encouraged to attend the walk through to become fully aware of existing site conditions.

Please use available street parking as there is no parking allowed within the public works yard. High Visibility vests should be worn as we will be in or near circulating site traffic.

**Questions and Clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "**Contract 8465 - Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **6:00PM on Friday, August 16, 2019**. No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

**Publishing Addendums:** The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or about 12:00PM, Tuesday, August 20, 2019 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

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

**BIDS TO BE SUBMITTED** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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



## STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### TRUCK SCALES PROJECT CONTRACT NO. 8465

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 102.8**      **EXAMINATION OF SITES OF WORK**

The City of Madison is conducting one (1) Pre-Bid Walk through session for this project at 1501 W. Badger Rd. on Thursday August 15, 2019 from 9:00am to 10:00pm. Please use street parking on W. Badger Rd. or Emil St., no parking is available on the site. A safety vest is required to be on site. Meet on site in the approximate location of the project.

#### **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 \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 103**      **AWARD AND EXECUTION OF THE CONTRACT**

The bidder must completely fill in the UNIT PRICE for each BID ITEM; the TOTAL BID for each BID ITEM; and the GRAND TOTAL of all BID ITEMS. The contract shall be awarded to the bidder having the lowest grand total.

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, September 19, 2019.** Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday September 18, 2019.

#### **ARTICLE 104**      **SCOPE OF WORK**

This contract is for excavation and reinforced concrete work necessary for the elevated ramps and scale foundation slab needed for the future installation of a truck weigh scale by others. The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition, the Contractor shall include all costs of disposal, equipment rental, utility service installations, temporary services, and any other costs whatsoever which may be required for execution of this contract. Costs of required permits shall be covered by the City of Madison. See Specification 00 31 46 for more information.

Other work associated with this contract will be performed by others (see Section 105.12 Cooperation by the Contractor for more information.

**SECTION 104.1      LANDS FOR WORK**

All work under this contract shall be conducted on Public Works lands operated by the City of Madison Streets Division and is located at 1501 W. Badger Rd. This site is jointly operated by City Engineering (1600 Emil St.) and the scale will be located next to the Engineering Service Building. The site is also an active waste/recycling drop off site for the general public during operating hours.

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

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

- The City of Madison Standard Specifications for Public Works Construction, 2019 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Exhibit A: Contract Plan Set
- Exhibit B: Miscellaneous Contract Specifications
  - 00 31 46                      Permits
  - 00 62 76.13                 Sales Tax Form
  - 01 31 13                      Project Coordination
  - 01 50 00                      Temporary Facilities and Controls
  - 01 76 00                      Protecting Installed Construction
  - 01 77 00                      Closeout Procedures

**SECTION 105.5      INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required regulatory inspections associated with items and installations during the execution of this contract.

The Contractor shall provide access to all of the work associated with this contract to the staff and consultants of the City design team.

**SECTION 105.6      CONTRACTORS RESPONSIBILITY FOR WORK**

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

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

Review Specification 01 31 13 Project Coordination for additional responsibilities.

**SECTION 105.9      SURVEY, POINTS, AND INSTRUCTIONS**

The contractor shall be responsible for project site layout and shall shift the layout north as needed so east/west footings are not bearing on east/west running storm sewer pipes (once exposed).

Vertical control shall be provided by City Engineering as they will also be installing new storm sewer for inlets shown on the plan.

**SECTION 105.12     COOPERATION BY THE CONTRACTOR**

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility. Review Specification 01 50 00 Temporary Facilities and Controls.

The Contractor shall review the site plan for site constraints and adjust his/her bid according to those constraints.

The site shall remain fully operational to City of Madison staff, work crews, and local residents utilizing the sites for waste/recycling drop off. The Contractor shall limit his daily operations within the construction zones specified. If additional short term space is needed the contractor shall make coordination through the City Project Manager a minimum of 3 business days in advance of needing the extra space.

The Contractor shall coordinate with and provide concrete, crew, and equipment for pouring the concrete into the scale pan after the Vendor has installed the scale equipment. Very strict State of Wisconsin Weights and Measures requirements apply to this pour and shall be done within the tolerances required by the scale vendor. See the plans and specifications for more details.

The Contractor shall work closely with the City Project Manager for the scheduling of all work being performed by others. Work by others shall include but not be limited to the following:

- Interior electrical & data work by City Engineering Division
- Exterior electrical and data work by City Engineering Division
- Asphalt patching & paving contracted separately by City Engineering Division
- Installation of the Midwest Guardrail System (MGS) contracted separately by City Engineering Division
- Inlet protection and maintenance contracted separately by City Engineering Division
- Final asphalt cleaning and street sweeping by City Streets Division

#### **SECTION 105.13      ORDER OF COMPLETION**

The Contractor shall be responsible for all means and methods associated with scheduling the completion of all work related with this contract to include but not be limited to incorporating work by others into their schedule as follows:

- After pouring the scale foundation pad, ramps and approaches the newly formed concrete is required to set for 28 days. 7 and 28 day concrete test reports shall be verified at the end of these periods
- After the 28 day test has been verified the Scale Installer shall install all components of the scale.
  - Scale installation shall include final electrical/data connections to the scale equipment by others.
- Upon completion of installing the scale components by the Scale Installer the Contractor shall order and pour the scale pan concrete to the standards and finish described in the plans.

#### **SECTION 105.15      SUBSTANTIAL COMPLETION**

The Contractor shall refer to Specification 01 77 00 Closeout Procedures for definitions and procedures related to Substantial Completion.

#### **SECTION 107.6      DUSTPROOFING (PARTICULATE MATTER CONTROL)**

The Contractor shall be responsible for complying with all Madison General Ordinances associated with controlling Particulate Matter.

#### **SECTION 108.2      PERMITS AND LICENSING**

The City of Madison is not exempt from any required permits and inspections.

- The Contractor is responsible for any applications, fees and permits associated with the excavation and installation of the concrete ramps, foundation, and approaches
- The Contractor is not responsible for permits and inspections of work being performed by others.
- The Contractor shall provide the City Project Manager with all of the following;
  - Notification of what application is being made, to what agency and when.



- o Cost of the application fee or completed permit fee
- o A copy of the completed permit

The City of Madison upon submitted application or completed review shall pay for all fees associated with the fee/permit.

Where a fee covers initial inspections associated with the permit the Contractor shall be responsible for paying for any fees associated with re-inspections.

The Project Manager through the Parking Lot and Site Review process has already secured the following Permits:

- City of Madison Erosion Control Permit
- City of Madison Storm Water Management Permit
- Wisconsin Department of Natural Resources (WDNR) NR216 Permit

The Contractor shall be responsible for notifying City Engineering of all information required to complete the above mentioned permits.

**SECTION 109.7            TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about October 7, 2019.

The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday November 29, 2019**. The construction closeout date is after all other work has been inspected and completed including installation of scale equipment and testing.

**SECTION 202.3(c)        SPECIAL COMPACTION**

See City of Madison Standard Specifications for Public Works Contracts for more complete information.

The City shall be responsible for providing independent testing performed by a licensed State of Wisconsin Soils Engineer.

Compaction shall meet the requirements specified in the Standard Specifications:

- All compaction shall be completed with vibratory type equipment. Compaction by ramming using a backhoe bucket will not be permitted.
- Compaction below the concrete ramps, approaches and scale foundation shall achieve a minimum of 1500psf bearing capacity at all sites.

**ARTICLE 210            EROSION CONTROL**

See City of Madison Standard Specifications for Public Works Contracts Article 210 for more complete information.

The Contractor shall include all costs for the materials, installation, maintenance, and removal of all storm water management Best Management Practices (BMP) required for each site.

The Contractor shall be required to perform all required inspections, reporting, corrective actions, and fines associated with the requirements of the permits and City of Madison Ordinances.

**SECTION 301.2        CONCRETE TESTING**

See City of Madison Standard Specifications for Public Works Contracts for more complete information.

The City shall be responsible for providing independent testing performed by a licensed State of Wisconsin Soils Engineer.

### **SECTION 301.10      CONCRETE WASTE MANAGEMENT**

Due to the close proximity of storm sewer structures at this site the Contractor shall only use pre-fabricated washout container for this contract.

The Contractor shall do all of the following:

- Provide sufficient containers, constructed and lined to city standards, to handle the washout requirements for the concrete delivery
- Monitor the washout operations to ensure drivers are properly using the devices and washout is being contained within the container
- Monitor the waste level in the container to ensure waste levels remain at least 6" below the top of the container
- Immediately clean any spillage and prevent spillage from reaching inlets, ponds, or wetlands. Remove any spillage contained within surrounding soils.

The Contractor shall review the entire Concrete Waste Management section of the City of Madison Standard Specifications for Public Works contracts for more information.

The cost of supplying containers and disposing of the concrete waste is incidental to the concrete bid items they are being used for (Bid Items 90002, and 90003).

### **STANDARD BID ITEMS**

**Note:** The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all standard bid items as described in the City of Madison Standard Specifications for Public Works Construction, 2019 Edition. The following Standard Bid Items described in these special provisions have been modified for this contract.

#### **BID ITEM 10701 – Traffic Control**

**DESCRIPTION:** BID ITEM 10701 shall include the installation, maintenance and removal of all barricades, construction fencing, barrels and signage necessary to separate the construction area from other areas of the public works yard. See the site plan for more information.

Where necessary the Contractor shall provide directional signage, flag person, and movable barricades to direct non construction related traffic around the construction zone.

**METHOD OF MEASUREMENT:** BID ITEM 10701 shall be measured as LUMP SUM of the entire contract as indicated in the plans and specifications for each site.

**BASIS OF PAYMENT:** BID ITEM 10701 shall be paid at the contract unit price for each site. Fifty (50) percent of this bid item shall be paid upon a completed installation for each site. Fifty (50) percent of this bid item shall be paid after removal of all traffic control items and acceptance of the contract for each site.

### **BID ITEM 10911 – Mobilization**

**DESCRIPTION:** BID ITEM 10911 shall include all work and operations, including temporary facilities, necessary to begin work at the Badger Road site.

**METHOD OF MEASUREMENT:** BID ITEM 10911 shall be measured as LUMP SUM for a complete unit of work. No additional mobilizations shall be authorized except where noted as being incidental to bid item 90003.

**BASIS OF PAYMENT:** BID ITEM 10911 shall be paid at the contract unit price. Fifty (50) percent of this bid item shall be paid upon completion of excavation and compaction of the new base. Fifty (50) percent of this bid item shall be paid after completion of all other work for each site except work associated with bid item 90003.

### **BID ITEM 20101 – Excavation**

**DESCRIPTION:** BID ITEM 20101 shall include the excavation and transportation of all existing virgin soil necessary to achieve the required depths indicated in the plans and details for each site as described below. This bid item does not include the removal/reuse of existing asphalt and base materials (see bid items 90000 and 90001).

- W. Badger Site: Contractor shall remove existing virgin soils to the required depth after removing the existing asphalt (bid item 90000) and existing pavement base/sub-base (bid item 90001). Transportation of removed soils is by the Contractor at this site.

After excavation all sites shall be compacted using vibratory roller or vibratory plate compactors appropriate for the site and area of excavation. NO ramming of backhoe buckets for compaction shall be permitted at any site.

Any sub-grade failing the test roll shall be removed under this bid item. Where additional removal is required the Contractor shall back fill the space with base materials as described by bid item 20214 or 20219 and directed by the City Project Manager.

Fifteen (15) cubic yards of UNDERCUT has been included in the total excavation quantities for this contract.

**METHOD OF MEASUREMENT:** BID ITEM 20101 shall be measured as CUBIC YARD (CY) for each site as calculated based on the plans and details. Additional excavation ordered by the City Project Manager shall be measured in cubic yards in its original position, computed by the method of average end areas. The contract quantity shall be adjusted upward accordingly to determine the final pay quantity.

**BASIS OF PAYMENT:** BID ITEM 20101 shall be paid at the contract unit price for all labor, equipment, tools, and incidentals necessary to complete the excavation work at each site.

### **BID ITEM 20214 – Select Fill, Crushed Stone**

**DESCRIPTION:** BID ITEM 20214 shall include all work and incidentals required to place, grade, and compact crushed stone fill as indicated in the plans and details for all site locations. Crushed stone fill for this contract shall be unwashed crushed stone, Gradation No. 3 (3/4").

**METHOD OF MEASUREMENT:** BID ITEM 20214 shall be measured as TON for a complete installation of this bid item for each site.

**BASIS OF PAYMENT:** BID ITEM 20214 shall be paid at the contract unit price for all labor, equipment, tools, hauling, and incidentals necessary to complete the crushed stone base work for each site.

### **BID ITEM 20219 – Breaker Run**

**DESCRIPTION:** BID ITEM 20219 shall include all work and incidentals required to place, grade, and compact breaker run sub base as indicated in the plans and details for the Sycamore and South Point #1 sites only. Breaker run base for this contract shall be crushed aggregate, Gradation No. 5.

Compaction shall meet the requirements specified in the Standard Specifications. The Contractor shall be responsible for providing independent testing and final reports prior to installing Bid Item 20214 Select Fill-Crushed Stone at each site. Testing shall be incidental to this bid item.

Where undercut has been ordered by the City Project Manager the Contractor shall install and compact additional breaker run sub base.

**METHOD OF MEASUREMENT:** BID ITEM 20219 shall be measured as TON for a complete installation of this bid item for each site.

**BASIS OF PAYMENT:** BID ITEM 20219 shall be paid at the contract unit price for all labor, equipment, tools, hauling, and incidentals necessary to complete the breaker run sub-base work for each site.

### **NON STANDARD BID ITEMS**

### **BID ITEM 90000 – Remove Existing Asphalt Pavement**

**DESCRIPTION:** BID ITEM 90000 shall include the sawcutting, removal, and disposal of existing asphalt pavement for each site as indicated in the plans and details.

Sawcutting of existing asphalt pavement shall be to full depth using equipment and methods as described in the Standard Specifications.

- The asphalt edges at all sites shall be protected to prevent breakage for a clean line meeting the new concrete or asphalt paving being installed. If breakage of the asphalt edge occurs the Contractor shall be responsible for re-cutting the edge and providing additional pavement materials as needed at no additional cost to the Contract.

The Contractor shall be responsible for the legal disposal or recycling, including hauling and disposal fees, of all asphalt pavements removed under this contract.

**METHOD OF MEASUREMENT:** BID ITEM 90000 shall be measured as SQUARE FOOT (SF) of existing asphalt pavement being removed for each site.

**BASIS OF PAYMENT:** BID ITEM 90000 shall be paid at the contract unit price for all labor, and equipment necessary to perform this work at each site.

**BID ITEM 90001 – Excavate and Reinstall Existing Base Material**

**DESCRIPTION:** BID ITEM 90001 shall include all of the following:

- Excavation of existing base and sub-base material from the project area.
- Separation and stockpiling existing base and sub-base on site, including providing silt sock around pile perimeters and tarping of stock piles.
- Reinstallation of existing base and sub-base materials and compaction in lifts not to exceed 6".

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as CUBIC YARD (CY) for each site as indicated in the plans and specifications. Silt sock, tarp materials, hauling and tipping fees shall be incidental to this bid item.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price for each site for all labor, equipment, and incidentals required to excavate, stockpile, reinstall, and compact the existing base materials. 45% at removal/stockpile, 45% after re-install, 10% after stockpile area has been brushed clean.

**BID ITEM 90002 – Concrete Work (Ramps and Scale Foundation Slab)**

**DESCRIPTION:** Bid Item 90002 shall include all forming, reinforcing bar (rebar) installation, miscellaneous steel installation, and concrete finishing needed to install the ramps, approaches, scale foundation slab, remote display pole slab, and antenna pole slab as indicated in the plans and details. All rebar shall be epoxy coated in sizes and lengths noted in the rebar schedule of the plan set. Lengths noted are design lengths, Contractor is responsible for providing sufficient material for required lapping of all bars.

The Contractor shall provide the City Project Manager with concrete mix specifications and rebar submittals for approval before beginning excavations at any site.

The Contractor shall notify the City Project Manager to review the installed forms, rebar, and under slab drain piping before each concrete pour. At the Contractors discretion the ramps, approaches, and scale foundation may be poured as a single monolithic pour.

The Contractor shall be responsible for ordering, pouring and finishing the concrete associated with this bid item. The concrete shall be 4000psi at 28 days strength and shall have a broom sweep finish. The Contractor shall notify the City Project Manager a minimum of 2 working days prior to any concrete pour for coordinating concrete testing.

The Contractor shall notify the City Project Manager and the Scale Contractor within 24 hours of completing the concrete ramps, approaches and foundation. The City of Madison shall provide 7 and 28 day test reports on all concrete pours for each site to the Contractor and the Scale Installer.

**METHOD OF MEASUREMENT:** Bid Item 90002 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above for each site.

**BASIS OF PAYMENT:** Bid Item 90002 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Twenty-five (25) percent of this bid item may be paid after delivery of reinforcing and miscellaneous steel for each site. Seventy-five (75) percent of this bid item shall be paid upon completion of the work described above for each site.

### **BID ITEM 90003 – Concrete Work (Scale Pan)**

**DESCRIPTION:** Bid Item 90003 shall include the concrete pouring and finishing required inside of the scale pan being installed by others.

The Scale Installer cannot install the scale load cell plates, load cells, and steel scale pan until all previous concrete has been allowed to cure for 28 days. The Scale Installer shall provide the City Project Manager and the Contractor notice that the pan installation is complete. The Contractor shall then remobilize within 5 working days to pour and finish the scale pan concrete.

The Contractor shall be responsible for ordering, pouring and finishing the scale pan concrete. The concrete shall be 4000psi at 28 days strength, have a 1" longitudinal crown down the centerline of the pan width and shall have a broom sweep finish. The Contractor shall verify all concrete requirements with the Scale Installer prior to ordering the concrete.

The Contractor shall notify the City Project Manager a minimum of 2 working days prior to any concrete pour for coordinating concrete testing. The City of Madison shall be responsible for providing 7 and 28 day test reports for the concrete scale pan pour.

**METHOD OF MEASUREMENT:** Bid Item 90003 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above for each site.

**BASIS OF PAYMENT:** Bid Item 90003 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, and remobilization associated with completing the work described above for each site.

### **POINTS OF CONTACT**

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

Randy Wiesner  
PH: (608) 267-8679  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)  
210 Martin Luther King Jr. Blvd  
Room 115  
Madison, WI 53703

SECTION E: BIDDERS ACKNOWLEDGEMENT

TRUCK SCALES PROJECT  
CONTRACT NO. 8465

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.

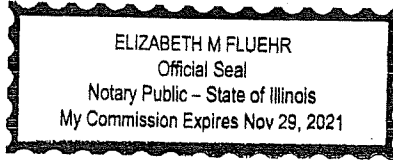
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. 8465 through 8465 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 Cram City Concrete Contractors (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of ILLINOIS a partnership consisting of N/A; an individual trading as N/A; of the City of Rockford State of ILLINOIS; 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]  
SIGNATURE

PRESIDENT  
TITLE, IF ANY

Sworn and subscribed to before me this 23 day of August, 2019.

Elizabeth M. Fluehr  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 11-29-21



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





**SECTION F: BEST VALUE CONTRACTING**

**TRUCK SCALES PROJECT  
CONTRACT NO. 8465**

**Best Value Contracting**

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

NONE

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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.

**TRUCK SCALES PROJECT  
CONTRACT NO. 8465**

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

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

**PROPOSAL**  
**Truck Scales**  
**PROJECT 11021-44-130 - CONTRACT NO. 8465**

ITEM	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL BID
<b><u>Base Bid - W. Badger Road. Site</u></b>					
10701	Traffic Control	1.00	LUMP SUM		\$ 1500.00
10911	Mobilization	1.00	LUMP SUM		\$ 1200.00
20101	Excavation Cut	155.00	CY	38.70	\$ 5998.50
20214	Select Fill, Crushed Stone, Grade #2	300.00	TON	25.00	\$ 7500.00
20219	Breaker Run Base, Grade #5	21.00	TON	23.80	\$ 499.80
21017	Silt Sock (8 inch) - Complete	300.00	LF	5.43	\$ 1629.00
90000	Remove Existing Asphalt Pavement	3,000.00	SF	2.03	\$ 6090.00
90001	Excavate and Re-install Existing Base Material	100.00	CY	16.00	\$ 1600.00
90002	Concrete Work (Ramps & Scale Foundation Slab)	2,000.00	SF	12.85	\$ 25700.00
90003	Concrete Work (Scale Pan)	575.00	SF	8.19	\$ 4696.15
<b>BADGER ROAD SITE TOTAL</b>					<b>\$ 56714.05</b>

## SECTION G: BID BOND

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

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

### TRUCK SCALES PROJECT CONTRACT NO. 8465

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

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

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

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

Seal PRINCIPAL

Cream City Concrete Contractor Inc.

Name of Principal



8/23/19

By

Date

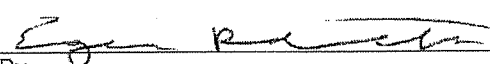
Scott Anderson - Owner

Name and Title

Seal SURETY

West Bend Mutual Insurance Company Inc.

Name of Surety



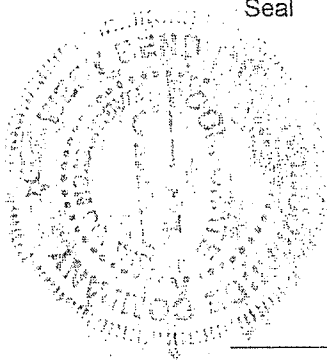
8/23/19

By

Date

Eugene Rudnicki - Owner Beth & Rudnick Insurance Agency Inc.

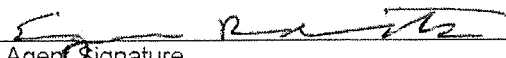
Name and Title



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 774756 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

8/23/19

Date



Agent Signature

5411 East State St.

Address

Rockford, IL 61108

City, State and Zip Code

815 399 6690

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Eugene Rudnicki

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
Juli A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate. Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of August, 2019



Heather Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 18 day of September in the year Two Thousand and Nineteen between CREAM CITY CONCRETE CONTRACTORS, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 17, 2019, 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:

### TRUCK SCALES PROJECT CONTRACT NO. 8465

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FIFTY-SIX THOUSAND SEVEN HUNDRED FOURTEEN AND 05/100 (\$56,714.05) 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)(l), 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.

**TRUCK SCALES PROJECT  
CONTRACT NO. 8465**

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:

Kathy Kinched                      09/13/19  
Witness                                      Date

\_\_\_\_\_  
Witness                                      Date

CREAM CITY CONCRETE CONTRACTORS, INC.

Company Name

[Signature]                                      9-13-19  
President                                      Date

\_\_\_\_\_  
Secretary                                      Date

CITY OF MADISON, WISCONSIN

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

[Signature]                      10-1-19  
Finance Director                                      Date

[Signature]                      10-01-19  
Witness                                      Date

[Signature]                      9-26-19  
Witness                                      Date

Approved as to form:

[Signature]                      10-01-19  
City Attorney                                      Date

[Signature]                      10-01-19  
Mayor                                      Date

[Signature]                      9-26-19  
City Clerk                                      Date

### SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we CREAM CITY CONCRETE CONTRACTORS, INC. as principal, and West Bend Mutual Insurance Company of West Bend, Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIFTY-SIX THOUSAND SEVEN HUNDRED FOURTEEN AND 05/100 (\$56,714.05)** 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:

### TRUCK SCALES PROJECT CONTRACT NO. 8465

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 18th day of September, 2019

Countersigned:

[Signature]  
Witness

CREAM CITY CONCRETE CONTRACTORS, INC.  
Company Name (Principal)  
[Signature]  
President Seal

Secretary

Approved as to form:

[Signature]  
City Attorney

West Bend Mutual Insurance Company  
Surety  
 Salary Employee     Commission Seal  
By [Signature]  
Attorney-in-Fact Eugene Rudnicki

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 774756 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 18, 2019  
Date

[Signature]  
Agent Signature



## Acknowledgment of Corporate Surety

STATE OF Illinois )

ss

County of Winnebago )

On this 18th day of September, 20 19, before me appeared Eugene Rudnicki to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Tina M. Kimberly  
Notary Public

County of Winnebago, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2418679

**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Eugene Rudnicki

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

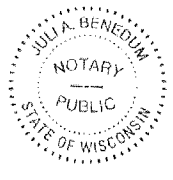
Attest Christopher C. Zwygart  
**Christopher C. Zwygart**  
Secretary



Kevin A. Steiner  
**Kevin A. Steiner**  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
**Juli A. Benedum**  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 18th day of September, 2019.



Heather A. Dunn  
**Heather Dunn**  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.