



Legislation Details (With Text)

File #: 61179 **Version:** 1 **Name:** Awarding Public Works Contract No. 8891, Sycamore Truck Scale Project.

Type: Resolution **Status:** Passed

File created: 7/1/2020 **In control:** Engineering Division

On agenda: 7/21/2020 **Final action:** 7/21/2020

Enactment date: 7/27/2020 **Enactment #:** RES-20-00509

Title: Awarding Public Works Contract No. 8891, Sycamore Truck Scale Project. (17th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8891.pdf, 2. 8891 Contract.pdf

Date	Ver.	Action By	Action	Result
7/21/2020	1	COMMON COUNCIL		
7/8/2020	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
7/1/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for the Sycamore Truck Scale Project at a total cost of \$284,300 including contingency. The Engineering Division plans to introduce a budget amendment to Common Council on July 14, 2020 (Legistar File 61195) to transfer the funds necessary for this contract. Full budget authority for the contract will not be available in Munis project 13194 until the Council adopts the budget transfer amendment on July 21, 2020.

Awarding Public Works Contract No. 8891, Sycamore Truck Scale Project. (17th AD)

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

BE IT RESOLVED, that the awarding of Contract No. 8891, Sycamore Truck Scale Project, will be contingent on the approval of a separate resolution by the Common Council to amend the 2020 Capital Budget in order to provide the necessary funding. In the event that the Common Council does not approve the budget amendment, the contract will not be awarded.

See attached document (Contract No. 8891) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8891
SYCAMORE TRUCK SCALE PROJECT

JOE DANIELS CONSTRUCTION CO., INC.

\$263,244.00

Acct. No. 13194-401-140: 53310 (90924)
Contingency 8%±
Sub-Total

\$263,244.00
21,056.00

GRAND TOTAL

\$284,300.00

Jurisdiction: Wisconsin

Demographics

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

Address

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

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

Company Type

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

Appointments

Show entries Showing 1 to 2 of 3323 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	08/17/2007	01/15/2020	03/15/2021
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	08/17/2007	01/15/2020	03/15/2021

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

\$263,244.00
ORIGINAL

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SYCAMORE TRUCK SCALE PROJECT

CONTRACT NO. 8891

PROJECT NO. 11021

MUNIS NO. 11021

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 21, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1
SECTION B: PROPOSAL SECTION..... B-1
SECTION C: SMALL BUSINESS ENTERPRISE..... C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT.....E-1
SECTION F: BEST VALUE CONTRACTING.....F-1
SECTION G: BID BOND..... G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

Exhibits:

- Exhibit A: Contract Plan Set
- Exhibit B: Miscellaneous Contract Specifications

This Proposal, and Agreement have
been prepared by:

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



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

RFP: 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:	SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO.:	8891
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PRE BID CONFERENCE (11:00 A.M., 4602 SYCAMORE AVE.	June 15, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	June 18, 2020
BID SUBMISSION (2:00 P.M.)	June 25, 2020
BID OPEN (2:30 P.M.)	June 25, 2020
PUBLISHED IN WSJ	June 4, 11 & 18, 2020

SBE PRE BID MEETING: Due to COVID-19 health impacts, 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, jtorresmeza@cityofmadison.com. See the Bid Express website (www.bidexpress.com) for additional information.

PRE-BID CONFERENCE: The City of Madison is conducting one (1) Pre-Bid Walk Through session at the project site. All contractors are encouraged to attend the walk through to become fully aware of existing site conditions.

This is the only time contractors shall be allowed access to non-public areas of the project area. You may review public areas at any time during normal operating hours.

Please use available street parking. 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 8891 - Questions and Clarifications**” in the subject line.

The **deadline** for receiving questions and clarifications shall be **6:00PM on Thursday, June 18, 2020**. 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, June 23, 2020 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 on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. 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 - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

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.

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. 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
SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891

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 a Pre-Bid Walk through session for this project located at 4602 Sycamore Ave. on Monday June 15, 2019 from 11:00am to 12:00pm. Please be aware of the following:

- a. Street parking or use parking lot across the street, no parking is available on site
- b. Safety vest is required to be on site.
- c. 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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 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 and total bid for each bid item shown on the proposal page and provide the grand total at the bottom of the page.

After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. This contract shall be awarded to the lowest bidder whose grand total bid that is below the Construction Budget Dollar Value.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, July 23, 2020**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday July 22, 2020.

ARTICLE 104 **SCOPE OF WORK**

This contract is for site preparation required in advance of the installation of truck weigh scales being installed by a different vendor. Site preparation shall include but not be limited to excavation, placement of select fill, electrical rough-in, concrete forming and pouring, asphalt paving, precast retaining wall installation, and other work as outlined in the plans and specifications. The contractor shall review all of the plans and specifications thoroughly to understand the complete detailed scope of this contract for each site.

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.

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 located at 4602 Sycamore Ave.

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, 2020 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 be responsible for contacting the City's testing vendor for all compaction testing and concrete sampling. The City will be paying the testing agency directly for services performed; **the Contractor SHALL NOT include any testing services in their bid for these services.**

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 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 establishing all survey staking, reference points and bench marks required to complete this contract.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc. as necessary for this contract. 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 location shall remain fully operational to City of Madison staff, work crews, and local residents utilizing the site 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.

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
 - During this time the Contractor may work on other site requirements at his/her discretion
- After the 28 day test has been verified the Scale Installer shall install all components of the scale and the Electrical Subcontractor shall work with the scale contractor to make all final connections to the scale equipment.
- 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 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor shall review this section of the City Standard Specifications for Public Works and the amendments noted in Section 3.3 of Specification 01 76 00 Protecting Installed Construction.

SECTION 108.2 PERMITS AND LICENSING

The Contractor shall be responsible for all applications of permits including any required attachments that may be required for the execution of this contract; except as noted below.

- The Contractor shall work with all sub-contractors to know which applications are being made, to what agency, and when and notify the City Project Manager to arrange payment of permits.

- The Contractor shall provide the City Project Manager with a copy of all of the following;
 - Notification of what application is being made, to what agency and when.
 - Cost of the application fee or completed permit fee
 - 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. **The Contractor SHALL NOT include the costs of any regulatory permits in his/her bid totals.**

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 August 17, 2020.

The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday November 6, 2020.** See Exhibit B, Specification 01 77 00 for the definition of construction Closeout.

SECTION 202.2(D) CLEAR STONE

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

The Contractor shall install clear washed stone behind the precast concrete retaining wall on this project for drainage. Stone shall be Gradation #2, size not to exceed 1-1/4".

SECTION 202.3(C) SPECIAL COMPACTION

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

The Contractor shall be responsible for contacting the City's testing vendor for all compaction testing and concrete sampling. The City will be paying the testing agency directly for services performed so **the Contractor SHALL NOT include any testing services in their bid for these services.**

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 retaining wall at the Sycamore Site shall achieve a minimum of 3000psf bearing capacity.
- Compaction below the concrete ramps, approaches and scale foundation shall achieve a minimum of 1500psf bearing capacity.

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 210.1(C) STREET SWEEPING

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

The Contractor shall perform street sweeping as often as necessary to maintain clean asphalt surfaces on the site and Sycamore Ave. wherever the tracking clearly indicates it is contract related. The site has newer asphalt pavement and is used by the general public daily for waste and recycling drop off. The Contractor shall loosen and remove any soil compacted to the pavement prior to beginning sweeping operations.

Street Sweeping shall not be limited to the immediate work area of the site but shall also include the circulation areas of construction vehicles within the site, and entrance and exit points into the site, and any tracking from the site onto adjacent public streets or access roads.

SECTION 301.10 CONCRETE WASTE MANAGEMENT

Due to the close proximity of this to storm sewer structures and retention ponds the Contractor shall only use pre-fabricated washout containers for this contract. Use of lined excavated areas will not be permitted on this site.

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. 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 90004, 90006, and 90007).

SECTION 403.5 ASPHALT TACK COAT

It is anticipated that all new asphalt pavement layers shall be placed on the same day. If paving takes place over multiple days the Contractor shall provide and install tack coat per the Standard Specifications at their own expense.

Asphalt tack coat shall be applied to all existing asphalt and concrete edges prior to placing new asphalt. The cost of the applying tack coat to edges of existing asphalt is incidental to installing the new asphalt.

SECTION 403.5 ASPHALT LOWER LAYER

The new asphalt lower layer shall be a 3-1/2 inch average compacted thickness of 3 MT 58-28 S.

SECTION 403.5

ASPHALT UPPER LAYER

The new asphalt lower layer shall be a 2 inch average compacted thickness of 4 MT 58-28 H.

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, 2020 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, trench covers, and signage necessary to separate the construction area from other areas of the public works yard being used by the public and city employees. See the site plan for specific locations and requirements.

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.

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

BID ITEM 10911 – Mobilization

DESCRIPTION: BID ITEM 10911 shall include all work and operations, including temporary facilities, necessary to begin work.

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 90007.

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 twenty-five (25) percent of the contract sub-total. Fifty (50) percent of this bid item shall be paid after completion of all other work except work associated with bid item 90007.

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 this site as described below.

- The Contractor shall excavate existing virgin soil and stockpile on site, for reuse, a quantity sufficient for backfilling the precast concrete retaining wall (see bid item 90002).
- The Contractor shall excavate, transport and properly dispose of all other soils required to achieve necessary grades for construction and fill operations.

After excavation the site 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.

The Contractor shall test roll the new sub-grade after compaction prior to installing the base course. Test rolling shall be performed as described in Section 201.2(c) of the Standard Specifications and all costs of test rolling is incidental to the successful acceptance of this bid item. The Contractor shall notify the City Project Manager a minimum of 2 working days prior to the test roll for coordination of witnessing the test roll. 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.

METHOD OF MEASUREMENT: BID ITEM 20101 shall be measured as CUBIC YARD (CY) 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.

BID ITEM 20109 – Finish Grading

DESCRIPTION: BID ITEM 20109 shall include the installation of previously excavated dirt fill and final grading to the finish grades shown in the plans and details for this site. Finish grading shall be complete, ready for seeding and matting and approved by the City Project Manager prior to beginning the seeding and matting bid items.

METHOD OF MEASUREMENT: BID ITEM 20109 shall be measured as LUMP SUM based on the plans and details.

BASIS OF PAYMENT: BID ITEM 20109 shall be paid at the contract unit price for all labor, equipment, tools, and incidentals necessary to complete the final grading work.

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. 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. The Contractor shall provide the City Project Manager with a copy of each weigh ticket. The weigh ticket shall clearly identify the source, fill type, and quantity.

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.

BID ITEM 20217 – Clear Stone

DESCRIPTION: BID ITEM 20217 shall include all work and incidentals required to place, grade, and compact crushed stone fill as indicated in the plans and details. Clear stone fill for this contract shall be washed crushed stone, Gradation No. 1 (1-1/2" to 2-1/2").

METHOD OF MEASUREMENT: BID ITEM 20217 shall be measured as TON for a complete installation of this bid item. The Contractor shall provide the City Project Manager with a copy of each weigh ticket. The weigh ticket shall clearly identify the source, fill type, and quantity.

BASIS OF PAYMENT: BID ITEM 20217 shall be paid at the contract unit price for all labor, equipment, tools, hauling, and incidentals necessary to complete the clear stone work.

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. 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 ensuring compaction testing and final reports prior to installing Bid Item 20214 Select Fill-Crushed Stone.

METHOD OF MEASUREMENT: BID ITEM 20219 shall be measured as TON for a complete installation of this bid item. The Contractor shall provide the City Project Manager with a copy of each weigh ticket. The weigh ticket shall clearly identify the source, fill type and quantity.

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.

BID ITEM 50226 – Utility Trench Patch Type III

DESCRIPTION: BID ITEM 50266 shall be for all electrical trench work in paved areas. All of the following shall apply to this bid item:

- Saw cut, remove and dispose of existing asphalt pavement. Utility trench width shall be approximately 2'-0" in width to accommodate laying all required electrical conduits flat. Stacking of conduits will not be permitted.
- Excavate trench to a depth of 2'-6" below finished grade.
 - Coordinate with the Electrical Sub-Contractor for work associated with Bid Item 90004 Electrical Work (Exterior).
- Backfill trench with existing excavated fill. Compact trench in 6" lifts.
- Install new pavement in trench. Pavement shall be same mix and thickness as Bid Items 40201 and 40205.
- Temporary trench covers shall be provided by the contractor as needed until paving is complete. Temporary trench covers are incidental to this item.

METHOD OF MEASUREMENT: BID ITEM 50226 shall be measured as TRENCH FOOT (TF) for the complete unit of work described above.

BASIS OF PAYMENT: BID ITEM 50226 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

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 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 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.

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

BID ITEM 90001 – Precast Concrete Retaining Walls

DESCRIPTION: Bid Item 90001 shall be for the installation of all precast concrete retaining walls as shown on the plans and details. Plans are based on Wieser Concrete retaining wall panel dimensions. The Contractor shall be responsible for adjusting all plan and detail dimensions for approved equals.

- All precast concrete "T" and "L" walls shall be as manufactured by Wieser Concrete of Portage WI, or Crest Precast Inc of La Crescent MN, no other alternates will be considered.
- All manufacturers shall provide final shop drawings, specifications, and installation details for their product per the City's proposed plan.
 - Shop drawings shall be stamped by an Engineer registered in the State of Wisconsin for their product. Design engineer shall be responsible for ensuring product meets all design loads associated with the intent of the contract and details provided.
 - Final shop drawings shall be reviewed by the City's Project Manager to ensure product information has not changed since preapproval. The Contractor is responsible for all adjustments caused by product dimensioning and product cross sections.
- The Contractor shall be responsible for ordering, coordinating shipment, unloading, site storage, and installation of all wall sections and miscellaneous materials required by the manufacturers shop drawings, specifications, and installation details.

METHOD OF MEASUREMENT: Bid Item 90001 shall be measured as LUMP SUM for a complete installation of the precast concrete retaining wall. Installation shall include all equipment, labor and incidental materials required to complete the installation, shop drawings, shipping, off loading, and other incidentals associated with providing and installing the retaining wall panels. The Contractor is responsible for verifying all quantities of panel configurations by type with the product manufacturer prior to ordering and installation.

BASIS OF PAYMENT: Bid Item 90001 shall be paid at the contract unit price. A maximum of ten (10) percent of this bid item may be paid after successful acceptance of the shop drawings by the City Project Manager. Additional partial payments may be paid after delivery and installation on site has begun. Partial payments will be representative of materials received and placed. Max 25% for completed order ready to ship, provide invoices, shipping manifests and pictures of completed product. No partial payments will be permitted for placing orders.

BID ITEM 90002 – Electrical Work (Interior)

DESCRIPTION: Bid Item 90002 shall include all of the following interior electrical work. Refer to the electrical schematic on plan sheet 8 for interior wiring requirements.

1. Provide and install a 110 Volt, 20 Amp dedicated circuit in the designated electrical panel. Properly label the circuit on the panel door as "Dedicated-Scale Equipment Only".
2. Provide and install a 1" conduit run and wiring from the designated electrical panel to the Scale Installers (PC Panel) interface box.
3. Provide and install a 1" conduit run and CAT 5 cable from the designated IT switch to the PC Panel.
4. Provide and install two (2) 110V, 20Amp GFCI outlets adjacent to the PC Panel.
5. Provide and install 1" conduits as indicated on the schematic. Connect conduits as needed to outlets, PC Panel and other equipment. Verify the number of conduits required to complete the work with the scale installer.
6. Provide all cutting and patching to get required conduits from the electrical panel and the IT switch locations to the PC Panel and to the exterior side of the building wall.

7. Install and connect all cables and wires provided by the scale installer. Connections to scale equipment shall be by the scale installer.
8. Installation of all conduit shall include all boxes, wire, hangers, and other miscellaneous materials required to complete the installation of each conduit run.

METHOD OF MEASUREMENT: Bid Item 90002 shall be measured as LUMP SUM for a complete code compliant installation described above and as shown in the plans.

BASIS OF PAYMENT: Bid Item 90002 shall be paid at the contract unit price for all labor, materials, and equipment required to complete the installation described above. Partial payments may be approved by the City Project Manager based on the percentage of interior electrical work completed.

BID ITEM 90003 – Electrical Work (Exterior)

DESCRIPTION: Bid Item 90003 shall include all of the following interior electrical work. Refer to the electrical schematic on plan sheet 8 for exterior wiring requirements:

1. The Electrical Contractor shall bid this item for the electrical work and materials only. Bid Item 50226 shall be used for external trenching between the building and the scale foundation. Responsibility for trenching shall be coordinated with the general contractor bidding the contract. Trenching shall be bid as Bid Item 50226 only.
2. Provide and install 1" conduit runs from the PC Panel and the electrical junction box to the concrete scale foundation slab (scale junction box area), antenna pole slab, and remote display slabs as indicated in the electrical schematic on plan sheet 8.
3. Provide and install suitable large radius sweeps as required on each conduit run that is suitable for the wire gauges being used.
4. Provide and install weather proof (WP) outlets and covers as noted in the schematic for power cords of scale equipment.

METHOD OF MEASUREMENT: Bid Item 90003 shall be measured as LUMP SUM for a complete code compliant installation described above and as shown in the plans.

BASIS OF PAYMENT: Bid Item 90003 shall be paid at the contract unit price for all labor, materials, and equipment required to complete the installation described above for each site. Partial payments may be approved by the City Project Manager based on the percentage of interior electrical work completed.

BID ITEM 90004 – Concrete Work (Ramps and Scale Foundation Slab)

DESCRIPTION: Bid Item 90004 shall include all forming, reinforcing bar (rebar) installation, miscellaneous steel installation, under slab drain piping, concrete pouring, and concrete finishing needed to install the ramps, approaches, and scale foundation slab 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 excavation.

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 3000psi at 28 days strength and shall have a broom sweep finish. The Contractor shall notify the City Project Manager and the Scale Contractor within 24 hours of completing the concrete ramps, approaches and foundation. Provide 7 and 28 day test reports on all concrete pours to the City Project Manager and the Scale Installer.

Under slab drain piping shall be 6" diameter PVC Schedule 40 pipe as shown in the details and notes. Drain pipes shall be continuous lengths of pipe cemented with couplings as needed, provide and install slotted drain covers for each end. All materials and labor required to install the required drain piping shall be incidental to this bid item.

METHOD OF MEASUREMENT: Bid Item 90004 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT: Bid Item 90004 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. Seventy-five (75) percent of this bid item shall be paid upon completion of the work described above.

BID ITEM 90005– Midwest Guardrail System (MGS)

DESCRIPTION: Bid Item 90005 shall include all steel posts, wood blockouts, W-beam rails, and miscellaneous bolts and fasteners to install a complete Midwest Guardrail System (MGS) as shown in the plans and details.

The Contractor shall use details, materials, and installation methods as depicted in Wisconsin DOT Standard Details Drawings SDD 14b42-a and 14b42-b. Post locations and top of beam heights shall be as indicated in the plans, any modifications shall be approved by the City Project Manager before installing the system. Inside clearance between beams shall be 15'-0" centered on the width of the ramps and approaches

METHOD OF MEASUREMENT: Bid Item 90005 shall be measured as LUMP SUM for a complete installation of the Midwest Guardrail System.

BASIS OF PAYMENT: Bid Item 90005 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 MGS system materials. Seventy-five (75) percent of this bid item shall be paid upon completion of the work described above.

BID ITEM 90006 – Concrete Work (Shoulders and Pole Support Pads)

DESCRIPTION: Bid Item 90006 shall include the concrete pouring and finishing required for the concrete shoulders and pole support pads, for the antenna and remote display poles, as identified on the site plan.

Shoulders and pole support pads shall be installed after the MGS rail posts have been located and installed.

The Contractor shall provide and install 5/8" epoxy coated rebar for the pole support pads as noted in the plans and details.

The Contractor shall furnish and install 1/2" expansion joint material and joint sealant wherever the concrete shoulders abut existing buildings, concrete ramps, scale foundation slab, pole support pads, and retaining wall panels. Refer to the City Standard Specifications for Public Works Section 303.2(d) Joints for material specifications and installation requirements of the expansion joint material and joint sealant.

The Contractor shall be responsible for ordering, pouring and finishing the concrete associated with this bid item. The concrete shall be 3000psi at 28 days strength and shall have a broom sweep finish.

METHOD OF MEASUREMENT: Bid Item 90006 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT: Bid Item 90006 shall be paid at the contract unit price for all labor, materials, equipment, incidentals associated with completing the work described above. Materials and labor to install the expansion joint and sealant materials shall be incidental to this bid item.

BID ITEM 90007 – Concrete Work (Scale Pan)

DESCRIPTION: Bid Item 90007 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 3000psi 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.

METHOD OF MEASUREMENT: Bid Item 90007 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT: Bid Item 90007 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, and remobilization associated with completing the work described above.

POINT OF CONTACT

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

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891

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.

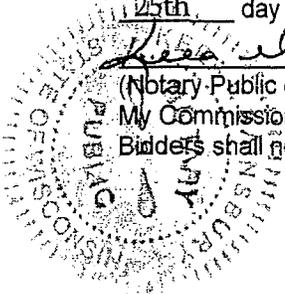
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

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

Sworn and subscribed to before me this
25th day of June, 2020.

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

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



Contract 8891 – Joe Daniels Construction Co., 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 and Landscaping

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- 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

SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891

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: Joseph A. Daniels - President

Prime Bidder Certification

I, Joseph A. 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.

Kearl Sainbury
Witness' Signature

Joseph A. Daniels
Bidder's Signature

June 25, 2020
Date

SYCAMORE TRUCK SCALE PROJECT

CONTRACT NO. 8891

DATE: 6/25/2020

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - Traffic Control - LUMP SUM	1.00	\$4,500.00	\$4,500.00
10911 - Mobilization - LUMP SUM	1.00	\$10,000.00	\$10,000.00
20101 - Excavation Cut - CY	1800.00	\$25.00	\$45,000.00
20109 - Finish Grading - LUMP SUM	1.00	\$14,220.00	\$14,220.00
20130 - Under Drain - LF	300.00	\$16.00	\$4,800.00
20140 - Geotextile Fabric Type SAS Non-woven - SY	700.00	\$3.00	\$2,100.00
20214 - Select Fill, Crushed Stone, Grade #2 - TON	275.00	\$17.00	\$4,675.00
20217 - Clear Stone - TON	950.00	\$25.45	\$24,177.50
20219 - Breaker Run Base, Grade #5 - TON	690.00	\$17.00	\$11,730.00
20701 - Terrace Seeding, Sun Terrace Mix - SY	550.00	\$3.30	\$1,815.00
21002 - Erosion Control Inspection - EACH	4.00	\$275.00	\$1,100.00
21013 - Street Sweeping - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21017 - Silt Sock (8 inch) - Complete - LF	550.00	\$8.25	\$4,537.50
21041 - Inlet Protection, Type D - Complete - EACH	2.00	\$305.00	\$610.00
21061 - Erosion Matting, Class I, Urban Type A - SY	550.00	\$2.07	\$1,138.50
40201 - HMA Pavement 3 MT 58-28 S - TON	75.00	\$119.00	\$8,925.00
40205 - HMA Pavement 4 MT 58-28 H - TON	45.00	\$166.00	\$7,470.00
50226 - Utility Trench Patch Type III - TF	65.00	\$62.00	\$4,030.00
90000 - Remove Existing Asphalt Pavement - SF	350.00	\$7.00	\$2,450.00
90001 - Precast Concrete Retaining Walls - LUMP SUM	1.00	\$28,504.00	\$28,504.00
90002 - Electrical Work (Interior) - LUMP SUM	1.00	\$9,569.00	\$9,569.00
90003 - Electrical Work (Exterior) - LUMP SUM	1.00	\$8,004.00	\$8,004.00
90004 - Concrete Work (Ramps & Scale Foundation Slab) - SF	2000.00	\$12.83	\$25,660.00
90005 - Midwest Guardrail System (MGS) - LUMP SUM	1.00	\$17,776.00	\$17,776.00
90006 - Concrete Work (Shoulders & Pole Support Pads) - SF	750.00	\$18.60	\$13,950.00
90007 - Concrete Work (Scale Pan) - SF	575.00	\$8.70	\$5,002.50
26 Items	Totals		\$263,244.00



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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahmney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

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

December 3, 2019
DATE

By: 
SIGNATURE AND TITLE
Joseph A. Daniels - President

SURETY

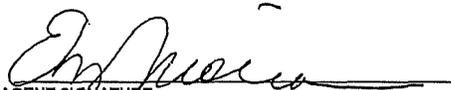
The Cincinnati Insurance Company
COMPANY NAME AFFIX SEAL

December 3, 2019
DATE

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

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

December 3, 2019
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

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

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

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

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

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



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Walker

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



Signature of Mark J. Huller

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

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

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



Signature of Secretary

Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 22nd day of July in the year Two Thousand and Twenty 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 21, 2020**, 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: **FOURTY FORTY**

SYCAMORE TRUCK SCALE PROJECT CONTRACT NO. 8891

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 **TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FORTY-FOUR AND NO/100 (\$263,244.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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.

**SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891**

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 7/22/2020
 Witness Kea I. Sainsbury Date
Kea I. Sainsbury 7/22/2020
 Witness Kea I. Sainsbury Date

JOE DANIELS CONSTRUCTION CO., INC.

Company Name
Joseph A. Daniels 7/22/2020
 President Joseph A. Daniels Date
Samuel J. Daniels 7/22/2020
 Secretary Samuel J. Daniels Date

CITY OF MADISON, WISCONSIN

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

Shelley Medley 8/10/2020
 Finance Director Date
Kap King 8/4/20
 Witness Date
Mary M. Wan 7/30/20
 Witness Date

Approved as to form:

Michael Haas 8/4/20
 City Attorney Date
[Signature] 8/1/202
 Mayor Date
Shelby Norwood for 7/30/20
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **JOE DANIELS CONSTRUCTION CO., INC.**, as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FORTY-FOUR AND NO/100 (\$263,244.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**SYCAMORE TRUCK SCALE PROJECT
CONTRACT NO. 8891**

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 22nd day of July 2020

Countersigned:

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

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

Approved as to form:

Michael Haas
City Attorney

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 22, 2020
Date

Patrick A. McKenna
Agent Signature Patrick A. McKenna

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

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



Signature of Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 22nd day of July, 2020



Signature of Secretary

Secretary