



Legislation Details (With Text)

**File #:** 61790      **Version:** 1      **Name:** Awarding Public Works Contract No. 8922, McPike Park Fence Installation and Site Restoration

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

**File created:** 8/12/2020      **In control:** Engineering Division

**On agenda:** 9/1/2020      **Final action:** 9/1/2020

**Enactment date:** 9/8/2020      **Enactment #:** RES-20-00607

**Title:** Awarding Public Works Contract No. 8922, McPike Park Fence Installation and Site Restoration (6th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8922BidOpeningTab.pdf, 2. 8922.pdf

Date	Ver.	Action By	Action	Result
9/1/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
8/19/2020	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
8/12/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for McPike Park Fence Installation and Site Restoration at a total cost of \$168,800, including contingency. Funding is available in the 2020 Adopted Capital Budget for Central Park Development (Munis 10525-51-110).

Awarding Public Works Contract No. 8922, McPike Park Fence Installation and Site Restoration (6th 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.

See attached document (Contract No. 8922) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8922  
MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION

RAYMOND P. CATTELL, INC.

\$150,777.60

Acct. No. 10525 -51 -110:54255(98863)  
Contingency 12%+  
Sub-Total

\$150,777.60  
18,022.40

GRAND TOTAL

\$168,800.00

Jurisdiction: Wisconsin

### Demographics

<b>Company Name:</b> Ohio Casualty Insurance Company, The	<b>NAIC CoCode:</b> 24074	<b>Short Name:</b>
<b>SBS Company Number:</b> 54218499	<b>State of Domicile:</b> New Hampshire	<b>FEIN:</b> 31-0398250
<b>Domicile Type:</b> Foreign	<b>Organization Type:</b> Stock	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b> 111 - LIBERTY MUT GRP		<b>Date of Incorporation:</b> 01/01/1919
<b>Merger Flag:</b> No		

### Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
175 BERKELEY ST BOSTON, MA 02116 United States	175 BERKELEY ST BOSTON, MA 02116 United States	175 BERKELEY ST BOSTON, MA 02116 United States	175 BERKELEY ST BOSTON, MA 02116 United States

### Phone, Email, Website

Phone	Email	Website								
<table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Fax Phone</td> <td>(617) 574-5955</td> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 843-8446</td> </tr> <tr> <td>Business Primary Phone</td> <td>(617) 357-9500</td> </tr> </table>	Type	Number	Fax Phone	(617) 574-5955	Toll Free Phone	(800) 843-8446	Business Primary Phone	(617) 357-9500	No results found.	No results found.
Type	Number									
Fax Phone	(617) 574-5955									
Toll Free Phone	(800) 843-8446									
Business Primary Phone	(617) 357-9500									

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 08/02/1929
<b>Status:</b> Active	<b>Legacy State ID:</b> 110565	<b>Expiration Date:</b>
<b>Effective Date:</b> 10/01/2012	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 08/02/1929	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Show 10 entries Showing 1 to 4 of 8253 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TRACY KRAUSE	8998012	8998012	Intermediary (Agent) Individual	Casualty	12/31/2019	02/07/2020	03/15/2021
BRIAN KRAUSE	8914226	8914226	Intermediary (Agent) Individual	Casualty	03/08/2017	02/07/2020	03/15/2021
TRACY KRAUSE	8998012	8998012	Intermediary (Agent) Individual	Property	12/31/2019	02/07/2020	03/15/2021
BRIAN KRAUSE	8914226	8914226	Intermediary (Agent) Individual	Property	03/08/2017	02/07/2020	03/15/2021

First Previous 1 Next Last

### Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	08/02/1929
Automobile	Automobile	08/02/1929
Credit Insurance	Credit Insurance	08/02/1929
Disability Insurance	Disability Insurance	08/02/1929
Fidelity Insurance	Fidelity Insurance	08/02/1929
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	08/02/1929
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	08/02/1929
Miscellaneous	Miscellaneous	08/02/1929
Ocean Marine Insurance	Ocean Marine Insurance	08/02/1929
Surety Insurance	Surety Insurance	08/02/1929

First Previous 1 2 Next Last

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI United States County 53717

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Contact Type	Preferred Name	Name	E-mail	Phone	Address
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### Company Merger

No results found.

### Name Change History

Previous Name	New Name	Effective Date
	Ohio Casualty Insurance Company, The	

\$150,777.60  
ORIGINAL

BID OF RAYMOND P. CATTELL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION

CONTRACT NO. 8922

MUNIS NO. 10525 -51 -110

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 1, 2020

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

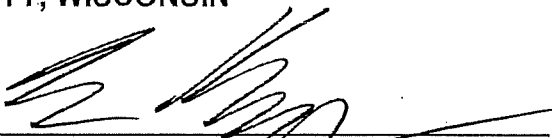
**MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION  
CONTRACT NO. 8922**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

EK: MS

## 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:	MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION
CONTRACT NO.:	8922
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	07/16/20
BID SUBMISSION (2:00 P.M.)	07/23/20
BID OPEN (2:30 P.M.)	07/23/20
PUBLISHED IN WSJ	07/02/20,07/09/20 & 07/16/20

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

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

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

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

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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City



may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

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

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

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

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

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

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



## SECTION D: SPECIAL PROVISIONS

### MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION CONTRACT NO. 8922

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

#### **SECTION 104: SCOPE OF WORK**

This project consists of replacing existing temporary fence with new permanent fence in McPike Park. Work includes but is not limited to: removal of existing temporary fence, installation of new fence, removal of existing asphalt, material handling, hauling and disposal, placement of imported subgrade material and topsoil and site restoration.

McPike Park is a registered brown-field site with the WDNR. All subgrade material other than existing asphalt and existing crushed aggregate base shall be considered contaminated and handled per WDNR best management practices. Site restoration for the identified excavated areas includes placement of 6 inches of clean fill and 6 inches of topsoil.

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

#### **SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

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

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

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

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

**SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION**

The Contractor shall be responsible for setting all lines and/or grades required to complete the work.

Any questions regarding this project should be directed to Mike Sturm at the Parks Division at: [msturm@cityofmadison.com](mailto:msturm@cityofmadison.com) or (608) 267-4921. Any questions regarding surveying issues should be directed to Dan Rodman of the Parks Division [drodman@cityofmadison.com](mailto:drodman@cityofmadison.com) or (608) 658-3087.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

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

Existing site utilities include:

- Communication fiber lines adjacent to the WDOT/WSOR railroad corridor and in the street terrace on E. Wilson Street.
- Storm sewer (private and public)
- MG&E electrical service (includes multiple overhead lines)
- MG& E gas service
- MMSD force main.
- Sanitary service

Utility Provider Contacts:

**MG&E-Electric**

Contact: Mike Beeler  
P.O. Box 1231  
Madison, WI 53701  
Phone: 608-252-7087  
Cell: 262-825-7695 (cell)  
Email: [mbeeler@mge.com](mailto:mbeeler@mge.com)

**MG&E-Gas**

Contact: Steve Beversdorf  
P.O. Box 1231  
Madison, WI 53701  
Phone: 608-252-7000  
Email: [sbeversdorf@mge.com](mailto:sbeversdorf@mge.com)

**Wisconsin DOT**

Contact: Edward Singer  
Real Estate Specialist  
4822 Madison Yards Way  
Madison, WI 53707  
Phone: 608-267-7347  
Email: edward.singer@wdot.wi.gov

**Madison Metropolitan Sewerage District**

Contact: Curt Sauser  
1610 Moorland Road  
Madison, WI 53713  
Phone: 608-709-1830  
Email: [curts@madsewer.org](mailto:curts@madsewer.org)

**Fiber Communications**

**ADB Companies**

Contact: Steven Bradley  
Phone: (314) 409-8589  
Email: [Steven.Bradley@ADB-US.COM](mailto:Steven.Bradley@ADB-US.COM)

**Elite Fiber Optics**

Contact: Jake DiVita  
Phone: (815) 274-7754  
Email: [jdivita@elitefiberoptics.com](mailto:jdivita@elitefiberoptics.com)

**AT&T Transmission**

Contact: NA  
Phone: (800) 241-3624  
Email: NA

**Centurylink**

Contact: NA  
Phone: (877) 366-8344  
Email: NA

**MCI**

Contact: NA  
Phone: (800) 289-3427  
Email: NA

**Windstream**

Contact: NA  
Phone: (800) 289-1901  
Email: NA

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

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

Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

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

McPike Park and the adjacent Irwin A. and Robert D. Goodman skatepark are active park spaces. The Contractor shall expect pedestrian traffic throughout the project area and shall be prepared to accommodate park users. The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. Additionally, the Contractor shall be aware of Parks staff will access the site throughout the duration of the contract. The Contractor may contact Greg Genin, Parks Operations Manager at 267-8804 or ggenin@cityofmadison.com with questions or concerns regarding park maintenance.

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

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

### **SECTION 107.1: HEALTH AND SAFETY REQUIREMENTS**

During excavation activities, expect to encounter soil contaminated with cinders and/or petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the Engineer prior to or at the preconstruction meeting.

### **SECTION 107.12 RAILROAD – HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATIONS ON RAILROAD RIGHT-OF-WAY**

The company representative who may be consulted by Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR) at (608)-620-2044. **Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the railroad tracks.** The Contractor shall obtain authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five (25') of the track, a WSOR flag person must be present. The Contractor shall provide a copy of the WSOR authorization to the Project Engineer prior to starting work within twenty-five feet (25") of tracks.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WOSR an estimate cost for compensation for a flag person based on the estimate time required to perform all work within twenty-five feet (25') of the tracks at the current hourly rate of compensation charged by WSOR for a flag person. In the event the pre-paid amount for the flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the contractor. In the event that the actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contract shall submit an additional pre-payment for the estimate additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

**Railroad flagging shall be paid under BID ITEM 10712 – RAILROAD FLAGGING.**

The Contractor shall provide such special third party protection insurance for and in behalf of the railroad company and operating railroad for work in the ROW per Article 107.12(c) of the Standard Specifications.

**Railroad insurance shall be paid under BID ITEM 10790 – RAILROAD INSURANCE.**

**SECTION 108.2: PERMITS**

The following permits have been applied for by the City:

1. City of Madison Erosion Control Permit

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project.

**It shall be the responsibility of the Contractor to identify and obtain all other permits needed for construction.**

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees.

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

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

**SECTION 109.2: PROSECUTION OF THE WORK**

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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

**SECTION 109.7: TIME OF COMPLETION**

It is anticipated the City of Madison will issue a Start to Work letter on or about September 23, 2020. Fence installation shall be complete by December 18, 2020, and all site restoration work shall be completed NO LATER THAN April 30, 2021.

**SECTION 110.1: MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions, or there is a

significant change approved by the Engineer. A significant change shall be considered more than a 30% change in quantities.

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

### **BID ITEM 10911 - MOBILIZATION**

#### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION AREA UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

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

#### **METHOD OF MEASUREMENT**

Mobilization shall be paid as a lump sum.

#### **BASIS OF PAYMENT**

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

### **BID ITEM 20101 – EXCAVATION CUT**

#### **DESCRIPTION**

Work under this item shall include loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

McPike Park is a registered brown-field site with the WDNR. All subgrade material other than existing asphalt and crushed aggregate base shall be considered contaminated and handled per WDNR best management practices.

**The excavation quantities for this contract have been calculated with the following estimated material depths:**

- 2 inches of existing asphalt pavement**
- 3 inches of existing crushed aggregate base**
- 7 inches of existing subgrade.**

**The combined excavation depth for the areas identified in the plans shall meet and not exceed 12 inches. All material handling for excavation 12 inches below existing elevations shall be the Contractor's sole responsibility with no additional cost to the City.**

**Removal and disposal of the existing asphalt pavement and crushed aggregate base is considered incidental to BID ITEM 20101 – EXCAVATION CUT.**

**Excavated subgrade material, not including existing asphalt or existing crushed aggregate base, shall be considered contaminated and disposed of per BID ITEM – 90003 STOCKPILING, LOADING AND HAULING OF SOLID WASTE MATERIALS.**

All excavated existing asphalt areas shall be restored with six (6) inches of topsoil, per BID ITEM 20221 – TOPSOIL, and a minimum of six (6) inches of clean fill, per BID ITEM 20202 – FILL BORROW.

No excavated areas shall be “open” during non-work hours.

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 20217 – CLEAR STONE**

##### **DESCRIPTION**

Work under this item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE.

##### **METHOD OF MEASUREMENT**

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

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 20221 - TOPSOIL**

##### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to place and distribute **six (6) inches** of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

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

The Contractor shall notify the Project Engineer a minimum of 48 hrs prior to inspect and approve the finish grade. The inspection shall occur prior to seeding and mulching.

#### **BID ITEM 20701 – TERRACE SEEDING**

##### **DESCRIPTION**

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

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 21017 – SILT SOCK (8 INCH) – COMPLETE UNDISTRIBUTED**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 8 inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

Undistributed silt sock shall be used around temporary soil stockpiles. The quantity of this item may be reduced, increased, or eliminated as needed for emergency sediment control and perimeter control around stockpiles.

##### **METHOD OF MEASUREMENT**

Silt Sock (8 Inch) – Complete Undistributed shall be measured per linear foot as described above.

##### **BASIS OF PAYMENT**

Silt Sock (8 Inch) - Complete Undistributed shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

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

##### **DESCRIPTION**

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

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

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



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

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

Erosion Matting, Class I, Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90001 – CONSTRUCTION SURVEYING AND STAKING**

##### **DESCRIPTION**

The Contractor shall be responsible for surveying and staking all lines as shown on the plans or as field changes directed by the Engineer. An AutoCAD (.dwg) file will be provided upon request. The Contractor shall be responsible for configuring the file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. The Contractor shall run a level circuit for the project in order to check for accuracy. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits.

The horizontal survey data is in Wisconsin County Coordinate System-Dane Zone, NAD83 (1997) datum. Vertical survey data has been referenced to NAVD 88.

**The Madison Parks Division will be checking accuracy of all staking in order to provide quality control. The Contractor shall contact City of Madison Parks Surveyor Dan Rodman at (608) 658-3087 at least 48 hours prior to proof all sub and finished grades.**

##### **METHOD OF MEASUREMENT**

Construction Surveying and Staking shall be measured as lump sum as completed in the field.

##### **BASIS OF PAYMENT**

Construction Surveying and Staking, as measured above shall be full compensation for all materials, labor and incidentals necessary to complete the work as described above.

#### **BID ITEM 90002 - CONSTRUCTION FENCE (PLASTIC)**

##### **DESCRIPTION**

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

**Construction fencing shall connect the new fence installation to the existing temporary fence to provide a continuous barrier along the WSOR railroad corridor during the course of the project.**

The Contractor shall ensure construction fence is secured to the new work and existing temporary fencing at the end of each work day. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

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

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

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90003 – STOCKPILING, LOADING AND HAULING OF SOLID WASTE MATERIALS**

#### **DESCRIPTION**

This special provision describes stockpiling, loading, and hauling of subgrade material. The Contractor shall haul the contaminated subgrade material to the Waste Management Deer Track Park Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. **Tippling fees shall be paid for by the City of Madison.**

Waste Management Deer Track Park Landfill  
N6756 Waldmann Lane  
Watertown, WI 53094  
1-866-909-4458

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

If contaminated soils—based on unusual odor, presence of cinders, staining, presence of trash, etc.—are encountered, immediately notify the Project Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

## Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the Project Engineer. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The role of the Environmental Consultant will be limited to:

1. Providing hauling manifests for Waste Management Deer Track Park Landfill.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities.

## Construction

*Subsection 205.3 of the standard specification is supplemented with the following:*

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer. Non-petroleum-contaminated soil, such as soils containing brick fragments or cinders, that is geotechnically suitable shall be reused as backfill.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site. Per WDNR requirements, petroleum-contaminated soils must be placed on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover petroleum piles with plastic sheeting to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants. Soil containing cinders and/or other solid waste material does not need to be covered during stockpiling.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

## **METHOD OF MEASUREMENT**

Stockpiling, Loading and Hauling of Solid Waste Materials shall be measured per ton of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

## **BASIS OF PAYMENT**

Payment is full compensation for contaminated soil segregation, stockpiling, loading, and hauling of solid waste-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90004 – REMOVE TEMPORARY FENCE**

### **DESCRIPTION**

Work under this bid item shall include removing existing temporary fence and moving fence materials to an on-site storage location. Removal shall coincide with new fence installation to minimize openings in the fence barrier along the WSOR railroad corridor.

All gaps between the new fence installation and existing temporary fence shall be closed with plastic construction fencing at the end of each day. Plastic construction fence shall be paid under Bid Item 90002 Construction Fence (Plastic) Undistributed.

### **MATERIALS**

Equipment necessary to remove, transport and stack temporary fence materials in an on-site storage location.

### **METHOD OF MEASUREMENT**

Remove Temporary Fence shall be measured by the linear foot as listed in the proposal page.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90005 – PERMANENT FENCE**

### **DESCRIPTION**

Work under this bid item shall include furnishing all fence materials, including fasteners; locating underground facilities; layout of the fence posts; excavation of post holes; furnishing and placing concrete; installing the fence; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

McPike Park is a registered brown-field site with the WDNR. All subgrade material other than existing asphalt and existing crushed aggregate base shall be considered contaminated and handled per WDNR best management practices. Handling of excavated fence post material shall be per BID ITEM 90003 – STOCKPILING, LOADING AND HAULING OF SOLID WASTE MATERIALS. The estimated material quantity for fence footing excavation is ~ 17.5 CY. (150 footings at 3.14 CF/footing).

## **MATERIALS**

Furnish concrete for footings that is in accordance to the pertinent requirements of Part 3 of the Standard Specifications.

Furnish one of the following fence systems or approved equal:

1. Omega II Fence Systems (Laval, Quebec, Canada 1-800-836-6342, [www.omegafence.com](http://www.omegafence.com)) Elite Double Wire Fence Panels, 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x6 gauge, mesh opening shall be 1.97" x 7.875". Posts shall be 3" round, 11 gage with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.
2. TWINBAR Fencing System (MFR Manufacturing Corp., Products Inc., Aurora, IL 1-815-552-3333, <https://mfrcorp.com/>) 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x4 gauge, mesh opening shall be 2" x 8". Posts shall be 3" round, 11 gauge with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.

The Contractor shall submit shop drawings to the Engineer for review, including location of fence, posts, rails, details, hardware, and accessories. Shop drawing shall indicate materials, dimensions, sizes, and finishes of components. Drawings shall indicate mechanical hardware connecting method to existing fence. The Contractor shall verify layout information for fence as shown on plans in relation to property survey, existing utilities, and field measurements.

## **CONSTRUCTION**

Locate all existing and new underground facilities prior to layout of the fence. Layout all end posts and obtain approval of the layout from the Engineer prior to beginning construction of footings and posts.

**Due to the close proximity of underground fiber communication and storm sewer lines, the Contractor shall anticipate H-VAC and/or hand excavation in areas adjacent to existing underground utilities.**

**All required H-VAC and/or hand excavation is incidental to this bid item.**

**Fence footings shall be a minimum of 12 inches in diameter and 48 inches deep, with the post centered in the footing..**

Install the fence in accordance to the construction details and the manufacturer's recommended installation instructions. Mechanical connections to existing fence shall occur at nearest existing post. A concrete wash-out area is incidental to this bid item.

## **METHOD OF MEASUREMENT**

Permanent Fence shall be measured by the linear foot as listed in the proposal page.

## **BASIS OF PAYMENT**

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

## **END OF SPECIAL PROVISIONS**



# Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104  
Madison, WI 53703  
608-266-4711 • cityofmadison.com/parks

*play*  
**MADISON  
PARKS**

July 20, 2020

**NOTICE OF ADDENDUM  
ADDENDUM 1  
CONTRACT NO. 8922**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

**SECTION B: PROPOSAL PAGE**

Bid Schedule

**Omit:** Bid item 10712 RAILROAD FLAGGING

**SECTION D: SPECIAL PROVISIONS**

Page D-4, Section 107.12 RAILROAD – HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATIONS ON RAILROAD RIGHT-OF-WAY

**Omit:** "Railroad flagging shall be paid under BID ITEM 10712 – RAILROAD FLAGGING."

**Add:** "The cost of providing flagging protection shall be construed to be incidental to other items of the contract and no additional payment will be made. The Contractor shall anticipated flagging is necessary for the majority of the fence installation excluding approx. 200 linear feet of fence adjacent to the E. Wilson Street sidewalk starting from Ingersoll Street."


Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608A266-4751 receive the material by another route.

Sincerely,

  
Eric Knepp, Parks Superintendent



Contract 8922 – Raymond P. Cattell, 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.

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

MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION  
CONTRACT NO. 8922

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: Raymond P. Cattell Inc.

Address: 2401 Vondra Road, Madison, Wisconsin

Telephone Number: 608-222-3180 Fax Number: 608-222-2753

Contact Person/Title: Arthur Mackesey Secretary

Prime Bidder Certification

I, Arthur Mackesey, Secretary of

Raymond P. Cattell Inc.,  
Name Title Company certify that the information

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

J. W.  
Witness' Signature

Arthur Mackesey Sec.  
Bidder's Signature

7/23/2020  
Date

**MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION  
CONTRACT NO. 8922**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
IRIS Construction + Landscaping - Restoration		9 %
Schlobahn Trucking		6 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>15 %</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>	_____ % x 0.6 = _____	% (discounted to 60%)

**Total Percentage of SBE Utilization:** 15 % %.

**MCPIKE PARK FENCE INSTALLATION AND RESTORATION**

CONTRACT NO. 8922  
 DATE: 7/23/2020

**Raymond P. Cattell, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10790 - RAILROAD INSURANCE - LS	1.00	\$17,500.00	\$17,500.00
10911 - MOBILIZATION - LS	1.00	\$17,500.00	\$17,500.00
20101 - EXCAVATION CUT - CY	255.00	\$20.00	\$5,100.00
20202 - FILL BORROW - CY	127.00	\$20.00	\$2,540.00
20217 - CLEAR STONE - TON	35.00	\$20.00	\$700.00
20221 - TOPSOIL - SY	763.00	\$4.00	\$3,052.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	610.00	\$2.00	\$1,220.00
20701 - TERRACE SEEDING - SY	763.00	\$2.80	\$2,136.40
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$300.00	\$300.00
21013 - STREET SWEEPING - LS	1.00	\$2,500.00	\$2,500.00
21017 - SILT SOCK (8 INCH) - COMPLETE UNDISTRIBUTED - LF	500.00	\$8.00	\$4,000.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	6.00	\$280.00	\$1,680.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - SY	763.00	\$3.40	\$2,594.20
90001 - CONSTRUCTION SURVEYING AND STAKING - LS	1.00	\$5,000.00	\$5,000.00
90002 - CONSTRUCTION FENCE (PLASTIC) - LF	200.00	\$3.50	\$700.00
90003 - STOCKPILING, LOADING AND HAULING OF SOLID WASTE MATERIALS - TON	374.00	\$20.00	\$7,480.00
90004 - REMOVE EXISTING TEMPORARY FENCE - LF	1200.00	\$2.00	\$2,400.00
90005 - PERMANENT FENCE - LF	1190.00	\$62.50	\$74,375.00
<b>18 Items</b>	<b>Totals</b>		<b>\$150,777.60</b>



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

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

**Deputy City Engineer**

Gregory T. Fries, P.E.

**Deputy Division Manager**

Kathleen M. Cryan

**Principal Engineer 2**

Christopher J. Pelykowski, P.E.  
John S. Fahmeyer, 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

Raymond P. Cattell, Inc.

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

a corporation of the State of New Hampshire (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 February 1, 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**

Raymond P. Cattell, Inc.  
COMPANY NAME AFFIX SEAL

11/21/19  
DATE

By:  TREASURER  
SIGNATURE AND TITLE

**SURETY**

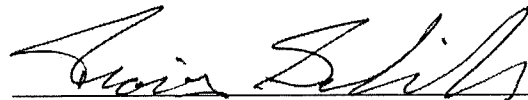
The Ohio Casualty Insurance Company  
COMPANY NAME AFFIX SEAL

November 19, 2019  
DATE

By:  Attorney-in-Fact  
SIGNATURE AND TITLE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 17134535 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.

November 19, 2019  
DATE

  
AGENT SIGNATURE

828 John Nolen Drive  
ADDRESS

Madison, WI 53713  
CITY, STATE AND ZIP CODE

608-273-0655  
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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202117-969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard F. Kekula; Michael J. Moore; Travis Schreiber; Lacey Endres; Tracy Krause; Michelle McLane; Dani Noble; Kim E. Schwenn; Trisha Stark; Julie Zimmerman

all of the city of Madison state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of November, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

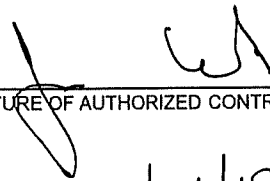
## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2020 - February 1, 2022
NAME OF SURETY The Ohio Casualty Insurance Company
NAME OF CONTRACTOR Raymond P. Cattell, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

\_\_\_\_\_  
DATE

11/21/19



## SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of September in the year Two Thousand and Twenty between **RAYMOND P. CATTELL, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 1, 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:

### **MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION CONTRACT NO. 8922**

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 ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 60/100 (\$150,777.60) 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, qualification and application procedures

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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

**MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION  
CONTRACT NO. 8922**

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:

**RAYMOND P. CATTELL, INC.**

Company Name

[Signature] 9-2-2020  
Witness Date

[Signature] 9-2-2020  
President Date

[Signature] 9-2-2020  
Witness Date

[Signature] 9-2-2020  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 9/15/2020  
Finance Director Date

[Signature] 9/17/2020  
City Attorney Date

Witness Date

[Signature] 9/17/2020  
Mayor Date

[Signature] 9-11-20  
Witness Date

[Signature] for 9/11/20  
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **RAYMOND P. CATTELL, INC.** as principal, and The Ohio Casualty Insurance Company Company of New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 60/100 (\$150,777.60)** 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:

**MCPIKE PARK FENCE INSTALLATION AND SITE RESTORATION  
CONTRACT NO. 8922**

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 2nd day of September 2020

Countersigned:

**RAYMOND P. CATTELL, INC.**  
Company Name (Principal)

[Signature]  
Witness  
[Signature]  
Secretary

[Signature]  
President TRACY KRAUSE Seal

Approved as to form:

The Ohio Casualty Insurance Company  
Surety Seal  
 Salary Employee  Commission

[Signature]  
City Attorney

By [Signature]  
Attorney-in-Fact Tracy Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 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.

September 2, 2020  
Date

[Signature]  
Agent Signature



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203443 - 969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashleigh Asleson, Chelsea A. Bremer, Cathleen C. Christensen, Lacey Endres, Pennie L. Hildebrandt, Richard F. Kekula, Tracy Krause, Michelle McLane, Michael J. Moore, Dani Noble, Pamela Ronski, David J. Rudnik, Janet L. Rudnik, Travis Schreiber, Kim E. Schwenn, Trisha Stark, Julie Zimmerman

all of the city of Madison state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-832-8240 between 9:00 am and 4:30 pm EST on any business day