

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

Contract between: Raymond P Cattell Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Bikeways 2018

Contract No.: 8127
 Enactment No.: 18-00538
 Dollar Amount: 783,545.00

File No.: 52197
 Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8-2-18 FNS
Risk Manager	8/6/18	8/8/18 RN
Finance Director	8-8-18	8-8-18
City Attorney	906 8-14-18	8-15-18
Mayor	08.15.18	08.15.18

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

Original + 2 Copies

07/31/2018 12:12:39 enjls - Chris Dawson 261-5537

Dis Rights: OK / N/A Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 783,545.00
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Dvp / Sbdv / Gov't /
 Grant / PW Goal / Loan / Agrmt

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File #:	52197	Version: 1	Name:	Awarding Public Works Contract No. 8127, Bikeways 2018.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00538
Title:	Awarding Public Works Contract No. 8127, Bikeways 2018. (City Wide ADs)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8127.pdf</u>			

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

Fiscal Note

The proposed resolution awards the contract for various bicycle related improvements in 2018 at a cost of \$846,230. The Engineering-Ped/Bike adopted 2018 capital budget includes funding within the Bikeways Program for this contract (MUNIS 10138); \$781,000 of GO Borrowing is budgeted in 2018 in addition to carryforward GO Borrowing budget authority from 2017.

Title

Awarding Public Works Contract No. 8127, Bikeways 2018. (City Wide ADs)

Body

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

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

See attached document (Contract No. 8127) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8127
BIKEWAYS 2018

RAYMOND P. CATTELL, INC.

\$783,545.00

Acct. No. 11754-403-172:54440 (91226)
Contingency 8%±

\$783,545.00
62,685.00

GRAND TOTAL

\$846,230.00

Jurisdiction: Wisconsin

Demographics

Company Name: Ohio Casualty Insurance Company, The
Short Name:
SBS Company Number: 54218499
NAIC CoCode: 24074
FEIN: 31-0396250
Domicile Type: Foreign
State of Domicile: New Hampshire
Country of Domicile: United States
NAIC Group Number: 111 - LIBERTY MUT GRP
Organization Type: Stock
Date of Incorporation: 01/01/1919
Merger Flag: No

Address

Business Address

62 MAPLE AVE
 KEENE, NH 03431-1625
 United States

Mailing Address

175 BERKELEY ST
 BOSTON, MA 02116
 United States

Statutory Home Office Address

62 MAPLE AVE
 KEENE, NH 03431-1625
 United States

Main Administrative Office Address

175 BERKELEY ST
 BOSTON, MA 02116
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(617) 574-5955
Toll Free Phone	(800) 843-6446
Business Primary Phone	(617) 357-9500

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

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Status: Active
Status Reason:
Status Date: 08/02/1929
Effective Date: 10/01/2012
Legacy State ID: 110565
Issue Date: 08/02/1929
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

zahn

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JAY ZAHN	2181567	2181567	Intermediary (Agent) Individual	Casualty	03/16/2015	03/16/2018	03/15/2019
MICHAEL ZAHN	14840439	14840439	Intermediary (Agent) Individual	Casualty	03/25/2015	03/16/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

Filter

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
Workers Compensation Insurance	Workers Compensation 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

Filter

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 53717 United States

Company Merger

No results found.

Name Change History

Filter

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

\$783,545.00
FILE

BID OF RAYMOND P. CATTELL, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BIKEWAYS 2018

CONTRACT NO. 8127

MUNIS NO. 11754

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**BIKEWAYS 2018
CONTRACT NO. 8127**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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



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

RFP: cd

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:	BIKEWAYS 2018
CONTRACT NO.:	8127
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	JUNE 22, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 21, 2018
BID SUBMISSION (2:00 P.M.)	JUNE 28, 2018
BID OPEN (2:30 P.M.)	JUNE 28, 2018
PUBLISHED IN WSJ	JUNE 14 & 21, 2018

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

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/dcr/aaTBDDir.cfm. 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

BIKEWAYS 2018 CONTRACT NO. 8127

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

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

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

Equal Benefits are not required. Delete the entire provision.

ARTICLE 104 **SCOPE OF WORK**

This contract consists of pavement improvement and path installation projects. These projects include:

- Approximately 2160 ft. of asphalt path resurfacing on the Aberg Bike Path.
- Approximately 760 ft. of asphalt path resurfacing on the Asbury Bike Path.
- Approximately 2,420 ft. of asphalt path resurfacing on the Capital City Path.
- Approximately 1,030 ft. of asphalt path resurfacing on the Cooper Lane Bike Path.
- Approximately 575 ft. of asphalt path resurfacing on the Glenway Bike Path.
- Approximately 1,060 ft. of asphalt path resurfacing and approximately 110 ft. of asphalt driveway resurfacing along the Mineral Point Park Inter-Block Walk.
- Approximately 250 ft. of new asphalt path installation on the Ontario Park Path.
- Approximately 150 ft. of asphalt path resurfacing on the Stacy-Meadowlark Bike Path (Acewood Greenway Path).
- Approximately 6,240 ft. of asphalt path resurfacing on the Wingra Creek Path.

The work generally consists of asphalt path pulverizing, shaping, installation, and paving.

Work shall include, but is not limited to: excavation cut, base course installation; asphaltic pulverizing and shaping; asphaltic paving, and restoration.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

The Contractor shall coordinate the work at Mineral Point Park with City Engineering Operations, Landfill Section. Contact Kathy Cryan at 266-4819 prior to performing any work.

The Contractor shall coordinate the work on the Capital City Path (Waubesa to Marquette segment) with Madison Kipp Corporation. Contact information will be provided at a later date. The Contractor shall

close the path adjacent to Kipp and install the signed detour on April 15, 2019. Kipp will perform remediation in the area which will be completed by May 15, 2019. The Contractor shall not excavate any soil along the Capital City Path between Waubesa Street and Marquette Street.

Although multiple utilities are present within the project limits, no utility work or conflicts are expected with this project. However, the Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall use care around all existing trees, prairie grass areas and any potentially sensitive lands and waters. No tree roots shall be cut without the approval of the Engineer and the City Forester. The Contractor shall coordinate work around trees with Brad Hofmann, City Forestry, 267-4908.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

Aberg Avenue

Access to Shopko Drive for path users shall be maintained at all times to/from Kedzie Street during the closure. Rubber mats may be used to direct path users over the grass terrace between Kedzie St and Shopko Dr. A detour route shall be signed on Kedzie Street, Myrtle Street and Packers Avenue Service Road and sidewalk.

Capital City Path

Work between Waubesa Street and and S Marquette Street shall be completed in phases. The path between Waubesa Street and S Marquette Street (south of railroad tracks) shall be completed as one phase in which access between S Marquette Street and St Paul Avenue is maintained. The path between S Marquette Street (south of railroad tracks) and St Paul Avenue (north of railroad tracks) shall be completed as a separate phase in which access between S Marquette Street and Waubesa Street is maintained. A detour route shall be signed for both directions using (from west to east) Dunning Street, sidewalk connection to St Paul Ave cul-de-sac, St Paul Ave, Waubesa St, Wirth Park Path, St Paul Ave, north/south Capital City Trail.

Place message boards on both ends of the path, for the seven days prior to the path closure, for the following locations:

- Capital City Trail
- Wingra Creek Path
- Starkweather Creek Path

Message boards shall display:

PATH
TO BE
REPAVED

(date)
TO

(date)

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

METHOD OF MEASUREMENT

Traffic Control will be measured as a single lump sum for all traffic control measures required on all streets and paths. Any temporary traffic control devices required will not be measured for payment but will be considered included in this item of Traffic Control.

BASIS OF PAYMENT

Payment for the Traffic Control is full compensation for furnishing, erecting, maintaining and removing non permanent traffic signs, drums, barricades, and similar control devices. Maintaining shall include replacing damaged or stolen traffic control devices and moving or altering traffic control devices for altered or unexpected field conditions as required by the Engineer.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. 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 the 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 feet (25') of the track, a WSOR flag person must be present.

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 to 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 WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for 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 actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit for this project.

The Contractor shall meet the conditions of the permits by 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 contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **August 20, 2018**. The contract shall be completed by **June 28, 2019**. Once the Contractor begins work at a specific location within this project, all work at that location must be completed within the following specified timeline:

- Aberg Bike Path – All work to be completed within fourteen (14) calendar days of start at location.
- Asbury Bike Path – All work to be completed within fourteen (14) calendar days of start at location.
- Capital City Path – All work to be completed within fourteen (14) calendar days of start at location.
- Cooper Lane Bike Path – All work to be completed within fourteen (14) calendar days of start at location.
- Glenway Bike Path – All work to be completed within fourteen (14) calendar days of start at location.
- Mineral Point Park Inter-Block Walk – All work to be completed within fourteen (14) calendar days of start at location.
- Ontario Park Path – All work to be completed within fourteen (14) calendar days of start at location.
- Stacy-Meadowlark Path – All work to be completed within fourteen (14) calendar days of start at location.
- Wingra Creek Path – All work to be completed within twenty one (21) calendar days of start at location.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

BID ITEM 10911 – MOBILIZATION

This bid item includes mobilization for all locations included in this project.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be given. All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of six (6) inches unless otherwise shown on plans.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all equipment, labor and incidentals necessary to complete the work as provided. See Section 107.1 for limits.

BID ITEM 21002 – EROSION CONTROL INSPECTION

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

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

DESCRIPTION

Work under this bid item shall consist of furnishing and installing Class I Type Urban Erosion Control Revegetative Mat (ECRM) on all disturbed areas to be seeded, except those areas specifically shown on the plans or directed by the Construction Engineer to be matted with a different material. The ECRM shall be one of the products listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL), under the category "Erosion Mat, Class 1, Urban, Type A."

METHOD OF MEASUREMENT

ECRM shall be measured by the square yard in place, not including runout in anchor trenches or overlap. No adjustment shall be made for slope.

BASIS OF PAYMENT

ECRM will be paid at the contract price per square yard, which shall be full payment for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools, equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting be paid at half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these standard specifications. Seeding is not included in this item and will be measured and paid separately per Section 207 of the Standard Specifications. See Section 107.1 for limits.

BID ITEM 40311 – PULVERIZE AND SHAPE

DESCRIPTION

This work shall consist of pulverizing the existing asphalt surface of the existing paths as shown on the plans, shaping the pulverized material and compacting in preparation for paving of a new asphalt surface,

in accordance with the applicable provisions of Section 403.3 of the Standard Specifications and as provided herein.

CONSTRUCTION METHODS

All of the pulverized material shall be used as part of the finished base except as noted on the plans. Contractor shall pulverize the existing paths in place. The resulting granular material shall be shaped to form a base slightly wider than the proposed pavement width. This width shall approximately match the width of the existing pavement, rounded upward to the nearest 0.5 feet.

Where approved by the Construction Inspector, pulverized material may be used to fill areas of undercut excavation.

Where practical, the base shall be shaped to provide a uni-directional cross slope as shown on the typical sections, with attention paid to the existing drainage and slope of existing ground. The resulting base shall be compacted to provide a flat, stable and un-yielding base for the new pavement.

Pulverized material shall be removed to match grades at existing curbs and sidewalks or shown on the plans. It is anticipated that existing paths will be pulverized to a depth of three inches at all locations. Excess pulverized material shall be disposed of in accordance with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction for disposal of materials. Any excess pulverize material not utilized on the paths shall be removed by the Contractor and shall be considered incidental to this bid item.

It is anticipated that some hand removal of pavement will be required at tree locations. Hand removal shall be considered incidental to the Pulverize and Shape bid item.

A section of the Wingra Creek Path passes below an overhead railroad crossing. If the Contractor is unable to pulverize this section of the path, other pavement removal methods may be required and shall be incidental to this bid item.

MEASUREMENT AND PAYMENT

Pulverize and Shape will be measured by area in square yards of surface pulverized and shaped. This work will be paid for at the contract unit price per square yard, which shall be full compensation for all preparation and any special construction required, removal of excess material, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90001 – END OF ROAD SIGNS

DESCRIPTION

End of Road Signs shall be installed per S.D.D. 6.29A of the City of Madison Standard Specifications for Public Works Construction.

MEASUREMENT AND PAYMENT

End of Road Signs will be measured as a single lump sum. This work will be payed for at the contract unit price for lump sum, which shall be full payment for furnishing and placing all materials and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90002 – REMOVE BOLLARD

Remove Bollard will be paid for at the contract unit price for each, which shall be full payment for the bollard removal and disposal and for all labor, tools, equipment and incidentals necessary to complete the work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

BIKEWAYS 2018
CONTRACT NO. 8127

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

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

[Signature]
SIGNATURE

Secretary
TITLE, IF ANY

Sworn and subscribed to before me this 28TH day of JUNE, 20 18.

[Notary Seal]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1/26/22

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

Contract 8127 – 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

BIKEWAYS 2018
CONTRACT NO. 8127

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 Vandrom Road, Madison, Wisconsin 53718
Telephone Number: 608-222-3180 Fax Number: 608-222-2753
Contact Person/Title: Arthur Mackesey Secretary

Prime Bidder Certification

I, Arthur Mackesey Secretary of
Name Title
Raymond P. Cattell Inc. certify that the information
Company

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

[Signature]
Witness' Signature

6/28/18
Date

[Signature]
Bidder's Signature

BIKEWAYS 2018

CONTRACT NO. 8127

DATE: 6/28/18

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$15,000.00	\$15,000.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	42.00	\$125.00	\$5,250.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$175,000.00	\$175,000.00
20101 - EXCAVATION CUT - C.Y.	980.00	\$50.00	\$49,000.00
20221 - TOPSOIL - S.Y.	19500.00	\$2.00	\$39,000.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	36.00	\$5.00	\$180.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	60.00	\$10.00	\$600.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	160.00	\$5.00	\$800.00
20401 - CLEARING - I.D.	60.00	\$50.00	\$3,000.00
20406 - GRUBBING - I.D.	60.00	\$50.00	\$3,000.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	2.00	\$500.00	\$1,000.00
20701 - TERRACE SEEDING - S.Y.	19500.00	\$0.75	\$14,625.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$500.00	\$1,000.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	800.00	\$6.00	\$4,800.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	19500.00	\$1.00	\$19,500.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	20.00	\$50.00	\$1,000.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	100.00	\$20.00	\$2,000.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	60.00	\$25.00	\$1,500.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	8.00	\$50.00	\$400.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON	510.00	\$35.00	\$17,850.00
40201 - HMA PAVEMENT 3 LT 58-28S - TON	2760.00	\$100.00	\$276,000.00
40311 - PULVERIZE AND SHAPE - S.Y.	15320.00	\$9.50	\$145,540.00
90001 - END OF ROAD SIGNS - LUMP SUM	1.00	\$2,000.00	\$2,000.00
90002 - REMOVE BOLLARD - EACH	1.00	\$500.00	\$500.00
25 Items	Totals		\$783,545.00



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

Assistant City Engineer
Gregory T. Fries, P.E.
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
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, 2018 through February 1, 2020.

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

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

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

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

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

PRINCIPAL

Raymond P. Cattell
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: *Raymond P. Cattell*
SIGNATURE AND TITLE

SURETY

The Ohio Casualty Insurance Company
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: *Michael* 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. 14840439 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

February 1, 2018
DATE

Michael
AGENT SIGNATURE

828 John Nolen Drive
ADDRESS

Madison, WI 53713
CITY, STATE AND ZIP CODE

608-288-2893
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.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 - February 1, 2020
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

February 1, 2018
DATE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 7989373

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

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, Michael J. Moore; Travis Schreiber; Richard F. Kekula; Kim E. Schwenn; Trisha Stark; Michael R. Zahn; 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 24th day of January, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, 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: Teresa Pastella
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 15th day of February, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen 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 **JULY 24, 2018**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

BIKEWAYS 2018 CONTRACT NO. 8127

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 SEVEN HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 (\$783,545.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**BIKEWAYS 2018
CONTRACT NO. 8127**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

RAYMOND P. CATTELL, INC.

[Signature] 7/25/18
 Witness Date

[Signature] 7/25/18
 Witness Date

[Signature] 7-25-2018
 Company Name President Date

[Signature] 7-25-2018
 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]
 Finance Director

Signed this 15th day of August, 2018

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 City Attorney

[Signature] 15 AUG 2018
 Mayor Date

[Signature] 8-1-2018
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, 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 **SEVEN HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 (\$783,545.00)**Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**BIKEWAYS 2018
CONTRACT NO. 8127**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 25th day of July, 2018

Countersigned:

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

[Signature]
Witness
[Signature]
Secretary

[Signature]
President TREAS. Seal

Approved as to form:

The Ohio Casualty Insurance Company
Surety Seal
 Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact Michael R. Zahn

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 14840439 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25th, 2018
Date

[Signature]
Agent Signature Michael R. Zahn

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 7989447

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

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, Michael J. Moore; Travis Schreiber; Richard F. Kekula; Kim E. Schwenn; Trisha Stark; Michael R. Zahn; 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 24th day of January, 2018



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, 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: Teresa Pastella
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 25th day of July, 2018



By: Renee C. Llewellyn
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.