

Contract Routing Form

ROUTING: Routine

printed on: 04/08/2020

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

Project: Warner Lagoon Pier and Ice Access

Contract No.: 9428
Enactment No.: RES-20-00254
Dollar Amount: 73,667.50

File No.: 60036
Enactment Date: 04/03/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-9-2020	4-9-2020
Director of Civil Rights	4-10-2020	4-10-2020
Risk Manager	4/13/2020	4/13/2020 REN
Finance Director	4/13/2020	4/14/2020
City Attorney	4/15/2020	4/17/2020 AE
Mayor	4/20/2020	4/21/2020

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

Original + 2 Copies

04/08/2020 16:29:39 enjls - Sarah Lerner

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 1st day of April in the year Two Thousand and Twenty between RAYMOND P. CATTELL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 31, 2020, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

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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 SEVENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 50/100 (\$73,667.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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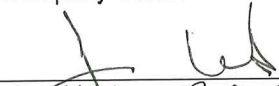
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

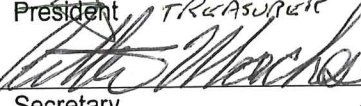
Countersigned:

RAYMOND P. CATTELL, INC.

 4-1-2020
 Witness Date

 4-1-2020
 Witness Date

Company Name _____
 4-1-2020
 President Date


 4-1-2020
 Secretary Date

CITY OF MADISON, WISCONSIN

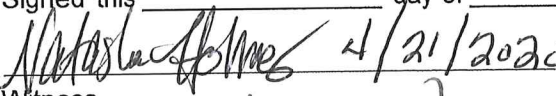
Provisions have been made to pay the liability that will accrue under this contract.

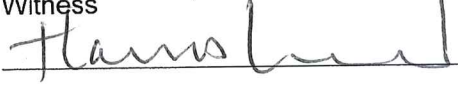
Approved as to form:

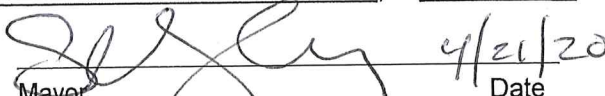

 Finance Director



 City Attorney

Signed this _____ day of _____, 20____

 4/21/2020
 Witness Date


 Witness

 4/21/20
 Mayor Date

 4-9-2020
 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 **SEVENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 50/100 (\$73,667.50)** 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:

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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 1st day of April 2020

Countersigned:

[Signature]
Witness
[Signature]
Secretary

RAYMOND P. CATTELL, INC.
Company Name (Principal)
[Signature]
President TREASURER Seal

Approved as to form:

[Signature]
City Attorney

The Ohio Casualty Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Travis Schreiber

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17134535 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 1, 2020
Date

[Signature]
Agent Signature Travis Schreiber