

Contract Routing Form

ROUTING: Routine

printed on: 08/14/2019

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

Project: Park Paving 2019

Contract No.: 8455
Enactment No.: RES-19-00561
Dollar Amount: 473,027.00

File No.: 56806
Enactment Date: 08/09/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-14-19	8-14-19
Director of Civil Rights	8/15/19	8/19/19
Risk Manager	8/20/19	8/20/19
Finance Director	8/23/19	8/23/19
City Attorney	996 8-23-2019	8-20-19
Mayor	8.26.19	8.26.19

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

Original + 2 Copies

08/14/2019 10:22:34 enjls - Corey Stelljes 266-6518

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



Legislation Details (With Text)

File #: 56806 **Version:** 1 **Name:** Awarding Public Works Contract No. 8455, Park Paving 2019.

Type: Resolution **Status:** Passed

File created: 7/24/2019 **In control:** BOARD OF PUBLIC WORKS

On agenda: 8/6/2019 **Final action:** 8/6/2019

Enactment date: 8/9/2019 **Enactment #:** RES-19-00561

Title: Awarding Public Works Contract No. 8455, Park Paving 2019. (5th, 11th, 13th, 15th, and 17th ADs)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Contract 8455.pdf

Date	Ver.	Action By	Action	Result
8/6/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
7/31/2019	1	BOARD OF PUBLIC WORKS		
7/24/2019	1	BOARD OF PUBLIC WORKS	Refer	

The proposed resolution authorizes the award of Public Works Contract No. 8455, Park Paving 2019. The total estimated cost of the project is \$473,027. Funding is available in the Park Land Improvements project (Munis project 17421).

Awarding Public Works Contract No. 8455, Park Paving 2019. (5th, 11th, 13th, 15th, and 17th ADs)
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8455) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8455
PARK PAVING 2019

RAYMOND P. CATTELL, INC.

\$429,445.30

Bordner Park Acct. No. 19021-51-130:54250 (91235)	\$16,040.00
Contingency 8± %	<u>1,283.00</u>
Sub-Total	\$17,323.00

Brigham Park Acct. No. 19022-51-200:54250 (91235)	\$21,330.00
Contingency 8± %	<u>1,706.00</u>
Sub-Total	\$23,036.00

Reservoir Park Acct. No. 19036-51-130:54445 (91235)	\$16,730.00
Contingency 8± %	<u>1,338.00</u>
Sub-Total	\$18,068.00

Sandburg Park Acct. No. 19037-51-200:54250 (91235)	\$26,960.00
Contingency 8± %	<u>2,157.00</u>
Sub-Total	\$29,117.00

Patriot Park Acct. No. 17507-51-130:54440 (91226)	\$117,709.50
Contingency 8± %	<u>9,416.50</u>
Sub-Total	\$127,126.00

Wingra Creek Parkway Acct. No. 19044-51-130:54410(91327)	\$230,675.80
Contingency 12± %	<u>27,681.20</u>
Sub-Total	\$258,357.00

GRAND TOTAL	<u>\$473,027.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Ohio Casualty Insurance Company, The
SBS Company Number: 54218499
Domicile Type: Foreign
NAIC Group Number: 111 - LIBERTY MUT GRP
Merger Flag: No

NAIC CoCode: 24074
State of Domicile: New Hampshire
Organization Type: Stock

Short Name:
FEIN: 31-0396250
Country of Domicile: United States
Date of Incorporation: 01/01/1919

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, Email, Website

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

Email
 No results found.

Website
 No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 10/01/2012
Issue Date: 08/02/1929
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 110565
Approval Date:
Article No:

Status Date: 08/02/1929
Expiration Date:
File Date:
COA Number:

Appointments

Show 10 entries

Showing 1 to 4 of 8134 entries

schreib

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual		01/29/2018	01/10/2019	03/15/2020
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual	Property	01/29/2018	01/10/2019	03/15/2020
TRAVIS SCHREIBER	17134535	17134535	Intermediary (Agent) Individual	Casualty	04/22/2014	01/10/2019	03/15/2020
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual	Casualty	01/29/2018	01/10/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

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
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	08/02/1929
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	08/02/1929
Miscellaneous	Miscellaneous	08/02/1929
Ocean Marine Insurance	Ocean Marine Insurance	08/02/1929
Surety Insurance	Surety Insurance	08/02/1929

First Previous 1 2 Next Last

Contact

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

No results found.

Name Change History

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

\$429,445.30
CONTRACTOR'S OFFICE COPY

BID OF RAYMOND P. CATTELL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PARK PAVING 2019

CONTRACT NO. 8455

MUNIS NO. 19021 -51 -130; 19022 -51 -200;
19036-51-200; 19037-51-200; 17507-51-130; 19044-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 6, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**PARK PAVING 2019
CONTRACT NO. 8455**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

RFP: EK

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:	PARK PAVING 2019
CONTRACT NO.:	8455
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	7/19/19
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/18/19
BID SUBMISSION (2:00 P.M.)	7/25/19
BID OPEN (2:30 P.M.)	7/25/19
PUBLISHED IN WSJ	7/3/19, 7/11/19 & 7/18/19

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 - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

MINOR 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/aaTBDir.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/aaTBDir.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

PARK PAVING 2019 CONTRACT NO. 8455

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

SECTION 104: SCOPE OF WORK

This project consists of grading and asphalt paving work at multiple locations. The contract includes asphalt paving at four basketball court locations, grading and paving an asphalt park path and the resurfacing of Wingra Creek Parkway, including installation of new Type H Curb and Gutter.

Parks staff shall prepare the basketball court locations for paving and provide restoration after paving is complete. The Contractor shall provide only the asphalt paving for the basketball court sites. The construction at the Patriot Park path and the resurfacing of Wingra Creek Parkway shall consist of all work by Contractor.

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

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

Basketball Courts:

The courts shall be staked and graded by Parks staff. The Contractor shall review and check final base course grades for accuracy and shall be responsible for setting final asphalt grades according to the plans. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087.

Path at Patriot Park:

The City of Madison shall be responsible for setting all lines and/or grades required to complete the work. The City of Madison Parks Division will make available an electronic copy of the project upon request. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087.

Wingra Creek Parkway:

The Contractor will be responsible for all layout, lines and/or grades required to complete the work for the roadway construction. All surveying and staking shall be considered incidental to Bid Item 10911-MOBILIZATION. The City of Madison Parks Division will make available to the surveyor an electronic copy of the project upon request. All surveying questions should be directed to Dan Rodman of the Parks Division at drodman@cityofmadison.com or (608) 266-6674.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)658-3087 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

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

The Contractor shall take care when accessing the site not to damage existing asphalt paths or the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications at no additional cost to the City.

All pavement surfaces shall maintain a minimum grade of 0.5% unless approved in writing by the Engineer or shown on the plan. Final asphalt surface grades shall be within 0.5% of specified grades shown on the plans and it shall be the Contractor's responsibility to ensure final asphalt grades are accurate and within the acceptable margin of error.

Under no circumstances shall water pond on finished asphalt surfaces. If final asphalt grades are not within the acceptable margin of error, or are found to pond water, the Contractor shall remove and replace the asphalt at no additional cost to the City. If repair or replacement is required in a path all repairs shall be a minimum of 50' in length and shall include the entire width of the court or roadway.

City Engineering Division has a contract with Fahrner Asphalt Sealers, LLC to crack seal the parking lot and maintenance yard at the Goodman Maintenance Facility served by Wingra Creek Parkway. The crack sealing work does not overlap with the area to be pulverized but is anticipated to take place during construction. The Contractor shall coordinate with Jeff Hellenberger with Fahrner Sealers, LLC to provide a time when Fahrner can access the parking lots, including the staging area, and seal all cracks in the existing asphalt.

Jeff may be contacted at:

Phone: (608) 849-6466
Cell : (608) 514-4985
jeff.hollenberger@fahrnerasphalt.com

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of construction operations. The Contractor shall complete the projects during the timeframe listed below and in Section 109.2.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of these designs is to minimize the damage to those trees that remain following construction. Except where shown on the plans no trees may be removed as part of this project. Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

It is recognized that grading operations and root cutting of some trees will need to occur in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, trenching; stone placement, filling, etc. occur within 5 feet of the trunk, or where a tree marked No Root Cut "(NRC)" on the plan, construction operations shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are

complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees is shown on the plans as No Root Cut (NRC) and shall be paid under Bid Item 10803 – ROOT CUTTING.

The normal work hours for Forestry staff: 7:00 AM – 3:00 PM, Mon-Fri.

The contact information for Forestry Staff is:

Madison West:

Wayne Buckley
Cell: (608) 220-0637
Office Phone: (608) 266-4892
Radio #: 701304
wbuckley@cityofmadison.com

Madison East:

Brad Hofmann
Cell: (608) 220-6796
Office Phone: (608) 267-4908
Radio #: 701305
bhofmann@cityofmadison.com

SECTION 107.7: MAINTENANCE OF TRAFFIC

Wingra Creek Parkway:

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to Corey Stelljes, cstellijes@cityofmadison.com, prior to the pre-construction meeting.

The Contractor shall only work between 7:00 a.m. and 7:00 p.m. on weekdays and regular working hours on weekends. One lane shall remain open at all times and access to the Goodman Maintenance Facility shall be maintained at all times. During working hours, the Contractor shall use flaggers to maintain traffic to/from the Goodman parking lot. The Wingra Creek Bike Path shall remain open at all times.

All signing and barricading 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. This shall be included in the Traffic Control lump sum bid item.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, tubular markers and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

The work areas shall be backfilled or protected by traffic control devices during non-working hours. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures. Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the Traffic Control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

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 2 working days 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. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Engineer that permanent signing is in place and temporary traffic control may be removed.

Basketball Courts

Traffic control shall be incidental to Bid Item 10911 MOBILIZATION.

Bordner Park:

The Contractor may remove parking on the north side of Elder Pl bordering Bordner Park to use as a staging area for construction equipment.

Brigham Park:

The Contractor may remove parking on the east side of Rosedale Ave north of Brigham Park to use as a staging area for construction equipment.

Reservoir Park:

The Contractor may remove parking on the east side of Larkin St bordering Reservoir Park to use as a staging area for construction equipment.

Patriot Park Path

The Contractor may remove parking on the east side of Congress Ave adjacent to Patriot Park to use as a staging area for construction equipment.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison for each applicable park site:

1. Brigham Park– City of Madison Erosion Control Permit
2. Sandbug Park – City of Madison Erosion Control Permit
3. Patriot Park- City of Madison Erosion Control Permit
4. Wingra Creek Parkway- City of Madison Erosion Control Permit

Wingra Creek Parkway:

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by the Contractor and at all times following storm events This work will be paid for under the appropriate bid item. See SECTION 210.1(a). of the City of Madison Standard Specifications. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of this permit will be provided to Contractor prior to start of construction. The Contractor must keep a copy of this permit on site at all times throughout construction.

Basketball Courts and Patriot Park Path:

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by City staff.

The City's obtaining of these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

BID ITEM 10803 - ROOT CUTTING

DESCRIPTION

Work under this item shall include all costs associated with root cutting as described in Special Provision Section 107.13 Tree Protection Specifications.

METHOD OF MEASUREMENT

Root Cutting shall be measured per each individual tree marked NRC on the plan.

BASIS OF PAYMENT

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

SECTION 109.2: PROSECUTION OF THE WORK

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

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

SECTION 109.7: TIME OF COMPLETION

It is anticipated the City of Madison will issue a Start to Work letter on or about September 17, 2019.

The Contractor shall begin work on these sites on **September 17, 2019**, or as soon as the contract has been fully executed. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer (contact the Engineer at cstelljes@cityofmadison.com or 266-6518.)

Wingra Creek Parkway:

The date of completion shall be **November 15, 2019**. Contractor shall have **28 calendar days** to complete all work once mobilized

Basketball Courts:

The date of completion shall be **June 1, 2020**.

Patriot Park Path:

The date of completion shall be **June 1, 2020**. Contractor shall have **60 calendar days** to complete all work once mobilized

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to each park location. Parking of equipment, storage of materials, and staging shall be allowed within the construction fencing shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. The Contractor may not drive or store equipment on any portion of the park outside the construction limits unless indicated otherwise on plans or directed in the field.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these Special Provisions, or there is a significant change approved by the Engineer.

All quantities for base course and asphalt were determined by measuring an area and multiplying it by the depth shown in the typical sections. It shall be the Contractor's responsibility to verify quantities and notify the Engineer if any changes are required.

All items shall be paid as plan quantity as listed in the proposal without measurement thereof. Unless there is a substantial change, no payment shall be given for changes in plan quantities listed in proposal. "Substantial" shall mean changes over 30% of the estimated plan quantity.

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

BID ITEM 20101 –EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. Existing asphalt removal has been included in these quantities and shall be paid under this item. No shrinkage factor has been applied to fill quantities to estimate net volume. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available upon request.

The proposal quantity for excavation cut and fill was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil, placement of aggregate base per typical sections, and placement of three (3) inches of asphalt. Removal of existing block style curb shall be paid under this item.

Excess excavated material deemed unusable shall be disposed of off-site at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Any additional undercut required due to field conditions shall be paid for under BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED).

Test rolling for undercut determination is required at the Patriot Park and Wingra Creek Parkway sites and is incidental to this bid item. Test rolling shall be done with a fully loaded tri axle dump truck. Contractor shall notify construction Engineer at least 48 hours prior to test rolling.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

The Contractor may reuse gravel, and pulverize existing gravel to be used onsite. However, the Contractor shall note that the proposed subgrade may be lower than the existing subgrade, and any

reused material will have to be temporarily stored while subgrade is prepared. No additional compensation shall be paid for double handling of materials.

In addition to the quantities determined by the digital terrain models, removal of all existing curb, pavement, and sod have been included in the quantities for this item and shall be paid under this item.

Removal of existing landscaping and boulders at Patriot Park as identified on Sheet 5.1 is incidental to Excavation Cut.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

The quantity of clear stone included in this contract is sufficient to construct construction entrances and stone berm shown on plans. This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE and clear stone berm per BID ITEM 21015 – STREET CONSTRUCTION STONE BERM. If the Contractor chooses to use additional clear stone it shall be at no additional cost to the City.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20221 - TOPSOIL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to distribute, dispose and/or place topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

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

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing and placement of six (6) inches of proposed topsoil. All topsoil required, including stripped topsoil, are included in the quantities for this bid item.

Excess topsoil shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City. Double handling, stockpiling and placing topsoil is included in this bid item.

Contractor to note - the Engineer is to be called to inspect and approve the finished grade prior to seeding and mulching. Contractor shall provide a minimum 24 hours notice to Engineer when inspection is requested.

METHOD OF MEASUREMENT

Topsoil shall be measured as each SY placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 21011 – CONSTRUCTION ENTRANCE

DESCRIPTION

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accordance with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the city. The Engineer shall determine any damaged sections to be replaced.

METHOD OF MEASUREMENT

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 9 inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path and roadway construction.

The Contractor shall contact Dan Rodman at 658-3087 at least 48 hours prior to proof subgrade elevations prior to paving.

METHOD OF MEASUREMENT

Crushed Aggregate Base Course Gradation No. 2 shall be measured per ton placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Crushed Aggregate Base Course Gradation No. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S

Basketball Courts:

All work except for asphalt paving and striping shall be completed by City Parks Staff. Paving and striping shall be done by the Contractor. The Contractor shall inspect the sites before paving and submit a notice of site acceptance. The Contractor shall ensure that the final grades are per plan and suitable for paving. Once asphalt paving begins the Contractor shall be responsible for final grades.

Asphalt may not be placed until base course surface has been inspected and approved by the Contractor. The City of Madison Parks Division will make a surveyor available upon request. All surveying questions should be directed to Dan Rodman of the Parks Division at drodman@cityofmadison.com or (608) 266-6674.

Patriot Park Path:

The Contractor shall be responsible for all construction activities. Contractor shall test roll all areas to be paved. Test rolling for undercut determination is required at this site. Test rolling shall be done with a fully loaded tri axle dump truck. Contractor shall contact Engineer at least 48 hours prior to test roll.

Wingra Creek Parkway:

The Contractor shall be responsible for all construction activities. Contractor shall test roll all areas to be paved. Test rolling for undercut determination is required at this site. Test rolling shall be done with a fully loaded tri axle dump truck. Contractor shall contact Engineer at least 48 hours prior to test roll.

METHOD OF MEASUREMENT

HMA Pavement 4 Lt 58-28 S shall be measured per ton in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

HMA Pavement 4 Lt 58-28 S shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40311 – PULVERIZE AND SHAPE

DESCRIPTION

Work under this item shall include pulverizing and shaping all asphalt roadways in accordance with the plans, City of Madison Standard Specifications, and with the approval of the Engineer.

It is anticipated that there will be additional material required to achieve proposed grades listed on the plans. Additional material shall be paid under Bid Item 401020 CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2. All costs associated with removing, handling, transporting, and disposing of excess material shall be included in this item. Edges shall be sawcut per BID ITEM 20303 SAWCUT BITUMINOUS PAVEMENT.

METHOD OF MEASUREMENT

Pulverize and Shape shall be measured per square yard in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED)

DESCRIPTION

This bid item has been included in the event that undercut is necessary for construction of the asphalt paths or basketball courts. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation.

METHOD OF MEASUREMENT

Undercut (Undistributed) shall be measured per CY in the field as listed in the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

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

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90001 – HALF COURT BASKETBALL STRIPING

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to place half court lines and striping as shown in the plans and described below.

Regulation basketball court playing lines shall be marked as specified by the details on sheet 6.1 of the plans and at:

<http://www.courtdimensions.net/basketball-court>

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be two (2) inches wide. All court lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all fencing until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the City.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Half Court Basketball Striping shall be paid per each individual court.

BASIS OF PAYMENT

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

BID ITEM 90002 – HALF COURT BASKETBALL STRIPING WITH FOUR SQUARE

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to place half court lines and striping, including two four square courts, as shown in the plans and described below.

Regulation basketball court playing lines shall be marked as specified by the details on sheet 6.1 of the plans and at:

<http://www.courtdimensions.net/basketball-court>

Four square shall be striped as described on sheet 6.1 of the plans. Four Square outside lines shall be 12'x12' and interior lines shall be 6'x6'.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be two (2) inches wide. All court lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the City.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Half Court Basketball Striping With Four Square shall be paid per each individual court.

BASIS OF PAYMENT

Half Court Basketball Striping With Four Square shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – FULL COURT BASKETBALL STRIPING WITH FOUR SQUARE

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to place full court lines and striping, including two four square courts, as shown in the plans and described below. Regulation basketball court playing lines shall be marked as specified by the details on sheet 6.1 of the plans and at:

<http://www.courtdimensions.net/basketball-court>

Four square shall be striped as described on sheet 6.1 of the plans. Four Square outside lines shall be 12'x12' and interior lines shall be 6'x6'.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be two (2) inches wide. All court lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the City.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Full Court Basketball Striping With Four Square shall be paid per each individual court.

BASIS OF PAYMENT

Full Court Basketball Striping With Four Square shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 - BRUSHING

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove woody and herbaceous plants within the disturbance areas as shown on the plan set. This work includes removal of all trees less than 5" cal. dia. and excludes removal of trees identified for clearing and grubbing. Brushing shall include removing all stumps and exposed roots, and treating these with herbicide to prevent regrowth.

All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

MATERIALS

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

CONSTRUCTION

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All Brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

All cut trees and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

METHODS OF MEASUREMENT

Brushing shall be measured per square yard based on the plan quantity without measurement thereof and shall include all work, equipment, materials, and incidentals necessary to complete brushing activities as described above. If brushing is added outside the limits shown on the plan set, it shall be measured per square yard of brushing completed.

BASIS OF PAYMENT

Brushing shall be measured as provided above and shall be paid at the contract price, which shall be full payment for applying herbicides to cutting of trees, shrubs, and herbaceous plants from one eighth (1/8") inches up to five 5 inches diameter. Payment shall include all personnel, labor, herbicides and equipment needed to complete the work as provided in the description.



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

Assistant City Engineer
 Michael R. Dailey, P.E.
Principal Engineer 2
 Gregory T. Fries, P.E.
Principal Engineer 1
 Christina M. Bachmann, P.E.
 Eric L. Dundee, P.E.
 John S. Fahney, P.E.
 Christopher J. Petykowski, P.E.
Facilities & Sustainability
 Jeanne E. Hoffman, Manager
Operations Manager
 Kathleen M. Cryan
Mapping Section Manager
 Eric T. Pederson, P.S.
Financial Manager
 Steven B. Danner-Rivers

July 22, 2019

**NOTICE OF ADDENDUM
 ADDENDUM NO. 1**

CONTRACT NO. 8455

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

Revise Proposal Page Under Wingra Creek Parkway

ACCOUNT NO. 19044-51-130

Revise the following quantity:


20219	BREAKER RUN (UNDISTRIBUTED)	MODIFY	TON
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Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.


 Eric Knepp, Parks Superintendent

SECTION E: BIDDERS ACKNOWLEDGEMENT

PARK PAVING 2019
CONTRACT NO. 8455

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 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. Cattel 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

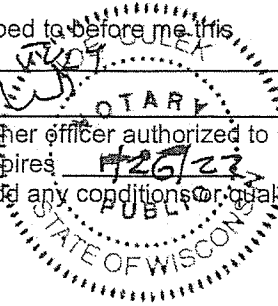
Secretary
TITLE, IF ANY

Sworn and subscribed to before me this 25 day of APRIL, 20 19.

[Signature]
NOTARY

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 7/26/23

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



Contract 8455 – 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

PARK PAVING 2019
CONTRACT NO. 8455

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 Vandover Road, Madison, Wis 53718
Telephone Number: 608-222-3180 Fax Number: 608-222-2753
Contact Person/Title: Arthur Mackesey

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.

J W
Witness Signature

Arthur Mackesey Sec.
Bidder's Signature

7/25/19
Date

PARK PAVING 2019
 CONTRACT NO. 8455
 DATE: 7/25/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page - Bordner Park			
10911.0 - MOBILIZATION - LS	1.00	\$4,000.00	\$4,000.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	48.00	\$230.00	\$11,040.00
90001.0 - HALF COURT BASKETBALL STRIPING - EA	1.00	\$1,000.00	\$1,000.00
Subtotals			\$16,040.00

Section B: Proposal Page - Brigham Park			
10911.0 - MOBILIZATION - LS	1.00	\$4,000.00	\$4,000.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	71.00	\$230.00	\$16,330.00
90002.0 - HALF COURT BASKETBALL STRIPING WITH FOUR SQUARE - EA	1.00	\$1,000.00	\$1,000.00
Subtotals			\$21,330.00

Section B: Proposal Page - Reservoir Park			
10911.0 - MOBILIZATION - LS	1.00	\$4,000.00	\$4,000.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	51.00	\$230.00	\$11,730.00
90001.0 - HALF COURT BASKETBALL STRIPING - EA	1.00	\$1,000.00	\$1,000.00
Subtotals			\$16,730.00

Section B: Proposal Page - Sandburg Park			
10911.0 - MOBILIZATION - LS	1.00	\$4,000.00	\$4,000.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	92.00	\$230.00	\$21,160.00
90003.0 - FULL COURT BASKETBALL STRIPING WITH FOUR SQUARE - EA	1.00	\$1,800.00	\$1,800.00
Subtotals			\$26,960.00

Section B: Proposal Page - Patriot Park			
10803.0 - ROOT CUTTING - EA	3.00	\$100.00	\$300.00
10911.0 - MOBILIZATION - LS	1.00	\$22,000.00	\$22,000.00
20101.0 - EXCAVATION CUT - CY	714.00	\$50.00	\$35,700.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - SY	60.00	\$3.00	\$180.00
20217.0 - CLEAR STONE - TON	42.00	\$30.00	\$1,260.00
20219.0 - BREAKER RUN (UNDISTRIBUTED) - TON	40.00	\$30.00	\$1,200.00
20221.0 - TOPSOIL - SY	1430.00	\$7.50	\$10,725.00
20401.0 - CLEARING - I.D.	91.00	\$33.00	\$3,003.00
20406.0 - GRUBBING - I.D.	91.00	\$33.00	\$3,003.00
20701.0 - TERRACE SEEDING - SY	1430.00	\$2.50	\$3,575.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$250.00	\$250.00
21013.0 - STREET SWEEPING - LS	1.00	\$2,500.00	\$2,500.00
21017.0 - SILT SOCK 8-INCH - LF	293.00	\$6.00	\$1,758.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - SY	1303.00	\$3.50	\$4,560.50
21073.0 - EROSION MATTING, CLASS II, TYPE C-ORGANIC - SY	127.00	\$6.00	\$762.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	193.00	\$35.00	\$6,755.00

PARK PAVING 2019
 CONTRACT NO. 8455
 DATE: 7/25/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	39.00	\$280.00	\$10,920.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	40.00	\$50.00	\$2,000.00
90000.0 - CONSTRUCTION FENCE - LF	430.00	\$7.00	\$3,010.00
90004.0 - BRUSHING - SY	1062.00	\$4.00	\$4,248.00
Subtotals			\$117,709.50

Section B: Proposal Page - Wingra Creek Parkway

10701.0 - TRAFFIC CONTROL - LS	1.00	\$3,500.00	\$3,500.00
10803.0 - ROOT CUTTING - EA	1.00	\$100.00	\$100.00
10911.0 - MOBILIZATION - LS	1.00	\$40,000.00	\$40,000.00
20101.0 - EXCAVATION CUT - CY	376.00	\$50.00	\$18,800.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - SY	2250.00	\$2.00	\$4,500.00
20217.0 - CLEAR STONE - TON	94.00	\$20.00	\$1,880.00
20219.0 - BREAKER RUN (UNDISTRIBUTED) - TON	1500.00	\$8.00	\$12,000.00
20221.0 - TOPSOIL - SY	549.00	\$10.00	\$5,490.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	72.00	\$5.00	\$360.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	100.00	\$10.00	\$1,000.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	126.00	\$5.00	\$630.00
20503.0 - ADJUST INLET - EACH	2.00	\$500.00	\$1,000.00
20701.0 - TERRACE SEEDING - SY	549.00	\$2.50	\$1,372.50
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$400.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EA	2.00	\$250.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$2,500.00	\$2,500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EA	2.00	\$350.00	\$700.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	608.00	\$6.00	\$3,648.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EACH	2.00	\$250.00	\$500.00
21061.0 - ERÓSION MATTING, CLASS I URBAN TYPE A - SY	549.00	\$3.50	\$1,921.50
30207.0 - TYPE "H" CONCRETE CURB & GUTTER - L.F.	1875.00	\$17.50	\$32,812.50
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	30.00	\$50.00	\$1,500.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	373.00	\$40.00	\$14,920.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	462.00	\$81.15	\$37,491.30
40218.0 - TACK COAT - GAL	227.00	\$3.00	\$681.00
40231.0 - 5 INCH CONCRETE SIDEWALK - S.F.	126.00	\$10.00	\$1,260.00
40311.0 - PULVERIZE AND SHAPE - SY	2265.00	\$5.00	\$11,325.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	750.00	\$20.00	\$15,000.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	2214.00	\$6.00	\$13,284.00
Subtotals			\$230,675.80

Grand Total: 61 Items	Totals	\$429,445.30
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 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.

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, 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, 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 1st day of February, 2018.



By: 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 7th day of AUGUST in the year Two Thousand and Nineteen 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 AUGUST 6, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

PARK PAVING 2019 CONTRACT NO. 8455

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 FOUR HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FORTY-FIVE AND 30/100 (\$429,445.30) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

**PARK PAVING 2019
CONTRACT NO. 8455**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

RAYMOND P. CATTELL, INC.




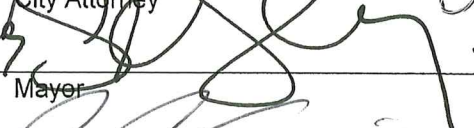

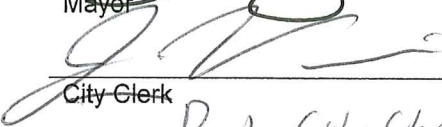
Company Name

	<u>8-7-2019</u>		<u>8-7-2019</u>
Witness	Date	President	Date
	<u>8-7-2019</u>	 TREAS.	<u>8-7-2019</u>
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	<u>8/23/19</u>		
Finance Director	Date	City Attorney	Date
	<u>26 AUG 2019</u>		<u>26 AUG 2019</u>
Witness	Date	Mayor	Date
	<u>8-14-19</u>		<u>8/14/19</u>
Witness	Date	City Clerk	Date
		<i>Deputy City Clerk</i>	

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 **FOUR HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FORTY-FIVE AND 30/100 (\$429,445.30)** 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:

**PARK PAVING 2019
CONTRACT NO. 8455**

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 7th day of August, 2019

Countersigned:

[Signature]
Witness
[Signature]
Secretary

RAYMOND P. CATTELL, INC.
Company Name (Principal)
[Signature]
President TREAS. 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 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 7, 2019
Date

[Signature]
Agent Signature Travis Schreiber



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

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

Certificate No: 8200493-969037

POWER OF ATTORNEY

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

all of the city of Madison state of Wisconsin 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 11th day of February, 2019.



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2019.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

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

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

