

Contract Routing Form

ROUTING: Routine

printed on: 04/19/2018

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

Project: Hilldale Way - Maple Terrace - University Avenue Traffic Signal Assessment District

Contract No.: 8128
Enactment No.: RES-18-00272
Dollar Amount: 256,374.80

File No.: 50826
Enactment Date: 04/18/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-20-18	4-20-2018
Director of Civil Rights	4.23.18	4.25.18 ^{FNT}
Risk Manager	4.27.18	4/27/18 ^{REN}
Finance Director	4.27.18	4/30/18 ^{MCR}
City Attorney	462 5-1-2018	5-1-18
Mayor	5.02.2018	5.02.2018

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

Original + 2 Copies

04/19/2018 12:23:39 enjls - Glen Yoerger 261-9177

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 256,374.80
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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Details Reports

File #:	50826	Version: 1	Name:	Awarding Public Works Contract No. 8128, Hilldale Way - Maple Terrace - University Avenue Traffic Signal Assessment District.
Type:	Resolution		Status:	Passed
File created:	3/6/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	4/10/2018		Final action:	4/10/2018
Enactment date:	4/18/2018		Enactment #:	RES-18-00272
Title:	Awarding Public Works Contract No. 8128, Hilldale Way - Maple Terrace - University Avenue Traffic Signal Assessment District.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8128.pdf</u>			

History (3) Text

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8128, Hilldale Way - Maple Terrace - University Avenue Traffic Signal Assessment District. The estimated cost of the project is \$276,890. The Traffic Engineering 2018 Capital Budget includes \$820,000 for Traffic Signal Installation (Munis project 10427). Funding is available in the minor projects listed on the attached.

Title

Awarding Public Works Contract No. 8128, Hilldale Way - Maple Terrace - University Avenue Traffic Signal Assessment District.

Body

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

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein; and subject to the approval of the intergovernmental agreement for cost sharing of the project by the Village of Shorewood Hills.

Sor2

See attached document (Contract No. 8128) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8128

HILLDALE WAY – MAPLE TERRACE – UNIVERSITY AVENUE TRAFFIC SIGNAL ASSESSMENT DISTRICT

RAYMOND P. CATTELL, INC.

\$256,374.80

Acct. No. 45852-45-170:54410 (91350)	\$170,608.80
Contingency 8%±	<u>13,651.20</u>
Sub-Total	\$184,260.00

Acct. No. 45852-45-174:54445 (91345)	\$20,450.00
Contingency 8%±	<u>1,640.00</u>
Sub-Total	\$22,090.00

Acct. No. 45852-45-176:54430 (96882)	\$61,203.00
Contingency 8%±	<u>4,897.00</u>
Sub-Total	\$66,100.00

Acct. No. 45852-45-177:54435 (91232)	\$4,113.00
Contingency 8%±	<u>327.00</u>
Sub-Total	\$4,440.00

GRAND TOTAL	<u>\$276,890.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

Business Address

Not Available
 Not Available, UN 99999
 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

62 MAPLE AVE
 KEENE, NH 03431-1625
 United States

Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(617) 357-9500
Mailing Fax Phone	(617) 574-5955
Mailing Toll Free Phone	(800) 843-6446
Statutory Home Office Primary Phone	(617) 357-9500
Statutory Home Office Toll Free Phone	(800) 843-6446
Main Admin Office Primary Phone	(617) 357-9500
Main Admin Office Toll Free Phone	(800) 843-6446

Email

No results found

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Company Type

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

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
MARIA ZAHOS	18368940	18368940	Intermediary (Agent) Individual	Casualty	04/17/2017	03/16/2018	03/15/2019
JAY ZAHN	2181567	2181567	Intermediary (Agent) Individual	Casualty	03/16/2015	03/01/2018	03/15/2019
MICHAEL ZAHN	14840439	14840439	Intermediary (Agent) Individual	Casualty	03/25/2015	03/01/2018	03/15/2019
ABBY ZAHORIK	7995625	7995625	Intermediary (Agent) Individual	Casualty	08/30/2016	03/01/2018	03/15/2019
MARIA ZAHOS	18368940	18368940	Intermediary (Agent) Individual	Property	04/17/2017	03/16/2018	03/15/2019
ABBY ZAHORIK	7995625	7995625	Intermediary (Agent) Individual	Property	08/30/2016	03/01/2018	03/15/2019

Line Of Business

Filter

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

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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First Previous 1 Next Last

Company Merger

No results found.

Name Change History

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

First Previous 1 Next Last

\$256,374.80
FILE

BID OF RAYMOND P. CATTELL, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HILLDALE WAY – MAPLE TERRACE – UNIVERSITY AVENUE
TRAFFIC SIGNAL ASSESSMENT DISTRICT

CONTRACT NO. 8128

MUNIS NO. 45852

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 10, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
ASSESSMENT DISTRICT
CONTRACT NO. 8128

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: gy

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:	HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL ASSESSMENT DISTRICT
CONTRACT NO.:	8128
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 9, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 8, 2018
BID SUBMISSION (2:00 P.M.)	MARCH 15, 2018
BID OPEN (2:30 P.M.)	MARCH 15, 2018
PUBLISHED IN WSJ	MARCH 1 & 8, 2018

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL ASSESSMENT DISTRICT CONTRACT NO. 8128

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 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 - SCOPE OF WORK

The project limits for the work to be done are within the intersection of University Avenue, Hilldale Way and Maple Terrace. The project will include construction of new signals and a new median island that will limit left-turns at the intersection.

The work under this contract shall include but not be limited to installation traffic signals, signal conduit and concrete signal bases, a signal controller cabinet base, handholes, construction of curb and gutter, base preparation, storm sewer adjustments, asphalt pavement, pavement marking, sidewalk construction, topsoil placement, seeding and restoration. The installation of signal conduit will be required beneath sidewalk, roadway and terrace green space.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field at the time of construction. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 104.6 DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. City Traffic engineering crews will be installing new traffic signal equipment in conjunction with this project. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

Existing Items to Remain

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

The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. If storm sewer pipe or structures that are to remain are removed and replaced to complete portions of the work under this contract, all storm sewer work shall be included in the unit price for associated work. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. All private storm sewer discharges shall be maintained for all properties in the project area.

Coordination with Private Utilities

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

Madison Gas & Electric (Electric)

The contact for coordination with MGE for electric facilities is Mark Bohm, (608) 252-4730. No conflicts are anticipated but ULO's will be required to verify utility locations.

Madison Gas & Electric (Gas)

The contact for coordination with MGE for gas facilities is Shaun Endres, (608) 252-7224. No conflicts are anticipated but ULO's will be required to verify utility locations.

ATC

The contact for coordination with ATC is Lori Kolbow, (262) 506-6886. No conflicts are anticipated with ATC facilities.

AT&T

The contact for coordination with AT&T is Carol Anason, (608) 252-2385. No conflicts are anticipated but ULO's will be required to verify utility locations.

CenturyTel

The contact for coordination with CenturyTel is Kyle Tostenson, (308) 417-27681563. No conflicts are anticipated.

Charter Communications

The contact for coordination with Charter Communications is Tom Payne, (608) 288-6839. No conflicts are anticipated with Charter facilities.

No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

SECTION 107.6 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 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall not start work on this project until the traffic control devices have been installed in accordance with the approved Traffic Control Plan. This includes the operation of the message boards for a minimum of 7 days prior to the start of construction as shown in the Traffic Control Plan. Failure of the Contractor to operate the message boards at least 7 days prior to the start of construction shall prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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.

A Traffic Control Plan for the project is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the Traffic Control Plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan except as noted below. Submit all traffic control change requests to the construction engineer at least 3 working days prior to an actual traffic control change. A request does not constitute approval. If the plan contains any contradictions to the MUTCD, the MUTCD will take precedence over the plan. Any changes to the traffic control plan must be approved by the City Traffic Engineer.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

University Avenue

Travel lane closures shall only occur on weekdays between 9:00 a.m. and 3:30 p.m. for Eastbound University and weekdays between 7:00 AM and 3:00 PM for Westbound University/Northbound Midvale, and anytime on weekends. All lane closures of University Avenue shall require an electronic, flashing arrow board. The contractor shall maintain all lanes shown on the traffic control plan except as noted below.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 3 working days prior to an actual traffic control change. A request does not constitute approval.

Work on University Avenue shall be phased as shown in the Traffic Control Plan. Phase 1 work will include all work (including all asphalt pavement layers) located within the median turn lanes and the EB and WB through lanes adjacent to the median on University Avenue. Comply with all lane closure restrictions as stated in this specification.

Phase 2 work will include work on all other quadrants of the intersection. Final paving operations shall be accomplished on a weekend morning utilizing flagging operations to maintain traffic.

Maple Terrace

Traffic shall be maintained on Maple Terrace at all times. Flagging operations will be allowed as needed for utility construction and milling and paving operations in the intersection. Local and emergency vehicle access shall be maintained at all times.

Hilldale Way

A Minimum of one traffic lane inbound to the Hilldale Mall and Target store entrances on Hilldale Way shall be maintained at all times. The Hilldale Way entrance to the Mall is one-way inbound at this intersection. Flagging operations will be allowed as needed for utility construction and milling and paving operations in the intersection. Local and emergency vehicle access shall be maintained at all times.

Maintain pedestrian crossings at all times. If sidewalk must be closed for construction purposes, contractor shall insure that all crosswalks at the end of the closed sidewalk block are fully open. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining sidewalk is considered incidental to the contract.

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 construction engineer that permanent signing is in place and temporary traffic control may be removed.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Mark Winter City of Madison Traffic Engineering at 266-6543 for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. 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 one (1) working day 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.

SECTION 107.10: OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 108.2 PERMITS

A WDNR Water Resources Application for Project Permits (WRAPP) is not required for this project. The City of Madison has obtained a City of Madison Erosion Control Permit. An erosion control plan is not required for this location but erosion control measures shall be used. The Contractor is responsible to install erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration. The City has applied for a Permit to Work in County Trunk Highway Right-of-Way. As a condition of the Permit to Work in County Truck Highway Right-of-Way, the Contractor shall submit a Certificate of Insurance naming "Dane County" as additional Insured. Costs for obtaining this Certificate of Insurance shall be incidental to the project.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

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

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **MAY 7, 2018**. The total time of completion of the contract shall be **FIFTY-EIGHT (58)** calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

SECTION 210.1(d) STREET SWEEPING

When required by the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by Dane County and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

ARTICLE 401. CRUSHED AGGREGATE BASE COURSE

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

ARTICLE 500 SEWER AND SEWER STRUCTURES

STORM SEWER AND STRUCTURES GENERAL

The storm sewer designer for this project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

Storm sewer work shall include installing structures and storm sewer at locations shown on the plan and in accordance with these specifications.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and approval of the design engineer has been received.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

BID ITEM 50801 UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction, Latest Edition. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The City of Madison Traffic Engineering Division will install new signal poles as necessary and install wire for new traffic signal operation.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit. Coordinate with City of Madison Electrical Section, Mike Benzschawel (266-9031), to ensure that lighting circuits have been rerouted prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM		Quantity
1 ¼" x 48"	Anchor Bolts	4
1 " x 40"	Anchor Bolts	8
¾" x 19"	Anchor Bolts	16

Anchor Bolts for Type 13 Base shall be furnished by the contractor.

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit, wire, and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the terrace, one foot from the back of curb, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

ARTICLE 604 BASES FOR STREET LIGHTING UNITS

REMOVE STREET LIGHT POLE

The contractor shall deliver the removed street light poles and light fixtures to the Traffic Engineering Shop at 1120 Sayle Street. Contact Dennis Rowe, 608 266-9034, to coordinate delivery time and location.

ARTICLE 607 ELECTRICAL HANDHOLES

The contractor shall furnish Type I, and V handholes conforming to this section and the Standard Detail Drawings.

Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type I shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

Electrical Handhole, Type V, shall be gray colored polymer concrete construction. Box dimensions shall be 26" wide by 38" long by 24" deep. The box and cover shall be rated at 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

BID ITEM 90001 – COLORED AND TEXTURED CONCRETE 7-INCH

DESCRIPTION

This special provision describes furnishing and installing Colored and Textured Concrete 7-Inch, complete and accepted in place, including base materials, sealer and samples in accordance with Part 3 of the Standard Specifications, and the plans, details, and as hereinafter provided.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Prior to installing in the design locations, Contractor shall provide a sample of the anticipated color and texturing methods.

MATERIALS

All concrete designated as colored in the plans shall utilize an integral-mix colored admixture and shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix. Add integral concrete colorant according to manufacturer's instructions. Provide a copy of those manufacturer instructions to the Engineer prior to providing the material's for construction.

The Integral Color shall be either:

- Brickform Color No. 425 "Autumn-Brown" or
- Soloman Color No. 338 "Leather" or
- an approved equal.

IMPRINTING PATTERN

Use a 6" x 6" cobblestone pattern matching previous segments of University Avenue.
All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

An experienced Contractor who has installed a minimum of 30,000 square feet of colored and imprinted concrete shall install Colored and Textured 7-Inch Concrete. The Contractor shall submit written documentation of imprinted concrete work to the Engineer prior to the start of construction.

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Provide materials and labor for constructing all excavations, base preparation/installation, foundation preparation/installation and backfilling.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Apply release agent in accordance to the manufacturer's recommendations.

Stamping method shall be in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling.

Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete settings.

Remove excess release agent from the concrete seventy two (72) hours after placement using a stiff brush and a mild murataic acid solution (approximately 4 oz per 2.5 gallons water) to achieve desired color. Rinse and let dry. Apply curing compound at 350 SF/gal coverage rate or in accordance to manufacturer's recommendations to seal the concrete immediately after drying.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

Colored and Textured Concrete 7-Inch shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

Colored and Textured Concrete 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Colored and Textured Concrete 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, color admixtures, stamping, joint fillers, joint sealers, and expansion joints; for excavating and preparing the base and foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90100: CONCRETE BASE TYPE 13

The contractor shall conform to Wisconsin Department of Transportation Detail Drawing 9C12: "Concrete Base Type 13" and Wisconsin Department of Transportation specifications.

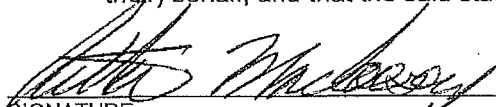
Anchor bolts for Type 13 Bases shall be provided by the contractor.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
ASSESSMENT DISTRICT
CONTRACT NO. 8128**

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

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

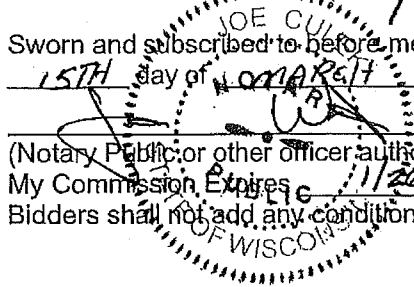


SIGNATURE

Secretary

TITLE, IF ANY

Sworn and subscribed to before me this
15TH day of MARCH, 2018



(Notary Public or other officer authorized to administer oaths)

My Commission Expires 11/26/22
Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8128 – 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

HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
ASSESSMENT DISTRICT
CONTRACT NO. 8128

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

Prime Bidder Certification

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

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

Witness' Signature

Date

Bidder's Signature

**HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
ASSESSMENT DISTRICT
CONTRACT NO. 8128**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
TR ¹⁵ Construction	Landscaping - Erosion	<u>315</u> %
ACT ₁ - Sawing	Sawcutting	<u>75</u> %
Neil Schlough	Tracking	<u>320</u> %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>750</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____ % (discounted to 60%)
Total Percentage of SBE Utilization:		<u>750</u> %.

HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
 ASSESSMENT DISTRICT
 CONTRACT NO. 8128
 DATE: 3/15/18

Raymond P. Cattell Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$26,500.00	\$26,500.00
10720.0 - TRAFFIC CONTROL SIGN-PORTABLE ARROW BOARD - DAYS	80.00	\$25.00	\$2,000.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	30.00	\$125.00	\$3,750.00
10911.0 - MOBILIZATION - LS	1.00	\$26,500.00	\$26,500.00
20101.0 - EXCAVATION CUT CY	210.00	\$30.00	\$6,300.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - SY	150.00	\$5.00	\$750.00
20219.0 - BREAKER RUN - TON	80.00	\$10.00	\$800.00
20221.0 - TOPSOIL - SY	180.00	\$5.00	\$900.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	300.00	\$5.00	\$1,500.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	290.00	\$8.00	\$2,320.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	400.00	\$5.00	\$2,000.00
20701.0 - TERRACE SEEDING - SY	180.00	\$5.00	\$900.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	180.00	\$5.00	\$900.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	40.00	\$40.00	\$1,600.00
30207.0 - TYPE 'H' CONCRETE CURB & GUTTER - LF	360.00	\$25.00	\$9,000.00
30209.0 - SPECIAL WATERWAY - SF	30.00	\$10.00	\$300.00
30301.0 - 5" CONCRETE SIDEWALK - SF	350.00	\$6.70	\$2,345.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF	450.00	\$7.50	\$3,375.00
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	160.00	\$10.00	\$1,600.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	48.00	\$30.00	\$1,440.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	100.00	\$15.00	\$1,500.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	300.00	\$10.00	\$3,000.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	130.00	\$110.00	\$14,300.00
40205.0 - HMA PAVEMENT 4 MT 58-28 H - TON	250.00	\$120.00	\$30,000.00
40211.0 - BITUMINOUS TACK COAT - GAL	130.00	\$5.00	\$650.00
40301.0 - FULL WIDTH GRINDING - SY	1200.00	\$12.00	\$14,400.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	26.00	\$1.05	\$27.30
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	215.00	\$2.10	\$451.50
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	100.00	\$4.90	\$490.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	252.00	\$7.00	\$1,764.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	140.00	\$7.80	\$1,092.00
60826.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	2.00	\$400.00	\$800.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	3.00	\$135.00	\$405.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	1.00	\$135.00	\$135.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	2.00	\$250.00	\$500.00
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	245.00	\$2.00	\$490.00
60885.0 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	13.00	\$8.00	\$104.00
90001.0 - COLORED AND TEXTURED CONCRETE 7-INCH - SF	550.00	\$10.40	\$5,720.00

HILLDALE WAY - MAPLE TERRACE - UNIVERSITY AVENUE TRAFFIC SIGNAL
 ASSESSMENT DISTRICT
 CONTRACT NO. 8128
 DATE: 3/15/18

Raymond P. Cattell Inc.

Item	Quantity	Price	Extension
20313.0 - REMOVE INLET - EACH	2.00	\$500.00	\$1,000.00
20314.0 - REMOVE PIPE - L.F.	12.00	\$25.00	\$300.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21041.0 - INLET PROTECTION TYPE D - COMPLETE - EACH	10.00	\$150.00	\$1,500.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING - RESURFACING - EACH	2.00	\$500.00	\$1,000.00
40367.0 - ADJUST VALVE CASTING METHOD # 1 - RESURFACING - EACH	4.00	\$250.00	\$1,000.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - EACH	1.00	\$1,500.00	\$1,500.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	5.00	\$10.00	\$50.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	1.00	\$100.00	\$100.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	5.00	\$300.00	\$1,500.00
50741.0 - TYPE H INLET - EACH	2.00	\$2,500.00	\$5,000.00
50761.0 - SADDLED INLET TYPE I - EACH	2.00	\$2,500.00	\$5,000.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$1,000.00	\$1,000.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	40.00	\$100.00	\$4,000.00
60221.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH METHOD" - L.F.	674.00	\$15.00	\$10,110.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	393.00	\$7.00	\$2,751.00
60223.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT BY "OPEN TRENCH METHOD" - L.F.	9.00	\$14.00	\$126.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	18.00	\$6.00	\$108.00
60229.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH" METHOD - L.F.	83.00	\$14.00	\$1,162.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	492.00	\$6.00	\$2,952.00
60231.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT BY "OPEN TRENCH" METHOD - L.F.	73.00	\$13.00	\$949.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT - L.F.	317.00	\$35.00	\$11,095.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	1.00	\$1,000.00	\$1,000.00
60409.0 - CONSTRUCT OFFSET BASE - EACH	1.00	\$1,500.00	\$1,500.00
60411.0 - CONSTRUCT TYPE "G" BASE - EACH	4.00	\$750.00	\$3,000.00
60413.0 - CONSTRUCT TYPE "P" BASE - EACH	1.00	\$1,500.00	\$1,500.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	1.00	\$250.00	\$250.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	2.00	\$750.00	\$1,500.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	6.00	\$1,200.00	\$7,200.00
90100.0 - CONCRETE BASE TYPE 13 - EACH	2.00	\$6,000.00	\$12,000.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	113.00	\$6.00	\$678.00
60231.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT BY "OPEN TRENCH" METHOD - L.F.	19.00	\$13.00	\$247.00
60532.0 - FURNISH & INSTALL 3 #4 & 1 #8 WIRES IN EXISTING OR CONTRACTOR INSTALLED CONDUIT - L.F.	296.00	\$3.00	\$888.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	2.00	\$1,000.00	\$2,000.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	1.00	\$300.00	\$300.00
73 Items	Totals		\$256,374.80



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

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

Assistant City Engineer

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahmney, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Raymond P. Cattell, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through February 1, 2020.

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

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

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

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

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

PRINCIPAL

Raymond P. Cattell
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: [Signature]
SIGNATURE AND TITLE

SURETY

The Ohio Casualty Insurance Company
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: [Signature] Attorney-In-Fact
SIGNATURE AND TITLE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 14840439 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

February 1, 2018
DATE

[Signature]
AGENT SIGNATURE

828 John Nolen Drive
ADDRESS

Madison, WI 53713
CITY, STATE AND ZIP CODE

608-288-2893
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
February 1, 2018 - February 1, 2020
NAME OF SURETY
The Ohio Casualty Insurance Company
NAME OF CONTRACTOR
Raymond P. Cattell, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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



 SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

February 1, 2018

 DATE

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

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

Certificate No. 7989373

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2018.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of February, 2018.



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

currency rate, interest rate or residual value guarantees.

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 11 day of April in the year Two Thousand and Eighteen between **RAYMOND P. CATTELL, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City:

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **APRIL 10, 2018**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **TWO HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED SEVENTY-FOUR AND 80/100 (\$256,374.80)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

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

c. Exemptions: This section shall not apply when:

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

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

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

Countersigned:

RAYMOND P. CATTELL, INC.

<u>[Signature]</u>	<u>4-11-2018</u>	<u>[Signature]</u>	<u>4-11-2018</u>
Witness	Date	President	Date
<u>[Signature]</u>	<u>4-11-2018</u>	<u>[Signature]</u>	<u>4-11-2018</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>[Signature]</u>		<u>[Signature]</u>	
Finance Director		City Attorney	
Signed this <u>2nd</u> day of <u>May</u> , 20 <u>18</u>			
<u>[Signature]</u>		<u>[Signature]</u>	<u>02 May 2018</u>
Witness		Mayor	Date
<u>[Signature]</u>		<u>[Signature]</u>	<u>4-20-2018</u>
Witness		City Clerk	Date

SECTION 1: 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 TWO HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED SEVENTY-FOUR AND 80/100 (\$256,374.80) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

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TRAFFIC SIGNAL ASSESSMENT DISTRICT
CONTRACT NO. 8128

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 11th day of April, 2018

Countersigned:

[Signature]
Witness
[Signature]
Secretary

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

Approved as to form:

[Signature]
City Attorney

The Ohio Casualty Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Michael R. Zahn

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

April 11, 2018
Date

[Signature]
Agent Signature

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. 7989377

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2018.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of April, 2018.



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

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

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