

Contract Routing Form

ROUTING: Routine

printed on: 05/09/2019

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

Project: Sidewalk, Curb & Gutter, and Concrete Pavement Patches, City wide Installation and Repair -- 2019

Contract No.: 8368 File No.: 55366
Enactment No.: RES-19-00347 Enactment Date: 05/06/2019
Dollar Amount: 520,962.50

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-9-19	5/9/19
Director of Civil Rights	5/10/19	5/22/19
Risk Manager	5/22/19	5/22/19 REN
Finance Director	05-23-2019	5/22/19 MDR
City Attorney	592 5-22-19	5-23-19
Mayor	5.23.19	5.24.19

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

Original + 2 Copies

05/09/2019 10:07:21 enjls - Bill McGlynn 266-4537

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

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Boards, Commissions and Committees Members



Details Reports

File #:	55366	Version: 1	Name:	Awarding Public Works Contract No. 8368, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair - 2019.
Type:	Resolution	Status:	Passed	
File created:	4/9/2019	In control:	Engineering Division	
On agenda:	4/30/2019	Final action:	4/30/2019	
Enactment date:	5/6/2019	Enactment #:	RES-19-00347	
Title:	Awarding Public Works Contract No. 8368, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair - 2019. (Citywide)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8368.pdf</u>			

History (3) Text

Fiscal Note

The proposed resolution awards the contract for the 2019 citywide concrete pavement patching and improvement to sidewalk, curb, and gutter for a total cost of \$536,590. Funding is provided by GO Borrowing within the Sidewalk Program for Engineering Pedestrian and Bicycle in the adopted 2019 capital budget.

MUNIS:

11881

Title

Awarding Public Works Contract No. 8368, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair - 2019. (Citywide)

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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

SDR

See attached document (Contract No. 8368) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8368
SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR
- 2019

RAYMOND P. CATTELL, INC.

\$520,962.50

Acct. No. 11881-403-200: 54425 (91382)	\$346,537.50
Contingency 3%±	<u>10,392.50</u>
Sub-Total	\$356,930.00

Acct. No. 11881-403-174:54445 (91345)	\$2,300.00
Contingency 3%±	<u>70.00</u>
Sub-Total	\$2,370.00

Acct. No. 11856-402-200:54410 (91396)	\$172,125.00
Contingency 3%±	<u>5,165.00</u>
Sub-Total	\$177,290.00

GRAND TOTAL	<u>\$536,590.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

Business Address 62 MAPLE AVE KEENE, NH 03431-1625 United States	Mailing Address 175 BERKELEY ST BOSTON, MA 02116 United States	Statutory Home Office Address 62 MAPLE AVE KEENE, NH 03431-1625 United States	Main Administrative Office Address 175 BERKELEY ST BOSTON, MA 02116 United States
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Phone, Email, Website

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

Company Type

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

Appointments

Show entries Showing 1 to 1 of 7998 entries

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

First Previous **1** Next Last

Line Of Business

Show entries Showing 1 to 10 of 11 entries

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

First Previous **1** 2 Next Last

Contact

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

Company Merger

No results found.

Name Change History

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

\$520,962.50
FILE

BID OF RAYMOND P. CATTELL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019

CONTRACT NO. 8368

MUNIS NO. 11881

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 30, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

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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: wjm

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:	SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO.:	8368
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	03/29/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	03/28/2019
BID SUBMISSION (2:00 P.M.)	04/04/2019
BID OPEN (2:30 P.M.)	04/04/2019
PUBLISHED IN WSJ	03/21/2019 & 03/28/2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR 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

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2019 CONTRACT NO. 8368

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

The Contractor shall perform work at various locations throughout the City, as ordered by the Common Council, or as directed by the Engineer. This work includes various locations of replacing defective sidewalk and curb and gutter, concrete pavement repairs, storm sewer, sidewalk ramps including detectable warning fields (supplied by the City of Madison) and associated work. There are also locations where new sidewalk and associated work shall be installed. A list of approved locations and detail drawings are included with these Special Provisions. The list, however, is not a final list. Additional locations may be added.

An interim completion date of August 5, 2019 is required for all work included with these Special Provisions. Any work added to the contract by September 13, 2019 shall be completed by November 15, 2019. Work added after September 13, 2019 shall be completed in a timeframe mutually agreed upon by the Contractor and City. Liquidated damages in accordance with Section 109.9 of the Standard Specifications shall apply to all completion dates noted above.

No work shall take place on the UW Campus on August 15 and 16, 2019.

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

SECTION 104.3 **CHANGES IN THE WORK**

The quantities of the items listed in this Contract are estimates only, based upon past year's request work and known request work on file at the time this Contract was bid. The quantities of the items are subject to change.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

Remaining concrete dust shall be cleaned and removed from sidewalk surface as well as surrounding railings, sidewalk, pavement, driveways, landscaping, or other objects in the vicinity of work upon completion of concrete sawcutting.

Excess concrete from finishing operations and from spillage on adjacent sidewalk and/or street shall be removed immediately.

This work shall be incidental to operations connected with this contract.

SECTION 105.12 COOPERATION BY CONTRACTOR

The Contractor shall coordinate the work under this contract with various City of Madison Public Works construction projects.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wisconsin Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice. The Contractor shall notify the Diggers Hotline at 1-800-242-8511 before moving onto and starting work on each of the various streets.

The contractor shall not work on sidewalks on streets within two blocks of schools while in session.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The contractor shall coordinate work with other construction projects so that sidewalk is open on one side of the street at all times.

The Contractor shall properly barricade and light all work areas in accordance with the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

Access to all residential driveways within the project limits shall be maintained whenever possible. During times when work will impede or prevent vehicular access to driveways, the Contractor shall notify all residents a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within ten (10) days of removal, including concrete cure time and asphalt paving.

Access to commercial driveways and multi-family units shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer. No additional compensation shall be given for maintaining access.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property. The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense.

Sidewalk forms, form pins and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

SECTION 107.6 DUSTPROOFING

Whenever sawcutting of concrete is required, the sawcutting shall be done by a means that will eliminate any dust.

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 dustproof the construction area by using power sweepers and water. Dustproofing shall be incidental with the operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Work requiring lane closures on collector or arterial streets shall require a Traffic Control Plan approved by the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd, Suite 100, Madison, WI 53703. The Contractor shall contact Mark Winter at 266-6543. The Contractor shall not start work within the arterial street lane closure area until the Traffic Engineering Department has approved the Traffic Control Plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. Peak hour traffic restrictions may apply as directed by the Traffic Engineer.

On-street parking may be removed by the Contractor to facilitate sidewalk construction and maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD), the City

of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

Work shall be arranged so that there is a minimum of interference with ingress and egress to private property. The Contractor shall furnish and install 3/4" crushed stone or crushed concrete on walkways and driveways as directed by the Engineer. All costs for this work shall be incidental to the various items of construction.

This contract does not include a separate contract item for Traffic Control. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal and replacement of traffic and parking signs, contact the City of Madison Traffic Engineering 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, to signing equipment.

SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

Should the Contractor require occupying a lane of traffic on an arterial street during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be at the Contractor's expense.

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Electric lighting (flashers) shall be used for lighting of work areas. Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before **May 28, 2019**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer.

All work shall be completed on or before **November 29, 2019**.

The Contractor shall work such overtime as required by the Engineer to meet the requirements of this project at no additional cost to the City.

The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown above or the actual date work begins whichever is sooner.

- A. This contract shall be in force from the date of award to completion within the current calendar year. In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar

days in which to resume work. Failure to respond to said notice, would subject the Contractor to paragraph C. of this section.

- B. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Foreman
2. One Cement Finisher
3. Two Laborers for Concrete Work
4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
5. Backfilling and cleanup force sufficient to restore disturbed areas within one (1) work day after the concrete is cured.

- C. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$425.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph B above. This sum shall be considered and treated not as a penalty but as fixed, agreed liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.

- D. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.

- E. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Work days may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

SECTION 109.3 LIMITATIONS OF OPERATIONS

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed.

Sidewalk, driveways, and drive aprons adjoining multi-family units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed. This does not eliminate the requirement for maintaining driveway access to multi-family units and commercial properties at all times as described in Section 107.1 within these Special Provisions.

The Contractor shall properly barricade all work areas until all patching, topsoil, seed and matting work is completed.

SECTION 109.14 MOBILIZATION

This contract does not include a separate contract item for Mobilization. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

SECTION 201 EXCAVATION CUT

The cost of excavating and preparation of subgrade including subbase, backfilling, and disposal of surplus materials shall be incidental to the new sidewalk Bid Items of 5-Inch Concrete Sidewalk and 7-Inch Concrete Sidewalk & Drive.

At locations where excavation is required at a depth greater than seven (7) inches for 5-Inch Concrete Sidewalk, the amount over seven inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

At locations where excavation is required at a depth greater than nine (9) inches for 7-Inch Concrete Sidewalk, the amount over nine inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

SECTION 210 EROSION CONTROL

Material stored at the project site, for use as backfill materials shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalks pavements shall be removed from the street and sidewalk pavements by hand shoveling and brooming at the end of each work day.

BID ITEM 21041 – INLET PROTECTION, TYPE D – COMPLETE (UNDISTRIBUTED)

BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED)

DESCRIPTION

Inlet Protection Type D Complete and Erosion Matting, Class I, Urban Type A and any other erosion control measures shall be installed as directed by the Engineer.

SECTION 301.8 PROTECTION OF THE CONCRETE

The Contractor shall protect all concrete work subjected to cold weather. Protection of same shall be done in accordance with Madison Standard Specifications. The Contractor shall protect all concrete work against damage or defacement of any kind until it has been accepted by the City. Concrete not acceptable to the Engineer, shall be removed and replaced, or repaired to the satisfaction of the Engineer. All costs pertaining to the above work shall be at the Contractor's expense.

BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

The Contractor shall contact City of Madison Engineering Services, 1600 Emil Street, 608-266-4430, during regular business hours, a minimum of one working day in advance to schedule pick-up of the cast iron plates. The Contractor shall pick up the cast iron plates between the hours of 7:30 a.m. and 8:00 a.m.

SECTION 305.2 **REMOVE & REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM; REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM**

DESCRIPTION

All sidewalk removed at crosswalks shall be replaced with 7 inches of concrete.

METHOD OF MEASUREMENT

Remove & Replace 7 Inch Concrete Sidewalk-Sidewalk Replacement Program shall be measured by the square foot.

BASIS OF PAYMENT

All sidewalk removed at crosswalks as provided above shall be paid for at the unit price of Remove & Replace 7 Inch Concrete Sidewalk-Sidewalk Replacement Program.

SECTION 305.5 **REMOVE & REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM**

DESCRIPTION

The Contractor shall be responsible for maintenance of pavement adjacent to curb until resurfacing operations take place. This work shall be incidental to the operations connected with this bid item.

SECTION 402 **ASPHALT CONSTRUCTION**

Asphalt surface course, installed with this contract, shall conform to all the pertinent requirements of Section 402 of the Standard Specifications except as modified herein.

For temporary sidewalks, the mixture shall be installed to be one (1) inch in compacted thickness and to the width designated in the field by the Engineer. The existing base or foundation shall be leveled and mechanically compacted.

Patching along curb and gutter, driveways, sidewalks, and other areas shall be done at the locations and to dimensions and depths as laid out in the field by the Engineer. Tack coat shall be applied to all adjacent existing concrete and asphalt surfaces.

The unit price bid for HMA pavement shall include the cost of tack coat materials.

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

METHOD OF MEASUREMENT

HMA Pavement 4 LT 28-28 S shall be measured by the area in square yard.

BID ITEM 40410 – CONCRETE SPEED HUMP

DESCRIPTION

The work under this item shall consist of repairing portions of existing concrete speed humps at 1601 Sunfield St, 1641 Sunfield St, and 1401 Wyldewood Dr. Additional locations may be added as needed. All dowel bars shall be epoxy coated and in accordance with Standard Details 3.10 and 3.11 of the Standard Specifications. Any concrete curb and gutter repair adjacent to the speed hump shall be paid for separately under that associated bid item. Dowelling of repair area to adjoining curb and gutter and existing speed hump sections shall be considered incidental to Concrete Speed Hump.

The concrete speed humps shall comply with all applicable sections "Section 415 Concrete Pavement" of the Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition, pertaining to Non-Reinforced Concrete Pavement, Doweled. Concrete Speed humps shall be doweled with epoxy coated dowels as shown in Standard Detail Drawings 4.10 and 4.11 of the Standard Specifications. It is anticipated that the speed humps will be hand formed and no additional compensation shall be given for any labor required to form the speed humps to the dimensions shown on the details.

METHOD OF MEASUREMENT

Work under this item shall be measured by the square yard in place.

BASIS OF PAYMENT

This item, measured as described above, will be paid for at the contract price per square yard of speed hump repaired or replaced, and for furnishing all labor, tools, materials, reinforcing, equipment, and incidentals necessary to complete the work.

BID ITEM 90001 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7-INCH CONCRETE SIDEWALK AND DRIVEWAY – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on driveways and sidewalks in areas designated by the Engineer.

BID ITEM 90002 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on curb and gutter in areas designated by the Engineer.

BID ITEM 90003 – BUS PAD

DESCRIPTION

This item involves the construction of new 5 inch concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

METHOD OF PAYMENT

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

BASIS OF PAYMENT

The contact price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including

subbase; for furnishing and placing 5 inch concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90004 – POLYGRATE TREE GRATE 4'X8'

DESCRIPTION

The work under this item shall consist of installing Polygrate Tree Grate 4'x8' TSB9648FE as manufactured by Structural Plastics Corporation of Holly, Michigan, or approved equal, at locations designated by the Engineer according to manufacturer's specifications and recommended installation procedures.

METHOD OF MEASUREMENT

Work under this item shall be measured by each 4'x8' grate installed and accepted.

BASIS OF PAYMENT

This item, measured as described above, will be paid for at the contract price per each 4'x8' grate installed and accepted, and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 90005 – POLYGRATE TREE GRATE FRAME 4'X8'

DESCRIPTION

The work under this item shall consist of installing Polygrate Tree Grate Frame 4'x8' TGF9648 as manufactured by Structural Plastics Corporation of Holly, Michigan, or approved equal, at locations designated by the Engineer according to manufacturer's specifications and recommended installation procedures.

METHOD OF MEASUREMENT

Work under this item shall be measured by each 4'x8' grate frame installed and accepted.

BASIS OF PAYMENT

This item, measured as described above, will be paid for at the contract price per each 4'x8' grate frame installed and accepted, and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 90006 – 5" STAMPED & COLORED CONCRETE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

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.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture 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.

The color for the islands shall be Redwood or an approved equal.

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.

Imprinting Pattern: Belgium cobblestone, matching existing pattern.

CONSTRUCTION

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

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturers specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

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

Apply curing compound per manufacturers recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

5" Stamped & Colored Concrete 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

5" Stamped & Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

5" Stamped & Colored Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90007 – 6" CONCRETE CURB HEAD

DESCRIPTION

6" Concrete Curb Head shall be constructed in accordance with Part III of the Standard Specifications and shall be installed per detail drawings. The 6" Concrete Curb Head shall be tied to the adjacent concrete pavement, and the tie bars are incidental to this work. All rebar shall be epoxy coated.

6" Concrete Curb Head is to be installed on compacted aggregate base and shall be cured and finished per the standard specifications.

METHOD OF MEASUREMENT

6" Concrete Curb Head shall be measured by the linear foot, acceptably completed.

BASIS OF PAYMENT

6" Concrete Curb Head, measured as provided and paid at the contract unit price, shall be full compensation for all material, formwork, finishing, equipment, labor and incidentals necessary to complete the work as set forth in the description.

2019 CITYWIDE DEFECT DATA

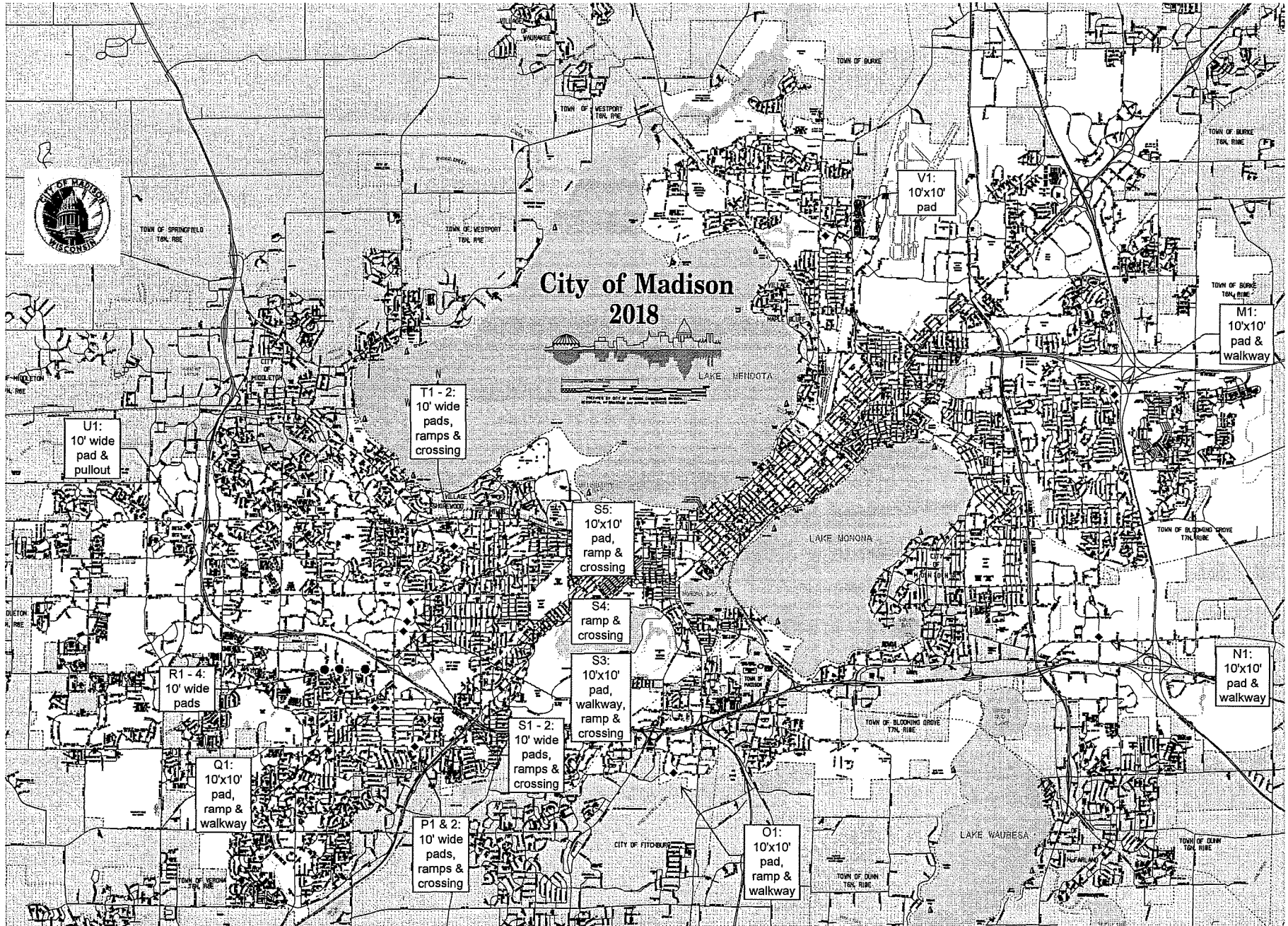
Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	DWF (SF)	Bus Pad (SF)	Conc. Pvmnt. Reconstruct (SY)	Speed Hump (SY)	Type 'A' C&G (LF)	R&R C&G (LF)	Comments
53562	9306 Old Sauk Rd	Hidden Cave Rd	Curb										18	Next to 734 Hidden Cave Rd
53562	9306 Old Sauk Rd	Hidden Cave Rd	Sidewalk	53										Next to 734 Hidden Cave Rd
53562	9306 Old Sauk Rd	Hidden Cave Rd	Ramp		64			8						Next to 734 Hidden Cave Rd, **RELOCATE RAMP INLINE WITH THE BIKE PATH**
53703	1351 Rutledge St	Rutledge St	Curb										10	
53704	2116 Atwood Ave	Atwood Ave	Tree Grate	45										R&R terrace concrete as needed and install 4'x8' Polygrate Tree Grate. 1 of 2 locations at 2116 Atwood Ave.
53704	2116 Atwood Ave	Atwood Ave	Tree Grate	45										R&R terrace concrete as needed and install 4'x8' Polygrate Tree Grate. 2 of 2 locations at 2116 Atwood Ave.
53704	902 North St	North St	Ramp		36			8						
53704	2901 N Sherman Ave	N Sherman Ave	Bus Pad						100					V1 E side of N Sherman Ave, S of private driveway. Bus pad for future bus shelter. **HOLD** Located on private property, will need easement prior to construction.
53704	1601 Sunfield St	Sunfield St	Speed Hump								29			R&R approx. 1/2 of speed hump
53704	1641 Sunfield St	Sunfield St	Speed Hump								16			R&R approx. 1/4 of speed hump.
53704	702 N Thompson Dr	Commercial Ave	Sidewalk	130										North side of center island of the roundabout at N Thompson Dr/Commercial Ave. 5" colored, stamped concrete and curbing within the island.
53704	1601 Trailsway	Trailsway	Curb										10	
53704	717 Vera Ct	Vera Ct	Curb										15	
53704	1401 Wyldewood Dr	Wyldewood Dr	Speed Hump								16			R&R approx. 1/4 of speed hump.
53705	1705 Capital Ave	Capital Ave	Curb										10	
53705	115 N Eau Claire Ave	Regent St	Bus Pad						40					T1 N side of Regent St, E of midblock walkway. Ramp, crossing, and bus pad.
53705	115 N Eau Claire Ave	Regent St	Ramp				24	8						T1 N side of Regent St, E of midblock walkway. Ramp, crossing, and bus pad.
53705	115 N Eau Claire Ave	Regent St	Ramp				120	16						T1 N side of Regent St, E of midblock walkway. Ramp, crossing, and bus pad. Ramp through median crossing.
53705	127 N Franklin Ave	N Franklin Ave	Curb										10	
53705	3100 Lake Mendota Dr	Lake Mendota Dr	Curb									80		
53705	4805 Regent St	Regent St	Bus Pad						40					T2 S side of Regent St, E of midblock walkway. Ramp and bus pad.
53705	4805 Regent St	Regent St	Ramp				24	8						T2 S side of Regent St, E of midblock walkway. Ramp and bus pad.
53705	3747 Speedway Rd	Glenway St	Ramp		56			8						Bottom half of handicap ramp on east side of Glenway St, across from intersection of Glen Dr.
53705	5602 University Ave	Capital Ave	Apron		72									Driveway apron to Felly's Flowers, on Capital Ave. side of property.
53711	6330 Alison Ln	Schroeder Rd	Bus Pad						120					R2 S side of Schroeder Rd, E of Rayovac Dr. Bus pad only.
53711	906 Chapel Hill Rd	Schroeder Rd	Curb										10	Water main break repair on Schroeder Rd.
53711	5701 Hammersley Rd	Hammersley Rd	Bus Pad						80					Q1 S side of Hammersley Rd, W of Whitney Way. Walkway, bus pad.
53711	5701 Hammersley Rd	Hammersley Rd	Sidewalk						75					Q1 S side of Hammersley Rd, W of Whitney Way. Walkway leading to bus pad.
53711	5122 Raymond Rd	Raymond Rd	Bus Pad						70					P1 N side of Raymond Rd, E of Lewon Dr. Ramp, crossing, bus pad.
53711	5122 Raymond Rd	Raymond Rd	Ramp				160	16						P1 N side of Raymond Rd, E of Lewon Dr. Ramp, crossing, bus pad. Ramp through median crossing.
53711	5201 Raymond Rd	Raymond Rd	Bus Pad						70					P2 S side of Raymond Rd, W of Lewon Dr. Ramp, crossing, bus pad.
53711	5201 Raymond Rd	Raymond Rd	Ramp				42	8						P2 S side of Raymond Rd, W of Lewon Dr. Ramp, crossing, bus pad.
53711	6214 Schroeder Rd	Schroeder Rd	Bus Pad						110					R3 N side of Schroeder Rd, E of Forward Dr. Bus pad only.
53711	6302 Schroeder Rd	Rayovac Dr	Bus Pad						90					R1 E side of Rayovac Dr, N of Schroeder Rd. Bus pad only.
53711	440 Science Dr	Science Dr	Bus Pad						100					S5 W side of Science Dr, S of Science Ct. Ramp, walkway, and bus pad.

2019 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	DWF (SF)	Bus Pad (SF)	Conc. Pvmt. Reconstruct (SY)	Speed Hump (SY)	Type 'A' C&G (LF)	R&R C&G (LF)	Comments
53711	440 Science Dr	Science Dr	Ramp				120	8						S5 W side of Science Dr, S of Science Ct. Ramp, walkway, and bus pad.
53711	440 Science Dr	Science Dr	Sidewalk						225					S5 W side of Science Dr, S of Science Ct. Ramp, walkway, and bus pad. Walkway to new bus pad.
53711	550 Science Dr	Science Dr	Bus Pad						100					S3 N side of Science Dr, W of private driveway. Ramp, walkway, bus pad.
53711	550 Science Dr	Science Dr	Ramp				60	8						S3 N side of Science Dr, W of private driveway. Ramp, walkway, bus pad.
53711	550 Science Dr	Science Dr	Sidewalk						225					S3 N side of Science Dr, W of private driveway. Ramp, walkway, bus pad. Walkway to new bus pad.
53711	5301 Tokay Blvd	Tokay Blvd	Bus Pad						30					S1 S side of Tokay Blvd, E of private driveway. Ramp and bus pad.
53711	5301 Tokay Blvd	Tokay Blvd	Ramp				24	8						S1 S side of Tokay Blvd, E of private driveway. Ramp and bus pad.
53711	5306 Tokay Blvd	Tokay Blvd	Bus Pad						80					S2 N side of Tokay Blvd, W of midblock walkway. Ramp and bus pad.
53711	5306 Tokay Blvd	Tokay Blvd	Ramp				48	8						S2 N side of Tokay Blvd, W of midblock walkway. Ramp and bus pad.
53711	5306 Tokay Blvd	Science Dr	Ramp				120	8						S4 S side of Science Dr, E of private driveway. Ramp.
53711	5810 Yorkshire Rd	Schroeder Rd	Bus Pad						100					R4 S side of Schroeder Rd, W of Saybrook Rd. Bus pad only.
53713	802 W Badger Rd	W Badger Rd	9" Concrete Pavement Patch							33				NW corner of W Badger Rd/S Park St, on W Badger Rd.
53713	3302 Watford Way	Post Rd.	Bus Pad						100					O1 N side of Post Rd, W of Watford Way. Ramp, walkway, bus pad.
53713	3302 Watford Way	Post Rd	Ramp				48	8						O1 N side of Post Rd, W of Watford Way. Ramp, walkway, bus pad.
53713	3302 Watford Way	Post Rd	Sidewalk						250					O1 N side of Post Rd, W of Watford Way. Ramp, walkway, bus pad. Walkway to new bus pad.
53714	701 Atlas Ave	Atlas Ave	Curb										12	
53714	3621 Milwaukee St	Milwaukee St	Curb										17	
53714	3621 Milwaukee St	Milwaukee St	9" Concrete Pavement Patch							33				
53714	4208 Milwaukee St	Milwaukee St	9" Concrete Pavement Patch							26				Concrete pavement patch in front of Quik Trip Car Wash. Actual address is 4104 Milwaukee St, Town of Blooming Grove.
53714	1 S Thompson Dr	Milwaukee St	Bus Pad						100					M1 S side of Milwaukee St, E of S Thompson Dr. Extend C&G, walkway, and bus pad.
53714	1 S Thompson Dr	Milwaukee St	Curb									75		M1 S side of Milwaukee St, E of S Thompson Dr. Extend C&G, walkway, and bus pad.
53714	1 S Thompson Dr	Milwaukee St	Sidewalk						400					M1 S side of Milwaukee St, E of S Thompson Dr. Extend C&G, walkway, and bus pad. Walkway to new bus pad.
53715	1109 Milton St	Milton St	Waterway			21								Waterway, for low spot in sidewalk near front steps/landing.
53718	5202 Femrite Dr	Agriculture Dr	Bus Pad						100					N1 E side of Agriculture Dr, N of Femrite Dr. Extend C&G, walkway, and bus pad.
53718	5202 Femrite Dr	Agriculture Dr	Curb									50		N1 E side of Agriculture Dr, N of Femrite Dr. Extend C&G, walkway, and bus pad.
53718	5202 Femrite Dr	Agriculture Dr	Sidewalk						200					N1 E side of Agriculture Dr, N of Femrite Dr. Extend C&G, walkway, and bus pad. Walkway to new bus pad.
53719	53 West Towne Mall	S Gammon Rd	9" Concrete Pavement Patch							15				Southwest corner of S Gammon Rd/Odana Rd. Located in right turn lane/on ramp from West Towne Mall parking lot to southbound S Gammon Rd.



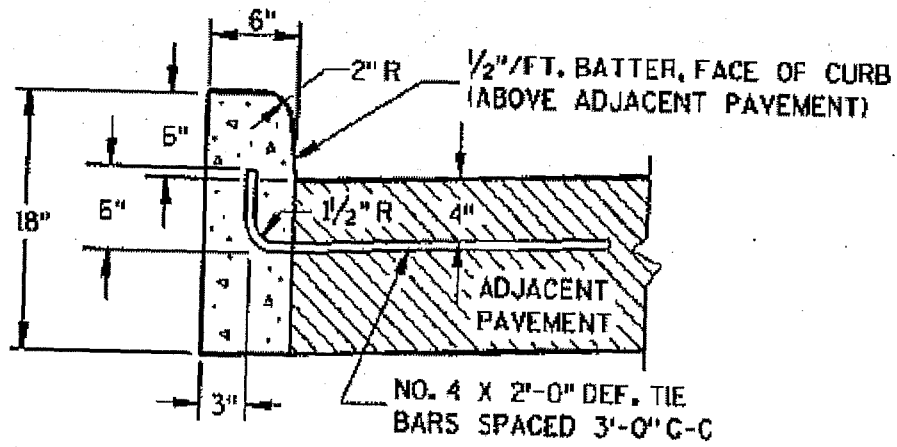
City of Madison 2018



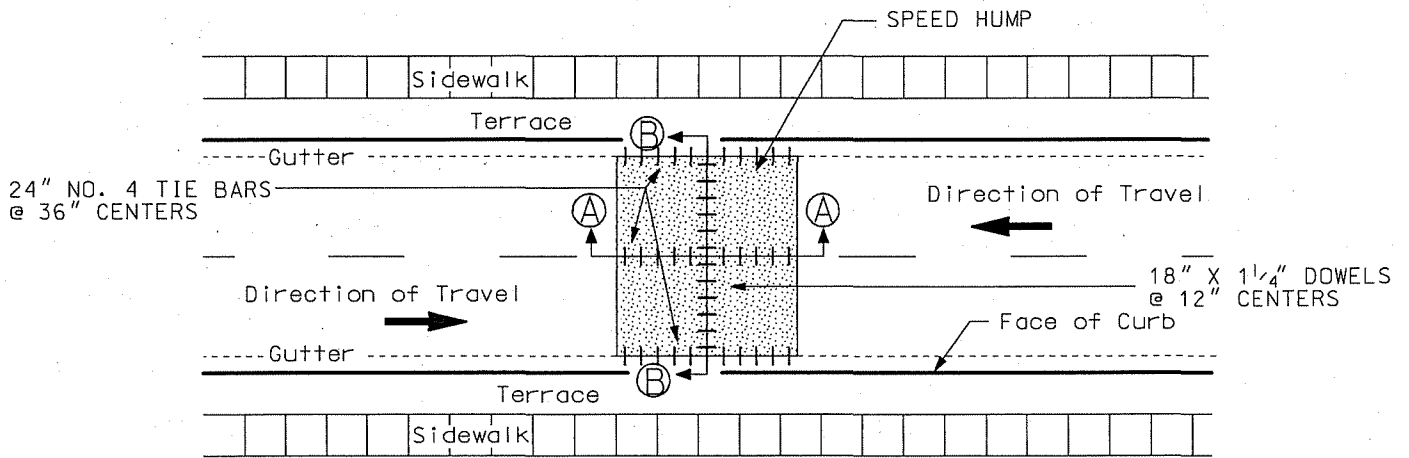
CITYWIDE BUS PAD IMPROVEMENT LOCATIONS

MAP	BLOCK	LOCATION	COMMENTS
M1	1 S Thompson Dr	S side of Milwaukee St, E of S Thompson Dr	Walkway, bus pad
N1	5202 Femrite Dr	E side of Agriculture Dr, N of Femrite Dr	Walkway, bus pad
O1	3302 Watford Way	N side of Post Rd, W of Watford Way	Ramp, walkway, and bus pad
P1	5122 Raymond Rd	N side of Raymond Rd, E of Lewon Dr	Ramp, median crossing, and bus pad
P2	5201 Raymond Rd	S side of Raymond Rd, W of Lewon Dr	Ramp, median crossing, and bus pad
Q1	5701 Hammersley Rd	S side of Hammersley Rd, W of Whitney Way	Walkway, bus pad
R1	6302 Schroeder Rd	E side of Rayovac Dr, N of Schroeder Rd	Bus pad only
R2	6330 Alison Ln	S side of Schroeder Rd, E of Rayovac Dr	Bus pad only
R3	6214 Schroeder Rd	N side of Schroeder Rd, E of Forward Dr	Bus pad only
R4	5810 Yorkshire Rd	S side of Schroeder Rd, W of Saybrook Rd	Bus pad only
S1	5301 Tokay Blvd	S side of Tokay Blvd, E of private driveway	Ramp, bus pad
S2	5306 Tokay Blvd	N side of Tokay Blvd, W of midblock walkway	Ramp, bus pad
S3	550 Science Dr	N side of Science Dr, W of private driveway	Ramp, walkway, and bus pad
S4	5306 Tokay Blvd	S side of Science Dr, E of private driveway	Ramp
S5	440 Science Dr	W side of Science Dr, S of Science Ct	Ramp, walkway, and bus pad
T1	115 N Eau Claire Ave	N side of Regent St, E of midblock walkway	Ramp, median crossing, and bus pad
T2	4805 Regent St	S side of Regent St, E of midblock walkway	Ramp, median crossing, and bus pad
V1	2901 Sherman Ave	E side of N Sherman Ave, S of private driveway	Bus pad for future shelter location

6" CONCRETE CURB HEAD DETAIL DRAWING

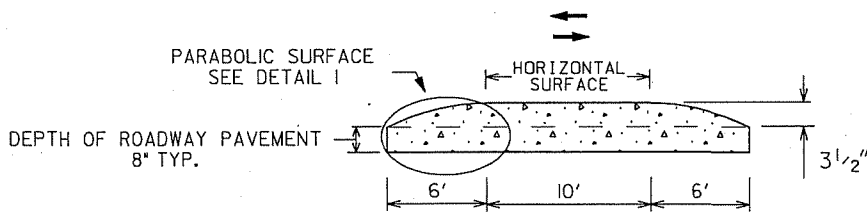


SPEED HUMP DETAIL



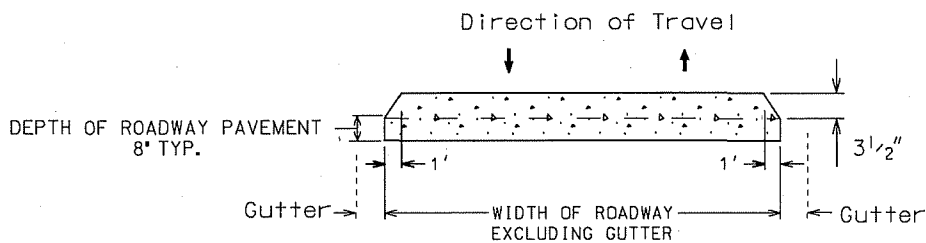
PLAN VIEW

SPEED HUMP ON TYPICAL URBAN STREET



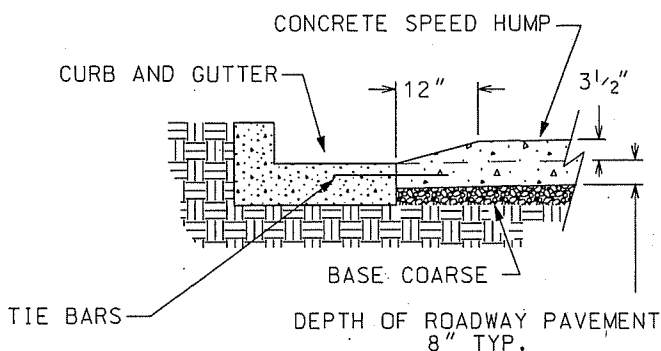
SECTION AA

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)

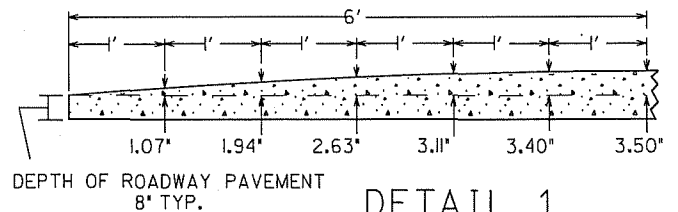


SECTION BB

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)



CURB DETAIL CROSS SECTION



DETAIL 1

PARABOLIC SURFACE

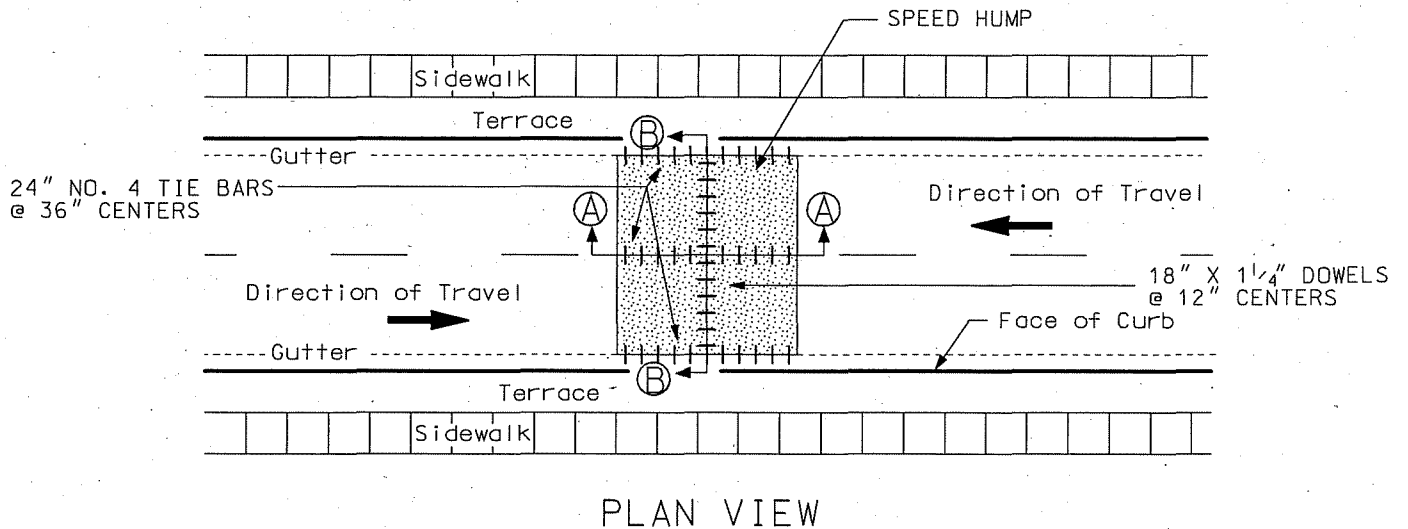
2008

CITY OF MADISON
ENGINEERING DIVISION

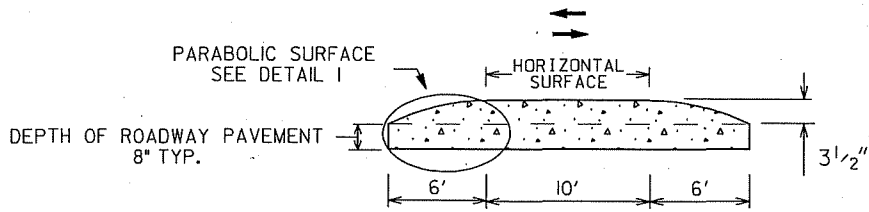
CONCRETE SPEED HUMP
FLOW THROUGH GUTTER

STANDARD DETAIL DRAWING 4.10

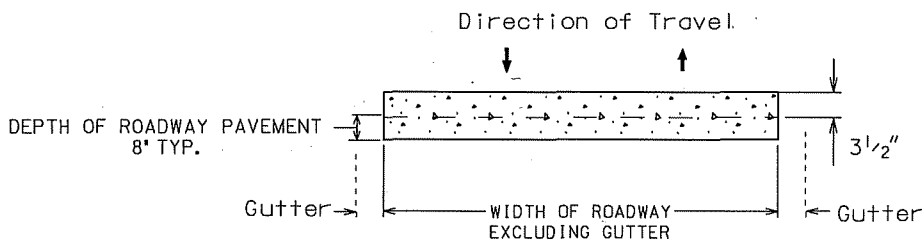
SPEED HUMP DETAIL



SPEED HUMP ON TYPICAL URBAN STREET

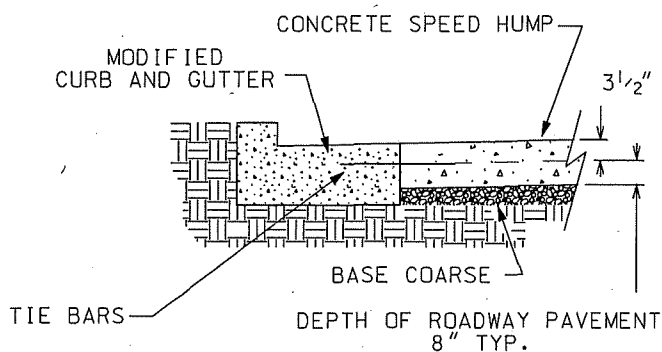


NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)

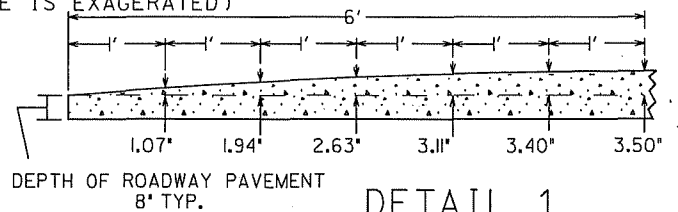


SECTION BB

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)



CURB DETAIL CROSS SECTION



DETAIL 1

PARABOLIC SURFACE

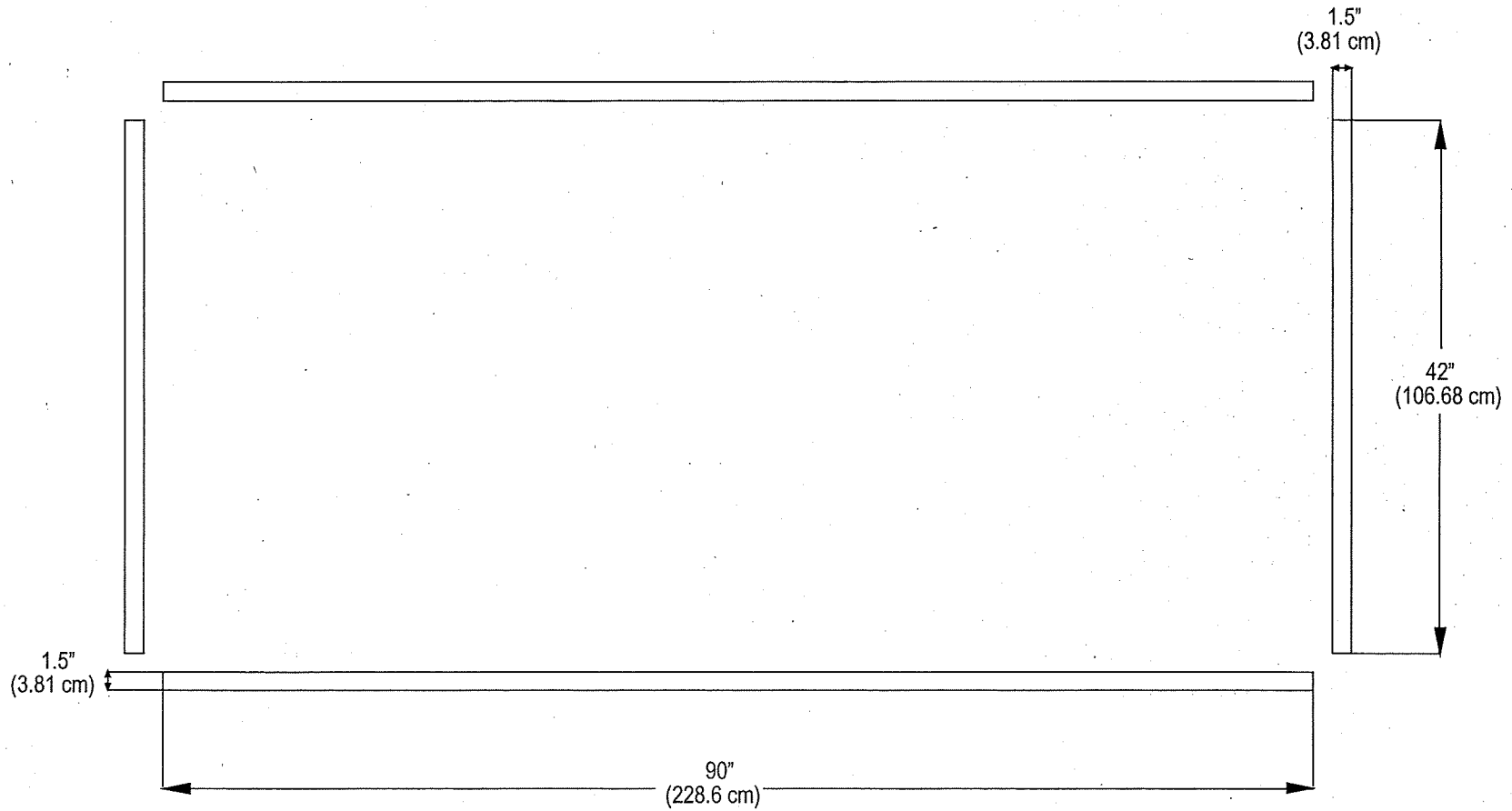
2008

CITY OF MADISON
ENGINEERING DIVISION

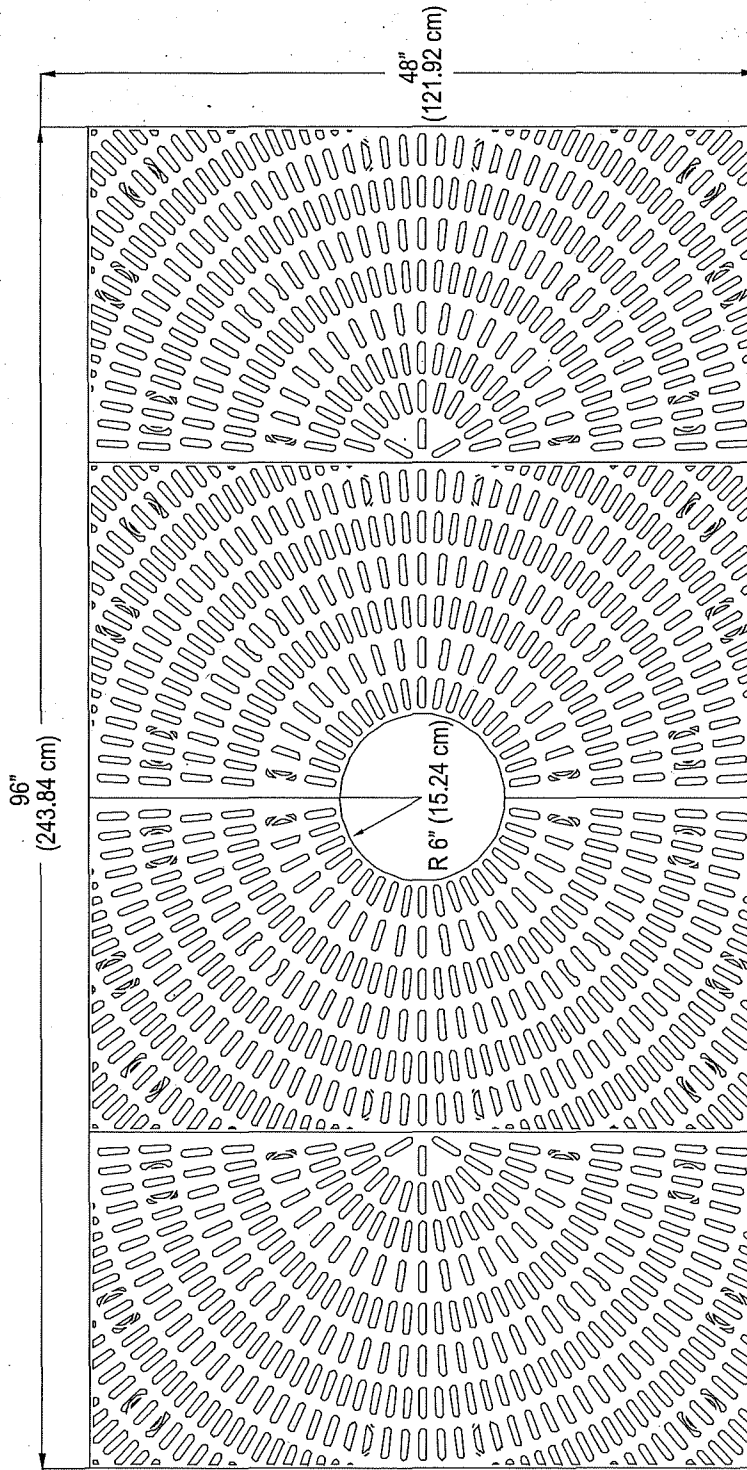
CONCRETE SPEED HUMP RAISED GUTTER

STANDARD DETAIL DRAWING 4.11

4' x 8' PolyGrate Frame TGF9648



4' x 8' Tree Grate TSB9648FE



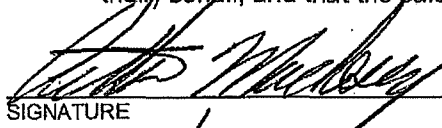
PolyGrate

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ 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 2ND day of JANUARY, 20 19.

(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 8368 – 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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

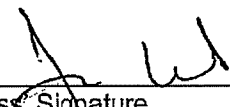
Prime Bidder Information

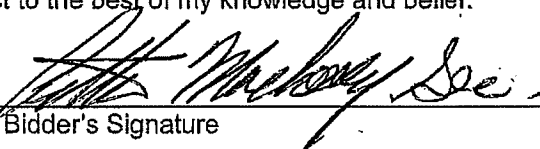
Company: Raymond P. Cattell Inc.
Address: 2401 Vondra Road, Madison, WI, 53718
Telephone Number: 608-222-3180 Fax Number: 608-222-2753
Contact Person/Title: Arthur Mackesey, Secretary

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
4-3-2019
Date


Bidder's Signature

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

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
JR's Construction	Landscaping + Erosion	3 %
Asti Sawing Inc.	Sawing Concrete - Asphalt	.50 %
Neil Schluerg Trucking	Trucking	.50 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>4%</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>4%</u>	%.

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION
AND REPAIR-2019**
CONTRACT NO. 8368
DATE: 4/4/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	50.00	\$5.00	\$250.00
10802.0 - ROOT CUTTING - SIDEWALK - LF	50.00	\$5.00	\$250.00
20101.0 - EXCAVATION CUT - CY	50.00	\$12.50	\$625.00
20218.0 - CRUSHED STONE - TON	75.00	\$12.50	\$937.50
20221.0 - TOPSOIL - SY	150.00	\$10.00	\$1,500.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - LF	75.00	\$3.00	\$225.00
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	200.00	\$3.00	\$600.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	150.00	\$3.00	\$450.00
20401.0 - CLEARING - ID	20.00	\$15.00	\$300.00
20406.0 - GRUBBING - ID	20.00	\$15.00	\$300.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$500.00	\$500.00
20502.0 - ADJUST CATCH BASIN - EACH	1.00	\$600.00	\$600.00
20701.0 - TERRACE SEEDING - SY	150.00	\$5.00	\$750.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE (UNDISTRIBUTED) - EACH	5.00	\$50.00	\$250.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED) - SY	150.00	\$10.00	\$1,500.00
30101.0 - #4 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$10.00	\$100.00
30103.0 - #6 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$15.00	\$150.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	200.00	\$25.00	\$5,000.00
30301.0 - 5 INCH CONCRETE SIDEWALK - SF	750.00	\$17.50	\$13,125.00
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - SF	1000.00	\$17.50	\$17,500.00
30330.0 - PROFILE SAWCUT - LF	130.00	\$30.00	\$3,900.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF	320.00	\$10.00	\$3,200.00
30342.0 - TREE GRATE 4' X 8' (INCLUDING FRAME) - EACH	5.00	\$2,400.00	\$12,000.00
30501.0 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK- SIDEWALK REPLACEMENT PROGRAM - SF	5000.00	\$25.00	\$125,000.00
30502.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE-SIDEWALK REPLACEMENT PROGRAM - SF	2500.00	\$26.00	\$65,000.00
30503.0 - REMOVE AND REPLACE CONCRETE STEPS - SIDEWALK REPLACEMENT PROGRAM - SF	20.00	\$60.00	\$1,200.00
30504.0 - REMOVE EXISTING ASPHALT SIDEWALK & DRIVEWAY - SIDEWALK REPLACEMENT PROGRAM - SF	250.00	\$3.00	\$750.00
30505.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	1500.00	\$60.00	\$90,000.00
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - SF	75.00	\$12.00	\$900.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - SY	150.00	\$85.00	\$12,750.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	2.00	\$400.00	\$800.00
40366.0 - REBUILD INLET - RESURFACING - EACH	1.00	\$1,500.00	\$1,500.00
40410.0 - CONCRETE SPEED HUMP - SY	65.00	\$150.00	\$9,750.00
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - SY	200.00	\$225.00	\$45,000.00
90001.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK - SIDEWALK REPLACEMENT PROGRAM - SF	250.00	\$27.00	\$6,750.00
90002.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	75.00	\$62.00	\$4,650.00

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION
AND REPAIR-2019**
CONTRACT NO. 8368
DATE: 4/4/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
90003.0 - BUS PAD - SF	3000.00	\$28.00	\$84,000.00
90004.0 - POLYGRATE TREE GRATE 4'X8' - EACH	2.00	\$550.00	\$1,100.00
90005.0 - POLYGRATE TREE GRATE FRAME 4'X8' - EACH	2.00	\$150.00	\$300.00
90006.0 - 5" STAMPED & COLORED CONCRETE - SF	150.00	\$40.00	\$6,000.00
90007.0 - 6" CONCRETE CURB HEAD - LF	30.00	\$50.00	\$1,500.00
41 Items	Totals		\$520,962.50



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

Assistant City Engineer

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

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Raymond P. Cattell, Inc.

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

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

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

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

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

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

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

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

February 1, 2018
DATE

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

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

Certificate No. 7989373

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

POWER OF ATTORNEY

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

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

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



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of February, 2018.



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

currency rate, interest rate or residual value guarantees.

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

SECTION H: AGREEMENT

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

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 30, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2019 CONTRACT NO. 8368

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 FIVE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-TWO AND 50/100 (\$520,962.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

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

Countersigned:

RAYMOND P. CATTELL, INC.

[Signature] 5/6/19
 Witness Date

[Signature] 5/6/19
 Witness Date

RAYMOND P. CATTELL, INC.
 Company Name

[Signature] 5-6-2019
 President Date

[Signature] 5-6-2019
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 5/22/19
 Finance Director Date

[Signature] 5.24.19
 Witness Date

[Signature] 5/9/19
 Witness Date

[Signature] 5.23.19
 City Attorney Date

[Signature] 5/27/19
 Mayor Date

[Signature] for 5-9-19
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RAYMOND P. CATTELL, INC. as principal, and The Ohio Casualty Insurance Company Company of New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIVE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-TWO AND 50/100 (\$520,962.50) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2019
CONTRACT NO. 8368**

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

Signed and sealed this 1st day of May, 2019

Countersigned:

RAYMOND P. CATTELL, INC.

Company Name (Principal)

Witness

[Signature]
[Signature]
Secretary

President

[Signature]
Seal

Approved as to form:

The Ohio Casualty Insurance Company

Surety

Seal

Salary Employee

Commission

City Attorney

[Signature]

By

Attorney-in-Fact Travis Schreiber

[Signature]

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17134535 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 1, 2019
Date

Agent Signature

[Signature]



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

LOCK

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

Certificate No. 8200493-969037

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, 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.

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: 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 May, 2019.



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