

Contract Routing Form

ROUTING: **Urgent Rush**

printed on: 10/07/2016

Contract between: Drax, Inc ?  
 and Dept. or Division: Equal Opportunity Office  
 Name/Phone Number:

Project: Public Safety Radio System 2016

Contract No.: 7773  
 Enactment No.: RES-16-00765  
 Dollar Amount: 51,138.00 ✓

File No.: 44475  
 Enactment Date: 10/06/2016

*Approved & Pooled In Munis*

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-2-16	10-11-2016
Director of Civil Rights	10.17.16	10-18-16
Risk Manager	10.18.16	10/18/16 <i>RS</i>
Finance Director	10.18.16	<i>RS</i> 10/18/16
City Attorney	<i>MSH</i> 10-18-16	10-18-16
Mayor	10.18.16	10.19.16
<i>Finance (For Scanning)</i>	10-19-2016	10-19-2016

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

Original + 2 Copies

10/07/2016 11:51:03 enknb - Randy Wiesner- 267-8679

Dis Rights: OK ~~N/A~~ / Problem - Hold  
 Prev Wage: AA / Agency ~~No~~  
 Contract Value: 51,138  
 AA Plan: EXHIBIT Approved  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / ~~ED~~ / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 44475      **Version:** 1      **Name:** Awarding Public Works Contract No. 7773, Public Safety Radio System 2016.

**Type:** Resolution      **Status:** Passed

**File created:** 9/14/2016      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 10/4/2016      **Final action:** 10/4/2016

**Enactment date:** 10/6/2016      **Enactment #:** RES-16-00765

**Title:** Awarding Public Works Contract No. 7773, Public Safety Radio System 2016.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7773.pdf

Date	Ver.	Action By	Action	Result
10/4/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
9/21/2016	1	BOARD OF PUBLIC WORKS		
9/15/2016	1	Engineering Division	Referred	

The 2016 capital budget includes \$6,000,000 for the Public Safety Radio System (MUNIS Project 45019), funded by GO Borrowing. The proposed resolution authorizes \$55,230 and is available in the project.

Awarding Public Works Contract No. 7773, Public Safety Radio System 2016.

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

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

See attached document (Contract No.7773) for itemization of bids.

*Handwritten initials:* tcs  
SDR

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7773  
 PUBLIC SAFETY RADIO SYSTEM 2016

DRAX, INC.

\$51,138.00

Acct. No. 45019-45-140:54210(90924)	\$51,138.00
Contingency 8%±	<u>4,092.00</u>
GRAND TOTAL	<u>\$55,230.00</u>

SBS Web Site | SBS Online Services | NAIC Services | NIPR Services | Help



**License Services**



Wisconsin Office of the Commissioner of Insurance



## Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

### Agent Information

Licensee Name: JOHN C KLEIN

License Number: 0000238254

NPN: 238254

Report Date: 10/04/2016

### Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/11/2008
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/11/2008
Addison Insurance Company	111584	10324	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/15/2014
Addison Insurance Company	111584	10324	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/15/2014
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/10/2015
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/10/2015
Artisan and Truckers Casualty Company	110578	10194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/02/2009
Artisan and Truckers Casualty Company	110578	10194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/02/2009
Economy Premier Assurance Company	111831	40649	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/02/2008
Economy Premier Assurance Company	111831	40649	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/02/2008
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/10/2015
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/10/2015
Foremost Insurance Company Grand Rapids, Michigan	111988	11185	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/11/2008
Foremost Insurance Company Grand Rapids, Michigan	111988	11185	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/11/2008
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/31/2010
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/31/2010
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/13/2008
Liberty Mutual Fire Insurance Company	111439	23035	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/13/2008
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/13/2008
Merchants Bonding Company (Mutual)	111779	14494		Casualty	05/10/2011

			INTERMEDIARY (AGENT) INDIVIDUAL		
Merchants National Bonding, Inc.	110323	11595	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/06/2013
Metropolitan Property and Casualty Insurance Company	110974	26298	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/02/2008
Metropolitan Property and Casualty Insurance Company	110974	26298	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/02/2008
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Surety	12/21/2012
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/21/2012
Pioneer Specialty Insurance Company	110693	40312	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/21/2012
Progressive Northern Insurance Company	110458	38628	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/02/2009
Progressive Northern Insurance Company	110458	38628	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/02/2009
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/23/2010
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/23/2010
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/23/2010
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/23/2010
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/15/2014
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/15/2014
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Surety	12/21/2012
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/21/2012
Western National Mutual Insurance Company	112147	15377	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/21/2012
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/20/2008

Close

\$51,138.00  
CONTRACTOR'S OFFICE COPY

BID OF DRAX, INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PUBLIC SAFETY RADIO SYSTEM 2016

CONTRACT NO. 7773

MUNIS NO. 45019

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PUBLIC SAFETY RADIO SYSTEM 2016  
CONTRACT NO. 7773**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: rw

## 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:	PUBLIC SAFETY RADIO SYSTEM 2016
CONTRACT NO.:	7773
BID BOND	5%
PRE-BID CONFERENCE (9:00 A.M.)	AUGUST 31, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	SEPTEMBER 2, 2016
BID SUBMISSION (1:00 P.M.)	SEPTEMBER 9, 2016
BID OPEN (1:30 P.M.)	SEPTEMBER 9, 2016
PUBLISHED IN WSJ	AUGUST 19, 26 & SEPTEMBER 2, 2016

PRE-BID CONFERENCE: A Pre-Bid Walk through is scheduled for Wednesday, August 31, 2016 as follows:

1. Contractors shall meet at the Spannem Ave. project site from 9:00AM to 10:00 AM to have access to this secured site and review the demolition work and location for the external generator.
2. Contractors shall meet at the Cross Hill Dr. project site from 10:30AM to 11:30 AM to have access to review this site.

City Project Manager, TE Project Manager and staff from Motorola/Vendors will be on hand for technical questions as needed.

**Questions and clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Pole Barn Bid documents in the subject line.

The deadline for receiving questions and clarifications shall be 12:00PM (noon) on Thursday, September 1, 2016. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison shall publish any addendums no later than 4:00PM on Friday, September 2, 2016 to respond to any questions or clarifications.

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2016 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](http://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](http://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.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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  
 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](http://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](http://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**

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### PUBLIC SAFETY RADIO SYSTEM 2016 CONTRACT NO. 7773

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 102.8 EXAMINATION OF SITES OF WORK

A Pre-Bid Walk through is scheduled for Wednesday, August 31, 2016 as follows:

1. Contractors shall meet at the Spannem Ave. project site from 9:00 AM to 10:00 AM to have access to this secured site and review the demolition work and location for the external generator.
2. Contractors shall meet at the Cross Hill Dr. project site from 10:30 AM to 11:30 AM to have access to review this site.

City Project Manager, TE Project Manager and staff from Motorola/Vendors will be on hand for technical questions as needed.

#### SECTION 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

#### SECTION 102.10 PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

**SECTION 102.12      BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

**SECTION 102.14      BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS**  
**(SEC. 39.08, MGO)**

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

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

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

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

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

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

**C.      Exemptions:** This section shall not apply when:

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

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

### **ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, October 6, 2016.** Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bohds shall be dated no sooner than Wednesday October 5, 2016.

### **ARTICLE 104: SCOPE OF WORK**

This contract is for work being done at 2 locations as noted below:

1. 3518 Cross Hill Drive, Madison. Work shall consist of excavation including removal of large shrubs. Form, pour, and backfill a foundation wall; form and pour a floor slab; form and pour accessible sidewalk, install required utilities, grounding wires, grading and landscaping all as per attached plans and specifications.
2. 4724 Spaanem Ave shall consist of the removal of existing steel support platforms to below grade, removal of existing concrete platform, forming and pouring of an exterior generator pad, and the installation of all required grounding and utilities per the attached plans and specifications.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition the Contractor shall include all costs of permits, disposal, equipment rental, utility service installations, and any other costs whatsoever which may be required for execution of this contract.

#### **SECTION 104.1 LANDS FOR WORK**

3518 Cross Hill Dr is an open Water Utility well site. Construction shall be limited to only the area needed for the work being performed and the excavation trenches of any utility work being installed under this contract. See Section 105.12 COOPERATION OF THE CONTRACTOR below for additional coordination and site restrictions.

4724 Spaanem Ave is a secured Water Utility well site. Coordination for access to the site will be coordinated by the contractor with Water Utility and Traffic Engineering at the preconstruction meeting. Construction shall be limited to only the area needed for the work being performed and the excavation trenches of any utility work being installed under this contract.

#### **SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following:

- The City Standard Specification, 2016 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – Site Plans for Cross Hill Dr and Spaanem Ave sites, generator pad details
- Exhibit B – Footing and Foundation Plans
- Exhibit C – Soil Borings Report
- Exhibit D – Communication Building Plan Set, reference only, not part of contract
- Exhibit E – Motorola-Standards and Guidelines for Communication Sites. This document is for Contractor reference as it pertains to certain component installations being performed under this contract. See plan notes for specific references.
- Exhibit F – GENERAC External Generator Information, reference only for dimensions and connection locations, not to be supplied with this contract



**SECTION 105.5      INSPECTION OF WORK**

The Contractor shall be responsible for coordinating and paying for all required regulatory inspections associated with items and installations associated with the execution of this contract.

The Contractor shall coordinate a pre-install meeting prior to installing the grounding rings at both locations. Attendance by the City Project Manager, Traffic Engineering Project Manager and Traffic Engineering's Communication Vendor shall be required. Verify grounding ring requirements for each location as noted in the plans.

The Contractor shall coordinate pre-pour meetings with the Structural Engineer and City Project Manager prior to pouring concrete and shall provide both with concrete test cylinder reports.

**SECTION 105.6      CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

**SECTION 105.9      SURVEY, POINTS, AND INSTRUCTIONS**

The Contractor shall be responsible for establishing all survey staking, reference points and bench marks required to complete this contract.

**SECTION 105.12      COOPERATION BY THE CONTRACTOR**

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc as needed. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility.

The Contractor shall review the site plans for site constraints and adjust his/her bid according to those constraints.

The City of Madison Water Utility may be performing water tower painting at both locations during the execution of this contract. Existing antennas mounted to the Cross Hill Drive water tower will be removed and located on a temporary ground mounted antenna tower with surface run cabling. If the tower has not been removed prior to the start of this contract the Contractor shall locate all operations away from temporary antenna towers and cabling. Any damage to the temporary towers or cabling shall be the full responsibility of the Contractor at no additional cost to this Contract or the City of Madison.

City Traffic Engineering-Radio Shop will be working with a third party vendor (Motorola) for new radio equipment at both locations. Equipment including but not limited to the communication building for Cross Hill Dr and the generator at Spaanem Ave are being provided and installed under separate contract with that vendor. However; connection of the building to the foundation, connection of the generator to the pad, and grounding requirements at both locations shall be done according to the vendor's installation specifications. Contractor shall reference Exhibits D, E, and F to be familiar with these requirements and include relevant pricing into their bid as needed. Contractor shall coordinate all work with the Owner and other Vendors in preparing the construction schedule.

**SECTION 108.2      PERMITS AND LICENSING**

The Contractor shall be responsible for any fees and permits that may be required for the execution of this contract.

The Owner in advance of this contract shall begin work order requests for utility connections at both locations with MG&E and Alliant as needed. The Contractor shall be responsible for final scheduling, all field coordination, and any applicable installation fees to the utility providers.

#### **SECTION 109.7      TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about October 31, 2016.

Construction of the foundation, sidewalk, final grading and all temporary seeding/matting shall be **COMPLETED NO LATER THAN November 30, 2016**. This shall include final inspections completed by the City Project Manager or City Construction Manager and the Traffic Engineering Project Manager.

Planting of the trees and final seeding shall be **COMPLETED NO LATER THAN May 26, 2017**. Planting shall not begin before April 15, 2017 or when the frost is completely out of the ground.

#### **ARTICLE 207    SEEDING**

##### **SECTION 207.2(a)    SEED**

Seeding shall be completed depending on the weather and progression of the main contract and other third party contracts. If frost has not set into the ground the Contractor at his/her option may permanently seed along with a cover crop. If the frost has set in the contractor will provide and install the cover crop yet this year and return in spring 2017 for permanent seeding.

The Contractor shall provide and install all of the following according to the City Standard Specifications:

- Permanent seed = Sun Terrace Mix
- Cover crop seed = Seed Oats
- Soil stabilizers
- Urban Type B Matting

##### **SECTION 207.4      ACCEPTANCE AND GUARANTEE - SEEDING**

The Contractor shall provide a one (1) year guarantee on seeding installed under this contract. Contractor shall make periodic inspections during the first growing season (2017) and shall re- seed as necessary.

#### **ARTICLE 209:    TREES, SHRUBS, PERENNIALS AND GRASSES**

##### **SECTION 209.4      LAYOUT OF PLANTING**

Planting of trees shall be completed depending on the weather and progression of the main contract and other third party contracts. If frost has not set into the ground the Contractor at his/her option may plant the trees in 2016. If the frost has set in the contractor will install the trees in spring 2017.

The Contractor shall stake the proposed locations and the Project Manager shall approve the staked locations prior to installation of the trees. Project Manager shall also inspect nursery stock prior to installation. Pruning, planting, support staking and mulching shall all be completed as noted in sub-sections of the City Standard Specifications.

##### **SECTION 209.6      ACCEPTANCE AND GUARANTEE-TREES**

The Contractor shall provide a two (2) year guarantee on the trees installed under this contract including first growing season (2017) maintenance. Maintenance shall include all required waterings and pruning according to City of Madison Standard Specifications.

## NON STANDARD BID ITEMS

### BID ITEM 90001 – Foundation Construction – 3518 Cross Hill Dr.

**DESCRIPTION:** BID ITEM 90001 shall include the excavation, forming, pouring, grading, landscaping, grounding, and utility work as indicated in the plans and specifications for this location. Contractor shall utilize Exhibits A, B, C, D and E in preparing for this bid item.

This shall include all labor, equipment, materials, permits and fees required to complete this contract to plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as LUMP SUM of the entire contract as indicated in the plans and specifications.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

### BID ITEM 90002 – Generator Pad Construction – 4724 Spaanem Ave.

**DESCRIPTION:** BID ITEM 90002 shall include the removal and disposal of any existing steel frame work, excavation, forming and pouring of the generator pad, and installation of all grounding and utility work as indicated in the plans and specifications for this location. Contractor shall utilize Exhibits A and F in preparing for this bid item.

This shall include all labor, equipment, materials, permits and fees required to complete this contract to plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as LUMP SUM of the entire contract as indicated in the plans and specifications.

**BASIS OF PAYMENT:** BID ITEM 90002 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

## POINTS OF CONTACT

The Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner  
PH: (608) 267-8679  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)  
210 Martin Luther King Jr Blvd  
Room 115  
Madison, WI 53703

The Project Manager for Traffic Engineering for this contract is:

Dave Nachreiner  
PH: (608) 266-4768  
Email: [DNachreiner@cityofmadison.com](mailto:DNachreiner@cityofmadison.com)  
1120 Sayle St.  
Madison, WI 53715



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

September 2, 2016

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 7773, PROJECT NO. 45019  
Public Safety Radio System 2016**

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

- Please Attachment A (2 pages) for revisions to this contract.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

**Assistant City Engineer**  
Michael R. Dailey, P.E.

**Principal Engineer 2**  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.  
John S. Fahrney, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager

**Operations Manager**  
Kathleen M. Cryan

**Mapping Section Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers



Office of City Engineering  
**City Engineering**  
Room 115, City County Building  
210 Martin Luther King Jr. Boulevard  
Madison, WI 53703-3346  
TEL: 608/266-4751 FAX: 608/264-9275  
Website: [www.cityofmadison.com/engineering.html](http://www.cityofmadison.com/engineering.html)

**ATTACHMENT A to ADDENDUM NO. 1**  
**City of Madison, Engineering Department**

**CONTRACT NO. 7773, PROJECT NO. 45019**  
**Public Safety Radio System 2016**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Public Safety Radio System 2016, City of Madison Project 45019, Contract #7773, as issued on August 5, 2016* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **Addendum summary**, two (2) page(s) of text

1. **GENERAL CONTRACT CONDITIONS**

- A. The Contractor shall be permitted to use the south fence double wide access gate for entering the Spannem Site with materials and equipment. See attached Sketch 1 for clarification.
- Contractor shall provide, install, and remove 3/4" thick plywood runway, width as required, length from gate to and around work site to protect shallow buried communication cables that are not in conduit.
  - Contractor shall provide restoration including but not limited to topsoil, light grading, and sun terrace mix seeding for approach from Spaanem Ave to gate and gate to work site as needed. Final seeding to be completed in spring 2017.

2. **GENERAL QUESTIONS AND ANSWERS**

This section is not used.

3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

This section is not used.

5. **DRAWINGS**

- A. Sketch 1 has been published to support the description of General Contract Condition "A" as noted above.

6. **PROPOSAL**

This section is not used.

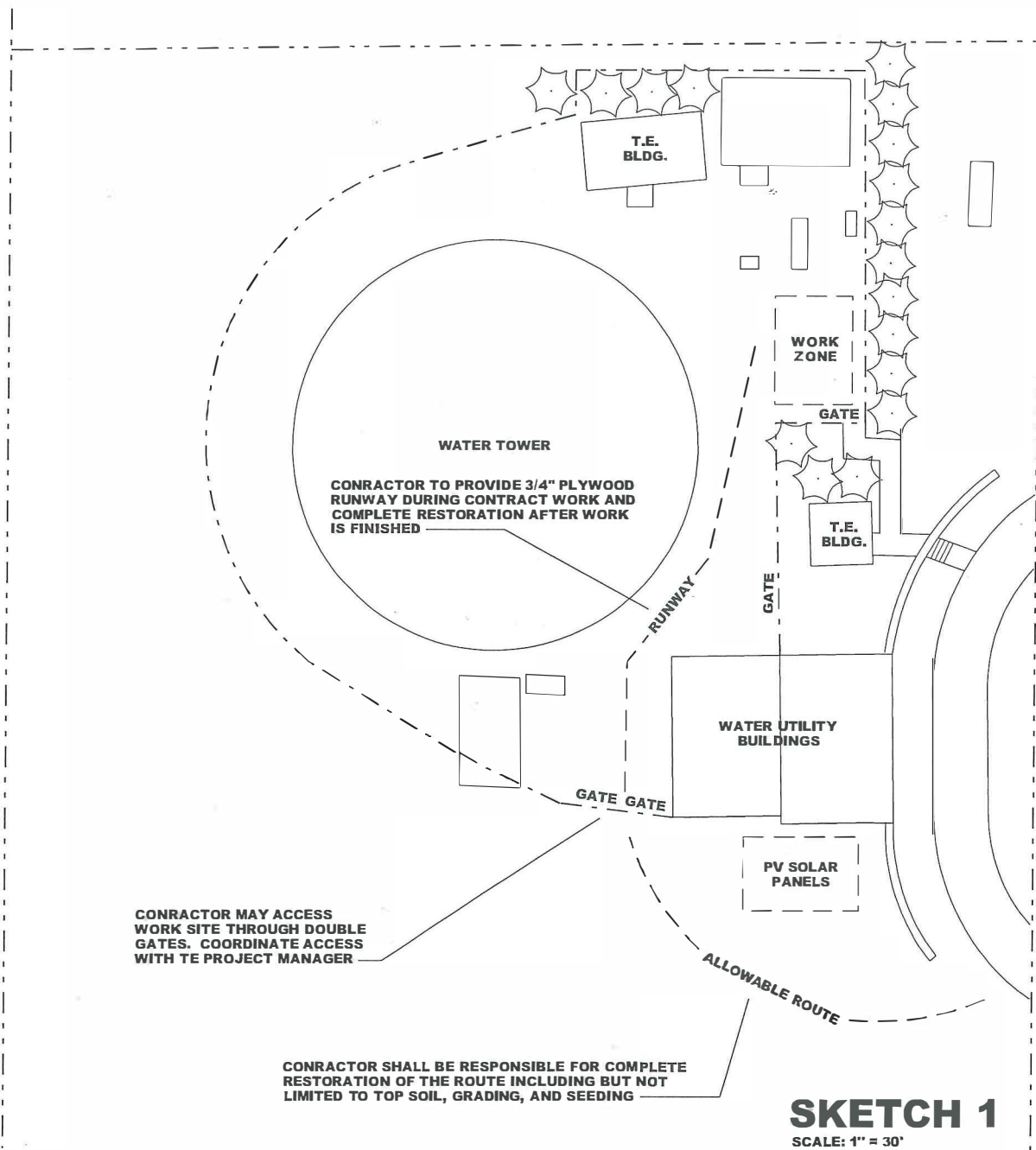
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>.

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

**For questions regarding this bid, contact:**

Randy Wiesner  
City of Madison Engineering  
Phone: 608-267-8679  
Fax: 608-264-9275  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)



**SKETCH 1**  
SCALE: 1" = 30'

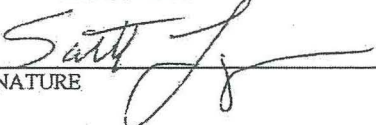
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE PUBLIC SAFTEY RADIO SYSTEM 2016

CONTRACT NO. 7773

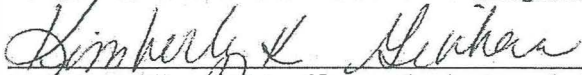
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2016 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 to the Contract Nos. 1 through 1 issued thereto, 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 Drax Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of DE a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting th is 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

MANAGER  
TITLE, IF ANY

Sworn and subscribed to before me this 8th day of Sept, 2016.

  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 03-03-2018

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

Contract 7773 – Drax, Inc.

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and 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 Disclosure of Ownership and BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business  
Street Address or PO Box  
City, State and Zip Code



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

**PUBLIC SAFETY RADIO SYSTEM 2016**

CONTRACT NO. 7773

DATE: 9/9/16

**Drax, Inc**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90001 - Construction of foundation for future building, grading, and landscaping. - Lump Sum	1.00	\$34,011.00	\$34,011.00
90002 - Construction of external generator pad. - Lump Sum	1.00	\$17,127.00	\$17,127.00
2 Items	Totals		\$51,138.00



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

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

## BIENNIAL BID BOND

Drax, Inc.

(a corporation of the State of Delaware )

(individual), (partnership), (hereinafter referred to as the "Principal") and

Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196

a corporation of the State of Maryland (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, 2016 through January 31, 2018.

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

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

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

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

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

**PRINCIPAL**

Drax, Inc.  
COMPANY NAME

AFFIX SEAL

08/June/2016  
DATE

By: Andrew H. Langum IV  
SIGNATURE AND TITLE  
Andrew H. Langum IV, President

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME

AFFIX SEAL

June 2, 2016  
DATE

By: John C. Klein  
SIGNATURE AND TITLE  
John C. Klein, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 238254 for the year 2016 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

June 2, 2016  
DATE

John C. Klein  
AGENT

3570 N Lexington Avenue, Suite 206  
ADDRESS

St. Paul, MN 55126  
CITY, STATE AND ZIP CODE

651-484-6461  
TELEPHONE NUMBER

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John D. KLEIN, John C. KLEIN, Stephen M. KLEIN, Kristin M. BAKOS and Clinton RODNINGEN**, all of **St. Paul, Minnesota**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of March, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Secretary  
Eric D. Barnes

*Michael Bond*

Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 28th day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2 day of June, 2016.



*Gerald F. Haley*

Gerald F. Haley, Vice President

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROMffO) February 1, 2016 - January 31, 2018
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Drax, 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  
Andrew H. Langum IV, President

09/JUNE/2016  
\_\_\_\_\_  
DATE



## SECTION H: AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of October in the year Two Thousand and Sixteen between DRAX, 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 OCTOBER 4, 2016, 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:

### PUBLIC SAFETY RADIO SYSTEM 2016 CONTRACT NO. 7773

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 FIFTY-ONE THOUSAND ONE HUNDRED THIRTY-EIGHT (\$51,138.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourney persons.** Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

#### Article VIII

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

#### Article IX

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

6. 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.

7. **Contractor Hiring Practices.**

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

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

**c. Exemptions:** This section shall not apply when:

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

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

**PUBLIC SAFETY RADIO SYSTEM 2016  
CONTRACT NO. 7773**

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

Countersigned:

*E. Langum* *10/4/16*  
Witness Date

*Satt* *10/4/16*  
Witness Date

**DRAX, INC.**

DRAX, INC.  
Company Name  
*Paul H. Jafar* *04/OCT/16*  
President Date

*Paul H. Jafar* *04/OCT/16*  
Secretary Date

CITY OF MADISON, WISCONSIN

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

*Pat Schneider*  
Finance Director

Signed this *19th* day of *October*, 20 *16*

*Doncini*  
Witness

*[Signature]*  
Witness

Approved as to form:

*Will P. My*  
City Attorney

*[Signature]* *10.19.16*  
Mayor Date

*Margbeth Witzel-Behl* *10-11-2016*  
City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we DRAX, INC. as principal, and Fidelity and Deposit Company of Maryland Company of 1400 American Lane, Schaumburg, IL 60196 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-ONE THOUSAND ONE HUNDRED THIRTY-EIGHT (\$51,138.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**PUBLIC SAFETY RADIO SYSTEM 2016  
CONTRACT NO. 7773**

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 5th day of October, 2016

Countersigned:

**DRAX, INC.**

Company Name (Principal)

Scott Lynn  
Witness  
Andrew H. Langum IV  
Secretary

Andrew H. Langum IV  
President Andrew H. Langum IV Seal

Approved as to form:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Seal

Salary Employee  Commission

[Signature]  
City Attorney

By [Signature]  
Attorney-in-Fact John C. Klein

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 238254 for the year 2016, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 5, 2016  
Date

[Signature]  
Agent Signature John C. Klein

**KLEIN AGENCY, INC.**  
3570 No. Lexington Ave. Ste. 206  
St. Paul, MN 55126  
(651) 484-6461

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Wisconsin  
COUNTY OF Waukegan

On this 4th day of October, 2016, before me personally came Andrew H. Langum IV to me known, who being by me duly sworn, did depose and say; that he is the President of Drax, Inc.

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Heather L. Johnson  
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this 5th day of October, 2016, before me appeared John C. Klein to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland of Schaumburg, IL

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Rita M. Carlson  
Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John D. KLEIN, John C. KLEIN, Stephen M. KLEIN, Kristin M. BAKOS and Clinton RODNINGEN, all of St. Paul, Minnesota, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

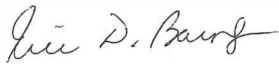
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of March, A.D. 2016.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
*Secretary  
Eric D. Barnes*

  
*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 28th day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of October, 2016.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**SECTION J: PREVAILING WAGE RATES**

NOT APPLICABLE