

Contract Routing Form

ROUTING: Routine

printed on: 03/22/2018

Contract between: Drax Inc  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Wingra Creek Pedestrian Bridge Replacement - West Wingra Drive at South Street

Contract No.: 8101  
 Enactment No.: RES-18-00192  
 Dollar Amount: 148,934.00

File No.: 11294  
 Enactment Date: 03/09/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-23-18	3-23-2018
Director of Civil Rights	3.23.18	3.28.18 <sup>ENJ</sup>
Risk Manager	3-30-18	3-30-18 mcl
Finance Director	3-30-18	3/30/18 mcl
City Attorney	355   4-7-2018	4-3-18
Mayor	04.03.18	04.04.18

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

Original + 2 Copies

03/22/2018 15:33:24 enjls - Lisa Coleman 266-4093

Dis Rights: OK / ~~N/A~~ / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: 148,934.<sup>00</sup>  
 AA Plan: Exempt  
 Amendment / Addendum #  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / ~~PW~~ / Goal / Loan / Agrmt

🔍 Filter

Previous Name	New Name	Effective Date
	Fidelity and Deposit Company of Maryland	

First Previous 1 Next Last

Q	Filter
---	--------

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1982

First	Previous	1	Next	Last
-------	----------	---	------	------

Contact

Q	Filter
---	--------

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

First	Previous	1	Next	Last
-------	----------	---	------	------

Company Merger

No results found.

Name Change History

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**  
**Status Date:** 01/01/1982  
**Effective Date:** 01/01/1982  
**Legacy State ID:** 111700  
**Issue Date:** 01/01/1982  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

Appointments

Q klein

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
BRIAN KLEINMANN	6518134	6518134	Intermediary (Agent) Individual	Casualty	06/12/2003	03/01/2017	02/28/2018
JOHN KLEIN	238254	238254	Intermediary (Agent) Individual	Casualty	11/10/2015	03/01/2017	02/28/2018
BRIAN KLEINMANN	6518134	6518134	Intermediary (Agent) Individual	Property	06/12/2003	03/01/2017	02/28/2018
JOHN KLEIN	238254	238254	Intermediary (Agent) Individual	Property	11/10/2015	03/01/2017	02/28/2018

First Previous 1 Next Last

# Jurisdiction: Wisconsin

Demographics

**Company Name:** Fidelity and Deposit Company of Maryland  
**Short Name:**  
**SBS Company Number:** 54219634  
**NAIC CoCode:** 39306  
**FEIN:** 13-3046577  
**Domicile Type:** Foreign  
**State of Domicile:** Maryland  
**Country of Domicile:** United States  
**NAIC Group Number:** 212 - ZURICH INS GRP  
**Organization Type:** Stock  
**Date of Incorporation:** 03/18/1969  
**Merger Flag:** No

Address

**Business Address**  
 1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States  
**Mailing Address**  
 1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States  
**Statutory Home Office Address**  
 600 Red Brook Blvd  
 Owings Mills, MD 21117-5153  
 United States  
**Main Administrative Office Address**  
 1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(847) 605-6000
Business Toll Free Phone	(800) 382-2150
Mailing Primary Phone	(847) 605-6000
Mailing Toll Free Phone	(800) 382-2150
Statutory Home Office Primary Phone	(847) 605-6000
Statutory Home Office Toll Free Phone	(800) 382-2150
Main Admin Office Primary Phone	(847) 605-6000
Main Admin Office Toll Free Phone	(800) 382-2150

E-mail

Klein Agency, Inc.  
Insurance & Bonds  
(651) 484-6461  
[www.kleinagency.com](http://www.kleinagency.com)

\*\*\*\*\* PLEASE NOTE \*\*\*\*\* This message, along with any attachments, may be confidential or legally privileged. It is intended only for the named person(s), who is/are the only authorized recipients. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Thank you for your help.

---

**From:** Daniel Nelson [<mailto:daniel.nelson@zurichna.com>]  
**Sent:** Tuesday, March 13, 2018 11:00 AM  
**To:** John C. Klein <[jacklein@kleinagency.com](mailto:jacklein@kleinagency.com)>  
**Subject:** Fwd: John C Klein 238254- Expiration 2/28/18

Looks like the state of WI licensing is holding things up.

Sent from my iPhone

Begin forwarded message:

**From:** Jacqui Panvino <[jacqueline.panvino@zurichna.com](mailto:jacqueline.panvino@zurichna.com)>  
**Date:** March 13, 2018 at 10:45:57 AM CDT  
**To:** "[ociagentlicensing@wisconsin.gov](mailto:ociagentlicensing@wisconsin.gov)" <[ociagentlicensing@wisconsin.gov](mailto:ociagentlicensing@wisconsin.gov)>  
**Subject:** John C Klein 238254- Expiration 2/28/18

Good morning,

The agent noted below lists appointments expired as of 2/28/18. This agent's appointments were renewed for 2018 and paid on 1/30/18. Can you please confirm when these payments will be processed and the appointments renewed?

Agent: John C Klein

License # 238254

Appointments:

- Fidelity and Deposit Company of Maryland – NAIC 39306
- American Zurich Insurance Company – 40142

Thank you,



Jacqui Panvino  
*Sr. Supplier Process Specialist*  
*Producer Appointment & Licensing*  
Zurich North America  
1299 Zurich Way  
Schaumburg, Illinois 60196  
office: 847.230.2072  
email: [jacqueline.panvino@zurichna.com](mailto:jacqueline.panvino@zurichna.com)

\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

This message, along with any attachments, is for the designated recipient(s) only and may

## Boutelle, Alane

---

**From:** Gehler, Patricia  
**Sent:** Tuesday, March 13, 2018 2:47 PM  
**To:** Boutelle, Alane  
**Subject:** RE: John C Klein 238254- Expiration 2/28/18

I'm going to say that the information below will suffice. Perhaps by the time it gets to me the site will be updated. I'll check and if it is updated, I'll print out a new sheet. If not updated yet, will route with the info below.

Sincerely,

*Patricia V. Gehler*  
**Litigation Assistant**  
City Attorney's Office  
**Direct:** 608-261-9153  
**Main:** 608-266-4511

*Never mind -  
Attorney said No.  
Please hold  
for agent renewal*

---

**From:** Boutelle, Alane  
**Sent:** Tuesday, March 13, 2018 11:26 AM  
**To:** Gehler, Patricia <PGehler@cityofmadison.com>  
**Subject:** FW: John C Klein 238254- Expiration 2/28/18

Hi Patricia,

I have a bonding agent that shows as expired 2/28/18 on the SRS website for a contract that is waiting to route.

Please see remarks below from Jacqui Panvino at Zurich North America.  
Do we need to wait to route contract 8101 until the site is updated.  
OR would the information below suffice?

Please advise.

Alane Boutelle  
Program Assistant 2  
City of Madison Engineering

---

**From:** John C. Klein [<mailto:jcklein@kleinagency.com>]  
**Sent:** Tuesday, March 13, 2018 11:09 AM  
**To:** Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>; [andrewlangum@draxco.com](mailto:andrewlangum@draxco.com)  
**Cc:** Rita Carlson <[rita@kleinagency.com](mailto:rita@kleinagency.com)>  
**Subject:** FW: John C Klein 238254- Expiration 2/28/18

Please see below for response to the John Klein license not being shown as up-to-date.

Let me know if this will suffice for the time being.

Will Alane be the one to diary this for a few weeks out to see if the state gets it caught up? We've really done all we can from this end.

Please advise.

John Klein

Previous Name	New Name	Effective Date
	Fidelity and Deposit Company of Maryland	

First Previous **1** Next Last



Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1982

First Previous **1** Next Last

Contact

Filter

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

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**  
**Status Date:** 01/01/1982  
**Effective Date:** 01/01/1982  
**Legacy State ID:** 111700  
**Issue Date:** 01/01/1982  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

Appointments

Q klein

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
BRIAN KLEINMANN	6518134	6518134	Intermediary (Agent) Individual	Casualty	06/12/2003	03/01/2017	03/15/2019
JOHN KLEIN	238254	238254	Intermediary (Agent) Individual	Casualty	11/10/2015	03/01/2017	03/15/2019
BRIAN KLEINMANN	6518134	6518134	Intermediary (Agent) Individual	Property	06/12/2003	03/01/2017	03/15/2019
JOHN KLEIN	238254	238254	Intermediary (Agent) Individual	Property	11/10/2015	03/01/2017	03/15/2019

First Previous 1 Next Last

[Sign In](#)

[Legislative Information Center Home](#)   [Legislation](#)   [Meetings](#)   [Common Council](#)  
[Boards, Commissions and Committees](#)   [Members](#)

   [Share](#)  [RSS](#)  [Alerts](#)

[Details](#)   [Reports](#)

File #:	50460	Version: 1	Name:	Awarding Public Works Contract No. 8101, Wingra Park Pedestrian Bridge Replacement - West Wingra Drive at South Street.
Type:	Resolution	Status:	Passed	
File created:	2/6/2018	In control:	<u>BOARD OF PUBLIC WORKS</u>	
On agenda:	3/6/2018	Final action:	3/6/2018	
Enactment date:	3/9/2018	Enactment #:	RES-18-00192	
Title:	Awarding Public Works Contract No. 8101, Wingra Park Pedestrian Bridge Replacement - West Wingra Drive at South Street.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8101.pdf</u>			

[History \(3\)](#)   [Text](#)

**Fiscal Note**

The proposed resolution awards the contract for the Wingra Park Pedestrian Bridge replacement at a total estimated cost of \$160,849. The adopted 2018 capital budget for Engineering Pedestrian and Bicycle provided \$170,000 of GO Borrowing for this work within the Cannonball Bike Trail project (MUNIS 10142).

MUNIS:  
11294-403-171

**Title**

Awarding Public Works Contract No. 8101, Wingra Park Pedestrian Bridge Replacement - West Wingra Drive at South Street.

**Body**

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

502

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

See attached document (Contract No. 8101) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8101  
WINGRA PARK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE AT SOUTH STREET

DRAX, INC.

\$148,934.00

BRIDGE ACCOUNT NO. 11294-403-171  
Contingency 8%±

\$148,934.00

\$11,914.72

GRAND TOTAL

\$160,848.72

Jurisdiction: Wisconsin

Demographics

**Company Name:** Fidelity and Deposit Company of Maryland  
**Short Name:**  
**SBS Company Number:** 54219634  
**NAIC CoCode:** 39306  
**FEIN:** 13-3046577  
**Domicile Type:** Foreign  
**State of Domicile:** Maryland  
**Country of Domicile:** United States  
**NAIC Group Number:** 212 - ZURICH INS GRP  
**Organization Type:** Stock  
**Date of Incorporation:** 03/18/1969  
**Merger Flag:** No

Address

**Business Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States

**Mailing Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States

**Statutory Home Office Address**

600 Red Brook Blvd  
 Owings Mills, MD 21117-5153  
 United States

**Main Administrative Office Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196  
 United States

Phone, E-mail, Website

Phone	
Type	Number
Business Primary Phone	(847) 605-6000
Business Toll Free Phone	(800) 382-2150
Mailing Primary Phone	(847) 605-6000
Mailing Toll Free Phone	(800) 382-2150
Statutory Home Office Primary Phone	(847) 605-6000
Statutory Home Office Toll Free Phone	(800) 382-2150
Main Admin Office Primary Phone	(847) 605-6000
Main Admin Office Toll Free Phone	(800) 382-2150

\$148,934.00  
FILE

BID OF DRAX, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE  
AT SOUTH STREET

CONTRACT NO. 8101

MUNIS NO. 11294

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 6, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE  
AT SOUTH STREET  
CONTRACT NO. 8101**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS ..... A-1  
SECTION B: PROPOSAL SECTION ..... B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT ..... E-1  
SECTION F: BEST VALUE CONTRACTING ..... F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT ..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: lc



## 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:	WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE AT SOUTH STREET
CONTRACT NO.:	8101
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 1, 2018
BID SUBMISSION (2:00 P.M.)	FEBRUARY 8, 2018
BID OPEN (2:30 P.M.)	FEBRUARY 8, 2018
PUBLISHED IN WSJ	JANUARY 25, & FEBRUARY 1, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.  
 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.  
 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".  
 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)  
 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](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**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/dcr/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

## 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.



The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

## **2.7 SBE Definition and Eligibility Guidelines**

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

## SECTION D: SPECIAL PROVISIONS

### WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE AT SOUTH STREET CONTRACT NO. 8101

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

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

#### **SECTION 102.12**      **BEST VALUE CONTRACTING**

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

#### **ARTICLE 104-**      **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, removal of the existing pedestrian bridge over Wingra Creek, and replacement with a new prefabricated structure.

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

#### **ARTICLE 104.4**      **INCREASED OR DECREASED QUANTITIES**

Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

#### **ARTICLE 104.9**      **OLD MATERIAL**

All old material that is removed and not used as part of the new work shall be disposed of off-site at the expense of Contractor.

#### **ARTICLE 105.12**      **COOPERATION BY THE CONTRACTOR**

**Relationship Between the City and Strand Associates, Inc.**® Strand Associates, Inc.® has been hired by the City to prepare drawings and specifications for this project. Additionally, Strand will assist the City by providing shop drawing review and responding to questions that may arise during construction. The City will provide construction inspection and contract administration and is referred to as the City and/or Engineer in the Contract Documents.

Contractor will be allowed to store equipment and materials on site, with the exact location subject to the approval of the City. Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. Contractor is responsible for securing all equipment and materials at the end of each work day. Construction equipment and materials are not to be stored within the street or bike path right of way that is open to traffic during non-working hours.

Contractor shall use care while working adjacent to existing structures and utilities. Damage to these items during construction shall be repaired or replaced at Contractor's expense. No trees shall be cut without the approval of Engineer and the City Forester. Contractor shall restore any and all areas

damaged as a result of construction operations, including but not limited to, existing structures, pavements, curb and gutter and lawn areas. Damaged items shall be restored to their condition prior to construction. Cost of restoration shall be incidental to the contract and shall be at no cost to the City.

**ARTICLE 105.13      ORDER OF COMPLETION**

The order of doing the work is subject to the review of the City. Prior to beginning construction, Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all construction operations, as well as a Staging/Phasing Plan for approval by the City. The sequence of scheduled operations may be modified by the City to accommodate specific needs.

**ARTICLE 105.18      PRECONSTRUCTION CONFERENCE**

Before starting the work at the project site, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, to review list of proposed subcontractors, to establish a working understanding between the parties as to the project, and to discuss project details. Present at the conference will be representatives of the City of Madison, Strand Associates, Inc.<sup>®</sup>, and Contractor.

**ARTICLE 106.6      SUBSTITUTE MATERIALS**

Whenever in any of the Contract Documents an article or material is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article or material mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If Contractor wishes to furnish or use a proposed substitute, he shall make written application to Strand Associates, Inc.<sup>®</sup>, for approval of such a substitute certifying, in writing, that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of Strand Associates, Inc.<sup>®</sup>, who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the City may require which shall be furnished at Contractor's expense.

**ARTICLE 107.1      PUBLIC CONVENIENCE AND SAFETY**

Contractor shall provide and maintain suitable construction fencing as required to block access to the bridge during construction (orange, plastic construction fence). Fencing shall be paid for under Bid Item 90009 Temporary Fencing.

**SECTION 107.7      MAINTENANCE OF TRAFFIC**

The Contractor shall limit the amount of time that the bridge crossing is closed to the public to a single closure consisting of a maximum of 14 successive days. Contractor may close only the portion of the Wingra Creek Bike Path, between Fish Hatchery Road, and the ramp at the southeastern quadrant of the intersection of W. Wingra Drive and South Street, for a maximum of 14 successive days. If Wingra Creek Bike Path is closed Contractor must provide acceptable detour route with signing per City of Madison Standards for sidewalk and bikeway closures. Contractor shall notify City a minimum of 7 days prior to closure of the bridge crossing and bike path.

Contractor may close the south parking lane of W. Wingra Drive and the north lane of Plaenert Drive, adjacent to the bridge site, however 2-way traffic shall be maintained on both streets. There is a school

day Metro bus route along Plaenert Drive adjacent to project area. The Contractor shall not interrupt bus service.

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to Mark Winter mwinter@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times. When closing an entrance to a property with an alternate entrance, the Contractor shall provide a minimum of 48 hours notice.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Mark Winter, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

#### **SECTION 107.8      NOTIFICATION WHEN CLOSING STREET**

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

#### **SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

**SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

No land disturbance shall occur below the ordinary high water mark of Wingra Creek.

**SECTION 109.2      PROSECUTION OF WORK**

Work shall be complete by **AUGUST 3, 2018**. The total time for completion of this contract is **21 CALENDAR DAYS**. Work shall begin only after the start work letter is received. The contractor shall establish a mutually acceptable date with the City Engineer to begin work, and the agreed date must be determined prior to the preconstruction meeting. The Contractor may expect the contract with the City to be fully executed by early April 2018.

**ARTICLE 212.2      RIPRAP**

Replace the first paragraph of Article 212.2(a) with the following:

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the City. The City may choose to evaluate the material at the source prior to acceptance.

**BID ITEM 90000-REMOVING OLD STRUCTURE OVER WATERWAY**

**A. Description.** This special provision describes removing the existing steel truss pedestrian bridge and portions of the existing concrete abutments and disposing of the resulting materials.

**B. (Not Used)**

**C. Construction Methods.** Construction methods shall be in accordance with Section 203 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition. Material is not allowed to be deposited in the water during removal of the existing structure.

**D. Method of Measurement.** The City will measure the Removing Old Structure bid item as a single lump sum unit.

**E. Basis of Payment.** Removing Old Structure bid item will be paid for at the contract unit price.

Payment for the Removing Old Structure bid item is full compensation for breaking down and removing, repairing damage including any associated engineering costs, and disposing of materials.

**BID ITEM 90001-PROTECTIVE SURFACE TREATMENT**

**A. Description.** This special provision describes furnishing and placing concrete protective surface treatment to the exposed surface of the concrete pedestrian bridge deck, concrete approaches, and top surface of abutment backwall.

**B. Materials.** Materials shall be in accordance with Section 502.2.11 of the State of Wisconsin Standard Specifications for Highway and Structure Construction 2017 Edition.

**C. Construction Methods.** Construction methods shall be in accordance with Section 502.3.13.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current Edition.

**D. Method of Measurement.** The City will measure Protective Surface Treatment by the square yard acceptably completed, measured as the net area treated.

**E. Basis of Payment.** Protective Surface Treatment bid item will be paid for at the contract unit price. Payment is full compensation for providing the treatment including surface preparation.

**BID ITEM 90002-PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE LRFD**

**A. Description.** Furnish a fully engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transport and erect it as shown in the plans, in accordance to Part 5 Structures of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, current edition, and as hereinafter provided. These specifications shall be regarded as minimum standards for design and construction.

**B. Materials.**

**B.1. Approved Manufacturers.** The bridge shall be designed and manufactured by an approved designer and supplier selected from the Wisconsin Department of Transportation's current approved products list.

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date. Applications for pre-approval may be submitted at any time.

**B.2. Design Requirements.** Structural design of the pedestrian bridge shall be by a professional engineer registered in the State of Wisconsin.

Design the bridge according to the most recent edition of the AASHTO LRFD Bridge Design Specifications, all current interims, and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

Design welded tubular connections according to the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact testing will not be required. Loading shall be as stated in Section 3 of the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges. The bridge shall be a half-through truss with profile as the plans show with one diagonal per panel. Chords, diagonals, verticals, bracing, and floor beams may be tube steel. Tube steel shall have a minimum thickness of 1/4-inch, angles shall have a minimum thickness of 1/4-inch, C-shaped side dams shall have a minimum web thickness of 3/16-inch, and W-shapes shall have a minimum web thickness of 5/16-inch if not painted or coated. All other steel shapes shall have a minimum thickness of 5/16-inch unless contract plans allow a minimum thickness of less than 5/16-inch for other steel shapes. Field splices shall be bolted with ASTM F3125 Grade A325 high strength bolts according to the "Specifications for Structural Joints Using High Strength Bolts". Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of all four sides of the spliced tubing so that each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point.

If the profile grade line is on a crest vertical curve, camber the bridge to match the profile grade line the plans show plus the calculated dead load deflection. Concrete bridge decks shall be continuous over the floor beams. Concrete bridge decks may be supported by stay in place corrugated galvanized steel deck forms unless the contract plans specify removable deck forms only. The maximum depth of the stay in place corrugated steel deck forms shall be 2 inches. The steel area of the stay in place corrugated steel deck forms shall not be considered for the design of the concrete deck. Design of the stay in place corrugated steel deck forms shall be included with the truss design. The minimum slab thickness shall be 5 inches for stay in place corrugated steel deck forms, measured from the bottom of the deck form.

Design the longitudinal reinforcing steel in the slab based on a wheel load located 1 foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls.

Concrete strength ( $f'_c$ ) shall be 4,000 psi and  $F_y$  of bar steel shall be 60,000 psi. A concrete mix with a unit weight of 120 pcf or 150 pcf may be used at the option of the manufacturer/contractor. Use a design dead load of 120 pcf or 150 pcf to match the concrete mix selected. Use load factors of 1.25 for dead load and 1.75 for live load for the design of the concrete slab and floor beams. Minimum concrete cover shall be 2 inches for top reinforcement and 1-inch for bottom reinforcement. Design the bridge for expansion and contraction with a temperature range of -30°F to 120°F. Utilize Teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

**B.3. Plan Requirements and Submittals.** Submit the superstructure plans/shop drawings and design computations to the City for review.

In the submittal, include the following:

1. Basic design criteria shown on the design plans.
2. Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, height of handrails and safety rails, bearing assembly details, anchor bolt locations, concrete deck reinforcement, design data, materials data, and dead and live load bearing reactions.
3. Engineer's certification. The plans shall be sealed, signed, and dated by a professional engineer registered in the State of Wisconsin.
4. One set of design calculations with independent checks.

**B.4. Weld Testing.** An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected except as noted below.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inch thick shall be radiographically tested or covered with fillet welded splice plates with non-intersecting welds which develop 75% of the spliced member strength.

Submit a written testing report upon completion.

### **C. Construction.**

**C.1. Delivery and Erection.** Deliver the bridge by truck to the site. The contractor is responsible for unloading the bridge from the trucks at the time of arrival.

The manufacturer shall notify the contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the contractor as soon as possible.

The manufacturer shall provide an erection procedure to the contractor and shall advise the contractor of the actual lifting weights, attachment points, and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the contractor. The procedure for bolting field splices shall be given to the contractor by the manufacturer.

Concrete deck construction methods shall be in accordance with Section 502.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition. Concrete testing shall be



in accordance with Section 301.2 of the City of Madison Standard Specifications for Public Works Construction. Bar steel reinforcement construction methods shall be in accordance with Section 505.3 of Wisconsin Standard Specifications for Highway and Structure Construction, current edition.

**C.2. Finishes.** All fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing. ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes ( $F_y=50,000$  psi) with a minimum corrosion index of 5.8 per ASTM G101.

Blast-clean all exposed surfaces of weathering steel in accordance to Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the bottom chord do not need to be blasted.

**D. Measurement.** The City will measure Prefabricated Steel Truss Pedestrian Bridge LRFD as a single lump sum unit of work for the bridge, acceptably completed.

**E. Payment.** The City will pay for measured quantities at the contract unit price. Payment is full compensation for designing, manufacturing, transporting and erecting the pedestrian bridge; furnishing bearing plates, pads, bolts, anchors bolts, and grout. Providing and placing the concrete deck and curbs, and reinforcing steel for the concrete deck is included in this work.

#### **BID ITEM 90003–REINFORCED CONCRETE PAVEMENT APPROACH SLABS**

**A. Description.** This special provision describes constructing reinforced concrete pavement approach slabs as shown in the drawings.

**B. Materials.** Materials shall be in accordance with Section 415.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

**C. Construction Methods.** Construction methods shall be in accordance with Section 415.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

**D. Method of Measurement.** The City will measure Reinforced Concrete Pavement Approach Slabs as a single lump sum unit. The single lump sum unit will consist of two separate reinforced concrete approach slabs, one at each end of the prefabricated steel truss bridge.

**E. Basis of Payment.** Reinforced Concrete Pavement Approach Slabs will be paid for at the contract unit price. Payment is full compensation for providing and placing the concrete, bar steel reinforcement and jointing materials.

#### **BID ITEM 90004–ABUTMENT MODIFICATIONS**

**A. Description.** This special provision describes constructing new concrete parts of the bridge abutments.

**B. Materials.** Concrete materials and coated high strength bar materials shall be in accordance with Sections 502.2 and 505.2, respectively, of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition. Adhesive anchors shall be AC200+ by Dewalt, HIT-HY200, by Hilti, or equal.

**C. Construction Methods.** Construction methods for concrete and coated high strength bars shall be in accordance with Sections 502.3 and 505.3, respectively, of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition. Adhesive anchor installation procedures shall be in accordance with the manufacturer's printed installation instructions.

**C.1. Testing and Sampling of Concrete.** Concrete testing shall be in accordance with Section 301.2 of the City of Madison Standard Specifications for Public Works Construction.

D. **Method of Measurement.** The City will measure this bid item as a single lump sum unit.

E. **Basis of Payment.** This bid item will be paid for at the contract unit price. Payment is full compensation for providing forms; for placing, finishing, curing, protecting, and heating concrete; and for all concrete testing; and for providing, transporting, and placing all reinforcements including adhesive anchors.

**BID ITEM 90005-EXCAVATION FOR STRUCTURES**

A. **Description.** This special provision describes excavating for bridge.

B. **(Not Used)**

C. **Construction Methods.** Construction methods shall be in accordance with Section 206.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction 2017 Edition.

D. **Method of Measurement.** The City will measure the Excavation for Structures bid item as a single lump sum unit.

E. **Basis of Payment.** Excavation for Structures bid item will be paid for at the contract unit price.

Payment for the Excavation for Structures bid item is full compensation for removing and disposing of all excavated material; for preparing foundations; and for backfilling and compacting all spaces excavated and not occupied by the new structure, unless specified elsewhere.

The City will pay separately for structure backfill, if specified, under the Select Fill bid item.

**BID ITEM 90006-EXPANSION DEVICES**

A. **Description.** This special provision describes constructing new strip seal expansion devices at the ends of the bridge deck including cover plates.

B. **Materials.** Strip seal expansion device materials shall be in accordance with Section 502.3.6.3.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition and as shown on the drawings.

C. **Construction Methods.** Construction methods for strip seal expansion devices shall be in accordance with Section 502.3.6.3.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, current edition and as shown on the drawings.

D. **Method of Measurement.** The City will measure this bid item as a single lump sum unit.

E. **Basis of Payment.** This bid item will be paid for at the contract unit price. Payment is full compensation for providing and installing devices.

**BID ITEM 90007-BACKFILL UNDERMINED ABUTMENT**

A. **Description.** This special provision describes backfilling the void space below the bottom of the existing south concrete abutment with cementitious slurry.

B. **Materials.** Cementitious slurry shall conform to Type A slurry mix as defined in City of Madison Standard Specification Article 301.9.

C. **Construction Methods.** Fill all voids below the bottom of the existing concrete abutment and the top of existing grade below the abutment. Perform concrete waste management in accordance with City of Madison Standard Specification Article 301.10.

D. **Method of Measurement.** The City will measure this bid item as a single lump sum unit.

**E. Basis of Payment.** This bid item will be paid for at the contract unit price. Payment is full compensation for providing and installing cementitious slurry and for concrete waste management.

#### **BID ITEM 90008-ASPHALT FLUME**

**A. Description.** This special provision describes constructing asphalt flumes as shown on the drawings.

**B. Materials.** Asphalt used to construct the flumes shall match that used for asphalt patches specified elsewhere for the project.

**C. Construction Methods.** Place asphalt material using hand methods. Spread and shape the material to the required contours without segregation. Immediately after placement, compact the material to produce a dense, smooth surface using compactors, tampers, or rollers.

**D. Method of Measurement.** The City will measure this bid item as each flume acceptably completed.

**E. Basis of Payment.** This bid item will be paid for at the contract unit price. Payment is full compensation for preparing the foundation; for providing the asphaltic material; and for compacting the material.

#### **BID ITEM 90009 TEMPORARY FENCING**

##### **DESCRIPTION**

This item includes installation of temporary construction fencing as needed to block access to the bridge during construction. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work. Fencing shall be removed promptly following restoration.

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

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

Posts shall be conventional metal "T" or "U" shaped posts. Fencing shall be installed according to the manufacturer's recommendations.

##### **METHOD OF MEASUREMENT**

Temporary fencing shall be measured by the linear foot installed.

##### **BASIS OF PAYMENT**

Cost for temporary fencing shall be paid for according to the contract unit price. Price shall include payment for providing and installing temporary fence and appurtenances, maintenance of fencing as required, creating and closing temporary openings as needed, and removal of fencing and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE WINGRA PED BRIDGE REPLACE

CONTRACT NO. 8101

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.

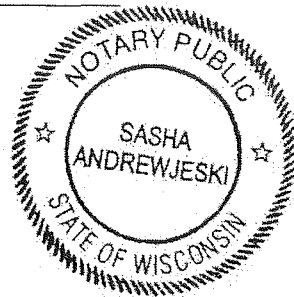
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. 0 through 0 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 a corporation organized and existing under the laws of the State of DE., that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Sant J...  
 SIGNATURE

Manager  
 TITLE, IF ANY

Sworn and subscribed to before me this 16 day of February, 2018

Sasha Andrewjeski  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 8/1/2021  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



## Contract 8101 – Drax, Inc.

### Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

### Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE  
AT SOUTH STREET  
CONTRACT NO. 8101

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information Drax Inc  
2801 International Lane  
Suite 205  
Company: \_\_\_\_\_ Madison, WI 53704 \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: 608 819 8292 Fax Number: \_\_\_\_\_  
Contact Person/Title: Scott Langum Manager

Prime Bidder Certification

I, Scott Langum \_\_\_\_\_ of \_\_\_\_\_  
Name Title  
Drax Inc \_\_\_\_\_ certify that the information  
Company

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

Colby Langum  
Witness' Signature  
2-7-18  
Date

Scott Langum  
Bidder's Signature



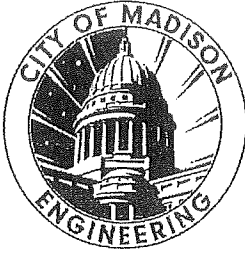


WINGRA PARK PEDESTRIAN BRIDGE REPLACEMENT -  
 WEST WINGRA DRIVE AT SOUTH STREET

CONTRACT NO. 8101  
 DATE: 2/8/18

Drax, Inc

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LS	1.00	\$1,000.00	\$1,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$32,669.00	\$32,669.00
20204 - SELECT FILL - TON	3.00	\$200.00	\$600.00
20221 - TOPSOIL - SY	40.00	\$5.00	\$200.00
20228 - MEDIUM RIPRAP - TON	42.00	\$125.00	\$5,250.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - SY	70.00	\$5.00	\$350.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	17.00	\$10.00	\$170.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	16.00	\$10.00	\$160.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	196.00	\$8.00	\$1,568.00
20701 - TERRACE SEEDING - SY	40.00	\$3.00	\$120.00
21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - LF	50.00	\$5.00	\$250.00
21013 - STREET SWEEPING - LS	1.00	\$1,500.00	\$1,500.00
21021 - SILT FENCE - COMPLETE - LF	80.00	\$5.00	\$400.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EA	2.00	\$75.00	\$150.00
21062 - EROSION MATTING, CLASS I URBAN TYPE B - SY	40.00	\$5.00	\$200.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	16.00	\$40.00	\$640.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - SF	204.00	\$8.00	\$1,632.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - SF	20.00	\$45.00	\$900.00
40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	16.00	\$30.00	\$480.00
90000 - REMOVING OLD STRUCTURE OVER WATERWAY - LS	1.00	\$12,700.00	\$12,700.00
90001 - PROTECTIVE SURFACE TREATMENT - SY	73.00	\$15.00	\$1,095.00
90002 - PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE LRFD - LS	1.00	\$59,950.00	\$59,950.00
90003 - REINFORCED CONCRETE PAVEMENT APPROACH SLABS - LS	1.00	\$6,000.00	\$6,000.00
90004 - ABUTMENT MODIFICATIONS - LS	1.00	\$8,000.00	\$8,000.00
90005 - EXCAVATION FOR STRUCTURES - LS	1.00	\$4,000.00	\$4,000.00
90006 - EXPANSION DEVICES - LS	1.00	\$3,000.00	\$3,000.00
90007 - BACKFILL UNDERMINED ABUTMENT - LUMP SUM	1.00	\$3,000.00	\$3,000.00
90008 - ASPHALT FLUME - EA	4.00	\$700.00	\$2,800.00
90009 - TEMPORARY FENCING - LF	30.00	\$5.00	\$150.00
<b>29 Items</b>	<b>Totals</b>		<b>\$148,934.00</b>



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, 2018 through January 31, 2020.

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

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

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

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



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.

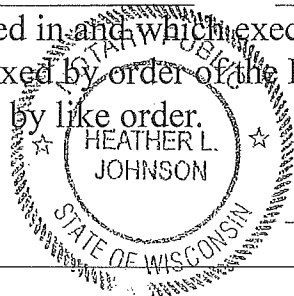
\_\_\_\_\_  
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Wisconsin  
COUNTY OF Wauchesa

On this 27<sup>th</sup> day of November, 2017, 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.



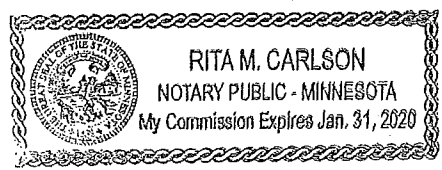
Heather L. Johnson Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this 20<sup>th</sup> day of November, 2017, 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 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 18th day of April, A.D. 2017.

**ATTEST:**

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



By:

*Assistant Secretary  
Joshua Lecker*

*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant 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, deposeth 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 of 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 20 day of November, 2017.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

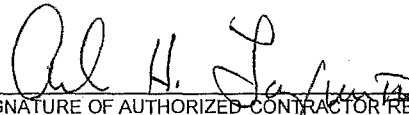
## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM TO)
February 1, 2018 - January 31, 2020
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

11/27/17  
\_\_\_\_\_  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 7<sup>th</sup> day of March in the year Two Thousand and Eighteen 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 MARCH 6, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE AT SOUTH STREET CONTRACT NO. 8101

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 ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FOUR AND NO/100 (\$148,934.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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



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

#### Articles of Agreement

##### Article I

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

##### Article II

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

##### Article III

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

##### Article V

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

##### Article VI

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

##### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE  
AT SOUTH STREET  
CONTRACT NO. 8101**

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:

		<b>DRAX, INC.</b>		
<u><i>Paul D. Ehrig</i></u>	<u>3/9/18</u>	<u>DRAX, INC.</u>		
Witness	Date	Company Name		
<u><i>Paul D. Ehrig</i></u>	<u>3/9/18</u>	<u><i>Paul H. Johnson</i></u>		
Witness	Date	President		Date
		<u><i>Paul H. Johnson</i></u>		<u>3/9/18</u>
		Secretary		Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u><i>William Medley</i></u>		<u><i>Paul H. Johnson</i></u>	
Finance Director		City Attorney	
Signed this <u>4th</u> day of <u>April</u> , 20 <u>18</u>		<u><i>Paul H. Johnson</i></u>	
<u><i>Paul H. Johnson</i></u>		<u><i>Paul H. Johnson</i></u>	<u>4 April</u>
Witness		Mayor	Date
<u><i>J. V. ...</i></u>		<u><i>Maibeth Witzel-Behl</i></u>	<u>3-23-2018</u>
Witness		City Clerk	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we **DRAX, INC.** as principal, and Fidelity & Deposit Company of Maryland Company of Schaumburg, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FOUR AND NO/100 (\$148,934.00)** 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:

**WINGRA CREEK PEDESTRIAN BRIDGE REPLACEMENT - WEST WINGRA DRIVE  
AT SOUTH STREET  
CONTRACT NO. 8101**

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

Signed and sealed this 7th day of March, 2018.

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

**DRAX, INC.**  
Company Name (Principal)  
[Signature]  
President Andrew H. Langum IV Seal

Approved as to form:

[Signature]  
City Attorney

Fidelity and Deposit Company of Maryland  
Surety Seal  
 Salary Employee  Commission  
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 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/07/2018  
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

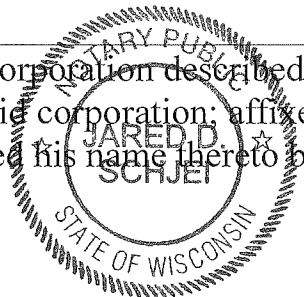
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

CORPORATION ACKNOWLEDGMENT

STATE OF WI  
COUNTY OF DANE

On this 8 day of March, 2018, 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.

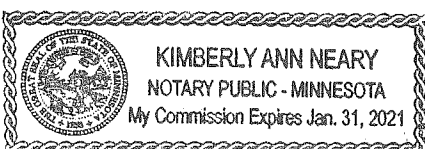


Jared D. Schjei  
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this 26<sup>th</sup> day of February, 2018, 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.



Kim Neary  
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 C. KLEIN, Stephen M. KLEIN and Kristin M. BAKOS, 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 27th day of November, A.D. 2017.

ATTEST:

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



By:   
Assistant Secretary  
Joshua Lecker

  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 27th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant 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, deposeth 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 26 day of February, 2018.



*David W. Vicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056