

# RUSH

### Contract Routing Form

ROUTING: Urgent Rush

printed on: 09/08/2017

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

Project: Park Edge Drive Flood Mitigation

Contract No.: 8035  
Enactment No.: RES-17-00681  
Dollar Amount: 246,726.00

File No.: 48290  
Enactment Date: 09/08/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9/11/17	9-11-2017
Director of Civil Rights	9.12.17	9.14.17 FNS
Risk Manager	9.14.17	9/14/17 RN
Finance Director	9/14/17	9/14/17 MCR
City Attorney	9-14-17	9-14-17
Mayor	9.15.17	9.15.17
Finance-Scanning		

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

Original + 2 Copies

09/08/2017 15:59:43 enknb - D. Olivares -261-9285

Dis Rights: OK / N/A / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 246,726  
AA Plan: Exempt  
Amendment / Addendum # N/A  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt

# RUSH



Legislation Details (With Text)

**File #:** 48290      **Version:** 1      **Name:** Awarding Public Works Contract No. 8035, Park Edge Drive Flood Mitigation.

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

**File created:** 8/2/2017      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Enactment date:** 9/8/2017      **Enactment #:** RES-17-00681

**Title:** Awarding Public Works Contract No. 8035, Park Edge Drive Flood Mitigation.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8035.pdf

Date	Ver.	Action By	Action	Result
9/5/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
8/23/2017	1	BOARD OF PUBLIC WORKS		
8/2/2017	1	Engineering Division	Refer	

The proposed resolution awards the contract for flood mitigation improvements at Park Edge Drive at a cost of \$266,460. The Stormwater Utility's adopted 2017 capital budget authorizes \$1.275 million for flood mitigation work via the Citywide Flood Mitigation program (MUNIS 11513). Funding is provided by GO borrowing.

**MUNIS:**

11667-84-174:54445(91345)

Awarding Public Works Contract No. 8035, Park Edge Drive Flood Mitigation.

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

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

See attached document (Contract No. 8035) for itemization of bids.

502

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8035  
PARK EDGE DRIVE FLOOD MITIGATION

DRAX, INC.

\$246,726.00

Acct. No. 11667-84-174:54445(91345)  
Contingency 8%±

\$246,726.00  
19,734.00

GRAND TOTAL

\$266,460.00

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

Email

No results found.

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**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

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					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

**CITY ENGINEERING**  
**Application for the Approval of Subcontractors on Public Works Contracts**

Contract No.: 8035  
 Contract Name: Park Edge Flood Mitigation  
 Contractor: Drax Inc.  
 Contract Value: \$246,726.00

In accordance with Section 109 of the Specifications, I request the approval of the following subcontractors to be engaged by our company for this contract:

Mailing addresses of the subcontractors are attached.

I agree that I am fully responsible for the acts and omissions of the subcontractors and I understand that the City's approval does not create any contractual relationship between any of the subcontractors and the City. I further agree that, if during the term of the contract, it is necessary to amend this list of subcontractors, I shall request and obtain approval of the City Engineer, in writing and prior to allowing any work by the subcontractor(s). In those instances where the amended list involves MBE, WBE, or SBE subcontractors, I shall also obtain the approval of the Contract Compliance Officer of the Affirmative Action Division.

Company	Type of Work	% Value	\$ Value of Contract	Check As Applies			CITY USE ONLY				
				WBE	MBE	SBE	BVC Compliant			PreQ	Workforce Profile
Tri County Paving	Paving	11.4	28,183	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Barricade Flasher	Traffic Control	1.2	3,040	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cattell	Curb & Gutter	5.1	12,507	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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\$246,726.00  
CONTRACTOR'S OFFICE COPY

BID OF DRAX, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PARK EDGE DRIVE FLOOD MITIGATION

CONTRACT NO. 8035

PROJECT NO. 11667

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 5, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

PARK EDGE DRIVE FLOOD MITIGATION  
CONTRACT NO. 8035

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This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: endao

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	PARK EDGE DRIVE FLOOD MITIGATION
CONTRACT NO.:	8035
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	8/11/2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	8/11/2017
BID SUBMISSION (1:00 P.M.)	8/18/2017
BID OPEN (1:30 P.M.)	8/18/2017
PUBLISHED IN WSJ	8/4/2017 & 8/11/2017

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 - 2017 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

### PARK EDGE DRIVE FLOOD MITIGATION CONTRACT NO. 8035

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 \$59,000 for a single trade contract, or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

#### ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water storm sewer, swale/ditch grading, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Park Edge Dr, west of 6741 Park Edge Dr, the south driveway access of 6741 Park Edge Dr, and the western property line of the Greentree Pond Greenway. The total street project length is approximately 120 lineal feet. The total project length within the 6741 Park Edge Dr property is 425 lineal feet. The total project length within the Greentree Pond Greenway is 120 lineal feet.

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

#### SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

#### SECTION 105.12 COOPERATION OF THE CONTRACTOR

It is anticipated that the Contractor may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also expected that certain items of work will require restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not remove these items unless specifically called out on the plans. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Tree impacts associated with this project are minimal. The Contractor shall use care while working near existing trees and all standard tree protection specifications shall be strictly enforced.

#### **SECTION 107.6      DUST PROOFING**

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

#### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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 ten days before the start of construction. The Traffic Control Plan shall be sent to [jnash@cityofmadison.com](mailto:jnash@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.

Park Edge Drive and Park Ridge Drive may be closed to through traffic within 30 feet of the project limits but local traffic shall be maintained. The closure shall last no longer than 7 days. Outside of this closure, one lane of traffic in each direction at least 11 feet wide shall be maintained during non-working hours. During working hours, two way traffic shall be maintained with the use of a flagger and one lane at least 11 feet wide if additional work needs to be done.

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, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Electronic message boards shall be paid for as separate bid items.

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.

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.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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 on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is 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. 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 Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

## **SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit. A DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit is not required for construction.

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.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work no earlier than SEPTEMBER 25, 2017. The final date for completion of this contract is December 1, 2017.

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

## **SECTION 210.1(d)      STREET SWEEPING**

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

## **BID ITEM 20201 – EXCAVATION CUT**

### **DESCRIPTION**

Excavation Cut shall include all excavation from within the limits shown on the plans. The Contractor shall reuse material for ditch stabilization and be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on-site, for hauling unsuitable material from the site, and for placement at the disposal site.

This bid item includes excavation required to reshape the existing ditch, shaping and grading the banks adjacent to the ditch, and grading at a constant slope.

## **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Pipe plugs are expected for structure IN 2763-003 after removal of the 18" storm main on the Park Edge Dr terrace.

## **BID ITEM 21002 – EROSION CONTROL INSPECTION**

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

## **BID ITEM 21073 – EROSION MATTING, CLASS II, URBAN TYPE C**

Erosion Matting, Class II, Urban Type C matting shall be used on the side slopes of the graded ditch for temporary and permanent stabilization. Staking shall be done in accordance with manufacturer's specifications.

## **ARTICLE 500 SEWERS AND SEWER STRUCTURES**

The sewer designer for this project is Daniel Olivares. He may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

### **STORM SEWER AND STRUCTURES GENERAL**

Storm sewer pipe work shall include installing approximately 620 lineal feet of new storm sewer of various sizes ranging from 12" Type II storm pipe to 34"x53" HERCP at locations shown on the plan and in accordance with these specifications.

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

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

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

### **SANITARY SEWER GENERAL**

There is no planned work for the sanitary sewer.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary to protect the existing sanitary sewer mains and laterals.

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III**

Work under this bid item shall be for the utility trench patch needed for Park Edge Dr storm sewer main installation.

### **BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV**

Work under this bid item shall be for the utility trench patch needed for 6741 Park Edge Dr driveway.

### **BID ITEM 50801 - UTILITY LINE OPENING (ULO)**

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

ULOs for existing sanitary must be completed immediately after erosion control measures are established and prior to any other work. See ULOs 7, 8, and 9.

**BID ITEM 90030 – REMOVE AND REPLACE LIGHT POLE**

**DESCRIPTION**

This item shall include all work and coordination necessary to remove and replace the light pole and base along the driveway of 6741 Park Edge Dr.

The Contractor shall be responsible for coordinating removal, reinstallation and other incidentals associated with the installation.

**BASIS OF PAYMENT**

Removal and replacement of the light pole shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

**BID ITEM 90031 – REMOVE AND REPLACE WOODEN FENCE**

**DESCRIPTION**

The Contractor shall remove, salvage and reset the wooden fence as needed at 6741 Park Edge Dr. The limits of this work shall be as necessary to install the proposed storm sewer. The bid item will be full compensation for all work necessary including any incidental items to remove, salvage and reset the fence and post to match existing condition.

**METHOD OF MEASUREMENT**

Remove and Replace Wooden Fence shall be measured by the lump sum.

**BASIS OF PAYMENT**

Payment for this work, as measured above, shall be full compensation at the contract unit price for all work, materials, equipment, and incidentals required to complete the work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE PARK EDGE DR FLOOD MITIGATION

CONTRACT NO. 8035

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. NA through NA 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.

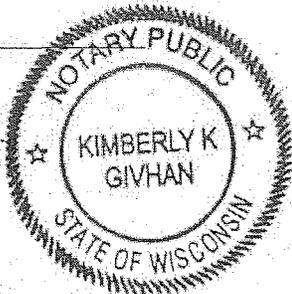
[Signature]  
SIGNATURE

Manager  
TITLE, IF ANY

Sworn and subscribed to before me this 15<sup>th</sup> day of August, 2017.

[Signature]  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 03-03-2018

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



Contract 8035 – 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

CONTRACT NO. 8035

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company:	Drax Inc	
Address:	2801 International Lane	
Telephone Number:	Suite 205	
Fax Number:	Madison, WI 53704	
Contact Person/Title:	Scott Langum Manager	

Prime Bidder Certification

Name:	Scott Langum
Title:	Manager
Company:	Drax Inc

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

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Bidder's Signature

8-15-2017  
\_\_\_\_\_  
Date



PARK EDGE DRIVE FLOOD MITIGATION

CONTRACT NO. 8035

DATE: 8/13/17

Drax, Inc

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$1,900.00	\$1,900.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$100.00	\$1,400.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$11,000.00	\$11,000.00
20101.0 - EXCAVATION CUT - C.Y.	50.00	\$60.00	\$3,000.00
20217 - CLEAR STONE - TON	100.00	\$20.00	\$2,000.00
20221 - TOPSOIL - S.Y.	110.00	\$7.00	\$770.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	110.00	\$10.00	\$1,100.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	555.00	\$4.00	\$2,220.00
20336.0 - PIPE PLUG - EACH	1.00	\$1,000.00	\$1,000.00
20401.0 - CLEARING - I.D.	30.00	\$15.00	\$450.00
20406.0 - GRUBBING - I.D.	30.00	\$15.00	\$450.00
20313.0 - REMOVE INLET - EACH	4.00	\$1,000.00	\$4,000.00
20314.0 - REMOVE PIPE - L.F.	20.00	\$30.00	\$600.00
20701.0 - TERRACE SEEDING - S.Y.	110.00	\$2.50	\$275.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$100.00	\$400.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$800.00	\$800.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$1,000.00	\$1,000.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	600.00	\$10.00	\$6,000.00
21031.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	4.00	\$65.00	\$260.00
21032.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	4.00	\$15.00	\$60.00
21033.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	4.00	\$5.00	\$20.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	2.00	\$150.00	\$300.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	4.00	\$15.00	\$60.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	2.00	\$5.00	\$10.00
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	110.00	\$10.00	\$1,100.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	110.00	\$45.00	\$4,950.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	105.00	\$15.00	\$1,575.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	450.00	\$16.00	\$7,200.00
40202.0 - HMA PAVEMENT, TYPE E-1 - TON	275.00	\$76.00	\$20,900.00
40211.0 - TACK COAT - GAL	62.00	\$3.00	\$186.00
40301.0 - FULL WIDTH GRINDING - SY	1240.00	\$5.60	\$6,944.00
50211.0 - SELECT BACKFILL - T.F.	415.00	\$1.00	\$415.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	100.00	\$10.00	\$1,000.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	315.00	\$10.00	\$3,150.00
50422.0 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	232.00	\$238.00	\$55,216.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	32.00	\$62.00	\$1,984.00
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	44.00	\$74.00	\$3,256.00

PARK EDGE DRIVE FLOOD MITIGATION

CONTRACT NO. 8035

DATE: 8/18/17

Drax, Inc

Item	Quantity	Price	Extension
50437.0 - 36 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	309.00	\$125.00	\$38,625.00
50485.0 - 34 INCH X 53 INCH HERCP AE - EACH	1.00	\$1,700.00	\$1,700.00
50625.0 - 34 INCH X 53 INCH HERCP AE GATE - EACH	1.00	\$1,700.00	\$1,700.00
50724.0 - 4'X4' STORM SAS - EACH	3.00	\$4,800.00	\$14,400.00
50726.0 - 6'X6' STORM SAS - EACH	2.00	\$7,000.00	\$14,000.00
50741.0 - TYPE H INLET - EACH	1.00	\$2,850.00	\$2,850.00
50766.0 - TERRACE INLET TYPE 1 - EACH	1.00	\$4,000.00	\$4,000.00
50767.0 - TERRACE INLET TYPE 2 - EACH	1.00	\$6,500.00	\$6,500.00
50801.0 - ULO - EACH	12.00	\$500.00	\$6,000.00
90030.0 - REMOVE & REPLACE LIGHT POLE - LUMP SUM	1.00	\$3,500.00	\$3,500.00
90031.0 - REMOVE & REPLACE WOODEN FENCE - LUMP SUM	1.00	\$5,000.00	\$5,000.00
49 Items	Totals		\$246,726.00



Department of Public Works  
**Engineering Division**

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

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

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

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

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

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

**Operations Manager**  
Kathleen M. Cryan

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

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

## BIENNIAL BID BOND

Drax, Inc.

(a corporation of the State of Delaware)

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

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

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

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

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

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

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

**PRINCIPAL**

Drax, Inc.  
COMPANY NAME

AFFIX SEAL

08/June/2016  
DATE

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

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME

AFFIX SEAL

June 2, 2016  
DATE

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

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

June 2, 2016  
DATE

John C. Klein  
AGENT

3570 N Lexington Avenue, Suite 206  
ADDRESS

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

651-484-6461  
TELEPHONE NUMBER

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

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

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

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

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

ATTEST:

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



By: Eric D. Barnes  
Secretary  
Eric D. Barnes

Michael Bond  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

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

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

Constance A. Dunn

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



*Gerald F. Haley*

Gerald F. Haley, Vice President

**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO) February 1, 2016 - January 31, 2018
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Drax, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE  
Andrew H. Langum IV, President

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of September in the year Two Thousand and Seventeen 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 SEPTEMBER 5, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### PARK EDGE DRIVE FLOOD MITIGATION CONTRACT NO. 8035

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO/100 (\$246,726.00) 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.

**PARK EDGE DRIVE FLOOD MITIGATION  
CONTRACT NO. 8035**

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:

[Signature] 8/22/17  
Witness Date  
[Signature] 8/28/17  
Witness Date

DRAX, INC.  
Company Name  
[Signature] 28/AUG/17  
President Date  
[Signature] 28/AUG/17  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director  
Signed this 15<sup>th</sup> day of September, 2017  
[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
City Attorney  
[Signature] 9.15.2017  
Mayor Date  
[Signature] 9-11-2017  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we DRAX, INC. as principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL Company of Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO/100 (\$246,726.00) 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:

**PARK EDGE DRIVE FLOOD MITIGATION  
CONTRACT NO. 8035**

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 6th day of September, 2017

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 48230 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 6, 2017  
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

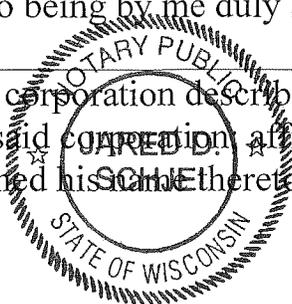
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

CORPORATION ACKNOWLEDGMENT

STATE OF WI  
COUNTY OF DANE

On this 28 day of August, 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.

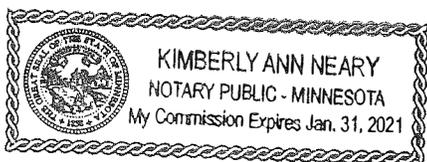


John D. Schjor  
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On this 25<sup>th</sup> day of August, 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.



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, 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, depose 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 25 day of August, 2017.



A handwritten signature in cursive script that reads "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