



Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/27/2019

Contract between: and Dept. or Division: Name/Phone Number: American Signal Corporation Engineering Division

Project: Warning Sirens - 2019

Contract No.: 8379 Enactment No.: RES-19-00199 Dollar Amount: 102,504.52 File No.: 54706 Enactment Date: 03/25/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1 3.27.19	1 3.27.19
Director of Civil Rights	1 3 27 19	1 3.29.19 Fm3
Risk Manager	13.27.19	1 \$ 4.2.19 MCL
Finance Director	1 4.2.19	14/2/19 MCR
City Attorney	350 4-3-15	1 U/U/19 -12
Mayor	14.4.19	1 4,4,19

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

Original + 2 Copies

03/27/2019 10:58:08 enjls - Randy Wiesner 267-8679

Dis Rights: OK / N/A / Problem - Hold Prev Wage: (AA) Agency / No Contract Value: 102, 504 9¢ AA Plan: \_\_\_\_\_\_Aperoved Amendment / Addendum #\_\_\_\_\_ Type: POS / Dvlp / Sbdv / Gov't / Grant / PW Goal / Loan / Agrmt



## City of Madison

## Legislation Details (With Text)

File #:	54706	Version:	1	Name:	Awarding Public Works Contract No. 8379, Warning Sirens - 2019.
Туре:	Resolution			Status:	Passed
File created:	2/13/2019			in control:	Engineering Division
On agenda:	3/19/2019			Final action:	3/19/2019
Enactment date:	3/25/2019			Enactment #:	RES-19-00199
Title:	Awarding Pub	lic Works C	ontra	ct No. 8379, War	ning Sirens - 2019. (9th, 17th, 3rd and 16th ADs)
Sponsors:	BOARD OF P	UBLIC WOI	RKS		
Indexes:					
Code sections:					

Attachments: 1. Contract 8379.pdf

Date	Ver.	Action By	Action	Result
3/19/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/20/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
2/13/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for warning siren installations in 2019. Four installtions are scheduled for 2019 at a total estimated cost of \$110,710. Funding for the warning sirens is provided by GO Borrowing via the Engineering-Other adopted 2019 capital budget (MUNIS 11808). Legistar file #54765 amended the warning sirens program budget in 2019 to accomodate funding for foure siren installations. Awarding Public Works Contract No. 8379, Warning Sirens - 2019. (9th, 17th, 3rd and 16th ADs) 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. 8379) for itemization of bids.

CDO 3-27-19

CONTRACTOR

#### CONTRACT NO. 8379 WARNING SIRENS – 2019

#### AMERICAN SIGNAL CORPORATION

\$102,504.52

Acct. No. 11808-404-150:53410 (05579) Contingency 8<u>+</u>

\$102,504.52

8,205.48

#### GRAND TOTAL

## <u>\$110,710.00</u>

## Boutelle, Alane

From: Sent: To: Subject: Chris Jones <cjones@americansignal.com> Thursday, March 21, 2019 9:41 AM Boutëlle, Alane RE: City of Madison 2019 Siren Bid/Contract approval

Yes, Dale Moeller is president, CEO, Secretary,,,,and owns the company-)

SULE CER A

Chris V. Jones | Regional Sales Manager

P: (414) 358-8000 | 1 (800) 243-2911 C: (414) 719-4558 F: (414) 358-8008 Skype ID: <u>ASCChrisJones</u> American Signal Corporation 8600 W. Bradley Rd. Milwaukee, WI 53224 www.americansignal.com





From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Thursday, March 21, 2019 9:38 AM
To: Chris Jones <cjones@americansignal.com>
Subject: RE: City of Madison 2019 Siren Bid/Contract approval

Hi Chris, Does your company have a sole officer?

Thanks, Alane Boutelle Program Assistant 2 City of Madison Engineering

From: Chris Jones <cjones@americansignal.com>
Sent: Thursday, March 21, 2019 9:36 AM
To: Boutelle, Alane <ABoutelle@citvofmadison.com>
Cc: Wiesner, Randall <<u>RWiesner@citvofmadison.com</u>>
Subject: RE: City of Madison 2019 Siren Bid/Contract approval

Yes please, see attached. I have each of these in triplicate, an original signatures.

Chris V. Jones | Regional Sales Manager

P: <u>(414)</u> 358-8000 | <u>1 (800)</u> 243-2911 C: <u>(414)</u> 719-4558 F: <u>(414)</u> 358-8008

## Company Lookup Summary

#### Jurisdiction: Wisconsin

Demographics									
Company Name: North American Specialty Insura	ince Company			Short Name:					
SBS Company Number: 54219627	analysis and the second s	NAIC CoCode: 29874		FEIN: 02-0311					
Domicile Type: Foreign		State of Domicile: New Har	npshire	Country of Dor					
NAIC Group Number: 181 - SWISS RE GRP Merger Flag: Yes		Organization Type: Stock		Date of Incorpo	oration: 11	/23/1973			
Address									
Business Address	Mailing Address		Statutory Home Office Address		Main Adn	ninistrativ	e Offici	e Address	
5200 METCALF AVE	1200 MAIN ST ST		900 ELM STREET			N ST STE			
OVERLAND PARK, KS 66202-1265 United States	KANSAS CITY, M United States	O 64105	MANCHESTER, NH 03101 United States		KANSAS United Sta	CITY, MO ates	64105		
				······		· · ·.·.			
Phone, Email, Website									
			1999 and 19	144-b-24-					
Phone Type Number		Email No results found.		Website No results found					
Type Number Toll Free Phone (800) 542-5									
Business Primary Phone (913) 676-5									
Business Primary Phone (603) 644-6									
Company Type									
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Company Type: Property and Casualty Status: Active		Status Reason:		Status Date:	01/11/1074				
Effective Date: 10/01/1999		Legacy State ID: 111693		Status Date:	01/11/1974				
Issue Date: 01/11/1974		Approval Date:		File Date:					
Articles of Incorporation Received: No		Article No:		COA Number:					
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Appointments									
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https://sbs.naic.org/solar-external-lookup/lookup/company/summary/54219627?jurisdictio... 3/21/2019

 SBS Company Number
 NAIC CoCode
 Non-Surviving Company
 Terminated Appointments
 Transferred Appointments
 Merger Date
 Comments

 54221562
 38830
 Fort Wayne Health & Casually Insurance Company
 Property and Casually
 N
 N
 10/01/2006

 Companies Absorbed
 Name
 New Name
 Effective Date
 Effective Date

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\$102,504.52 FILE

## BID OF AMERICAN SIGNAL CORPORATION

2019

## PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

## WARNING SIRENS - 2019

CONTRACT NO. 8379

PROJECT NO. 11808

**MUNIS NO. 11808** 

IN

## MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MARCH 19, 2019

> **CITY ENGINEERING DIVISION** 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

## WARNING SIRENS - 2019 CONTRACT NO. 8379

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Exhibits available in BidExpress:	
Exhibit A: Plans	

Exhibit B: FEMA Siren Range Estimation Figures

Exhibit C: Outdoor Warning Siren Control

This Proposal, and Agreement have been prepared by:

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

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1000

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

RFP: cmb

#### 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:	WARNING SIRENS - 2019
CONTRACT NO.:	8379
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	January 31, 2019
BID SUBMISSION (2:00 P.M.)	February 7, 2019
BID OPEN (2:30 P.M.)	February 7, 2019
PUBLISHED IN WSJ	January 3, 10, 17, 24 & 31, 2019

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

**REQUEST FOR SUBSTITUTIONS**: Any requests for product or equipment substitution shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have "Contract 8379 Request for Substitution" in the subject line.

The deadline for receiving substitution requests shall be **6:00PM on Thursday, January 31, 2019**. No additional substitution requests will be received after this deadline.

All approved substitutions shall be published in the form of an addendum.

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

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

#### STANDARD SPECIFICATIONS

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

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

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be prequalified 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 (<u>www.bidexpress.com</u>). 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. Nothwithstanding 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 $\boxtimes$

BUIIC	ling Demolition		
101	Asbestos Removal	110 🗌	Building Demolition
120	House Mover	_	U U
Stree	et, Utility and Site Construction		
201	Asphalt Paving	265	Retaining Walls, Precast Modular Units
205	Blasting		Retaining Walls, Reinforced Concrete
210	Boring/Pipe Jacking		
		2/5	Sanitary, Storm Sewer and Water Main
215	Concrete Paving		Construction
220	Con. Sidewalk/Curb & Gutter/Misc. Flat Work		Sawcutting
221	Concrete Bases and Other Concrete Work		Sewer Lateral Drain Cleaning/Internal TV Insp.
222	Concrete Removal	285 🗌	Sewer Lining
225		290 🗌	Sewer Pipe Bursting
230	Fencing	295	Soil Borings
235	Fiber Optic Cable/Conduit Installation		Soil Nailing
240	Grading and Earthwork		Storm & Sanitary Sewer Laterals & Water Svc.
241	Horizontal Saw Cutting of Sidewalk	310	Street Construction
242	Infrared Seamless Patching		Street Lighting
245	Landscaping, Maintenance		Tennis Court Resurfacing
246	Ecological Restoration		Traffic Signals
250	Landscaping, Site and Street		Traffic Signing & Marking
251	Parking Ramp Maintenance		Tree pruning/removal
252	Pavement Marking	333 🔲	Tree, pesticide treatment of
255	Pavement Sealcoating and Crack Sealing		Trucking
260	Petroleum Above/Below Ground Storage		Utility Transmission Lines including Natural Gas,
	Tank Removal/Installation		Electrical & Communications
262	Playground Installer	399	Other
202			Outor
Bride	ge Construction		
	Bridge Construction and/or Repair		
001			
<u>Build</u>	ling Construction	427 🗔	Motele
	ding Construction ☐ Floor Covering (including carpet, ceramic tile installation,	437	
<u>Build</u> 401	<ul> <li><u>ding Construction</u></li> <li>Floor Covering (including carpet, ceramic tile installation, rubber, VCT</li> </ul>	440 🗌	Painting and Wallcovering
<u>Build</u> 401 402	ding Construction         □ Floor Covering (including carpet, ceramic tile installation, rubber, VCT         □ Building Automation Systems	440 🗌 445 🔲	Painting and Wallcovering Plumbing
<u>Build</u> 401 402 403	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete	440 🗌 445 🗍 450 🔲	Painting and Wallcovering Plumbing Pump Repair
Build 401 402 403 404	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows	440 445 450 455	Painting and Wallcovering Plumbing Pump Repair Pump Systems
<u>Build</u> 401 402 403	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete	440 445 450 455 460	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection
Build 401 402 403 404	ling Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications	440 445 450 455 460	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection
Build 401 402 403 404 405	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts	440    445    450    455    460    464	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator
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Build 401 402 403 404 405 410 412 413 415	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts         Fire Suppression         Fumishings - Furniture and Window Treatments         General Building Construction, Equal or Less than \$250,000	440    445    450    455    460    464    465    465	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens
Build 401 402 403 404 405 410 412 413 415 420	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts         Fire Suppression         Furnishings - Furniture and Window Treatments         General Building Construction, Equal or Less than \$250,000         General Building Construction, \$250,000 to \$1,500,000	440   445   450   455   460   464   465   466   466   466   470	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens Water Supply Elevated Tanks
Buik 401 402 403 404 405 410 412 413 415 420 425	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts         Fire Suppression         Eumishings - Furniture and Window Treatments         General Building Construction, Equal or Less than \$250,000         General Building Construction, \$250,000 to \$1,500,000	440       445       450       455       460       464       461       465       466       470	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens Water Supply Elevated Tanks Water Supply Wells
Buik 401 402 403 404 405 410 412 413 415 420 425 428	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts         Fire Suppression         Furnishings - Furniture and Window Treatments         General Building Construction, Equal or Less than \$250,000         General Building Construction, \$250,000 to \$1,500,000         General Building Construction, Over \$1,500,000         Glass and/or Glazing	440       445       450       455       460       464       461       465       466       470	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites - Structural &
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Buik 401 402 403 404 405 410 412 413 415 420 425 428 429 430 433 435 <u>Stat</u> 1 2	ding Construction         Floor Covering (including carpet, ceramic tile installation, rubber, VCT         Building Automation Systems         Concrete         Doors and Windows         Electrical - Power, Lighting & Communications         Elevator - Lifts         Fire Suppression         Fumishings - Furniture and Window Treatments         General Building Construction, Equal or Less than \$250,000         General Building Construction, 0ver \$1,500,000         Glass and/or Glazing         Hazardous Material Removal         Heating, Ventilating and Air Conditioning (HVAC)         Insulation - Thermal         Masonry/Tuck pointing         e of Wisconsin Certifications         Class 5 Blaster - Blasting Operations and Activities 2500 feet road cuts.         Class 6 Blaster - Blasting Operations and Activities 2500 feet excavations, basements, underwater demolition, underground	440   445   450   455   460   464   464   464   466   466   470   475   480   499   499   499   499   and closed and closed excavatio	Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Tower Crane Operator Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites - Structural & Architectural Other
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 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department 5 of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application:

www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.

Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of 6 Arboriculture

Desticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and 7 landscape (3.0) and possess a current license issued by the DATCP)

8 State of Wisconsin Master Plumbers License.

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## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

SBE NOT APPLICÄBLE

C-1

## SECTION D: SPECIAL PROVISIONS

## WARNING SIRENS - 2019 CONTRACT NO. 8379

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

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

#### SECTION 102.11: BEST VALUE CONTRACTING

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

#### SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to <u>12:00 PM on Thursday, March 7, 2019</u>. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, March 6 2019.

#### SECTION 104: SCOPE OF WORK

This contract is for the installation of four (4) new emergency warning siren installations. Each location will have specific equipment being bid.

The scope of work includes the furnishing all labor, materials, equipment, tools, and services; and includes all costs of permits and any other costs whatsoever which may be required for the installation of the outdoor siren system. The Contractor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. This includes, but is not limited to coordination with local utilities to ensure proper delivery of electrical power, acquiring road closure permits if needed, site restoration and costs of equipment such as a bucket truck, crane, or auger. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

AC power for the sirens and control components shall be obtained from the local power utility and may require the installation of a device for metering power consumption. The Vendor will be responsible for coordinating all work with the affected utilities to provide electrical power to the new siren installation. The Vendor shall pay any special costs associated with providing power that are not covered by the utility. All associated permits required for providing electrical power shall be obtained by the Vendor.

All materials and components shall be new and of the manufacturer's latest design in current production. The equipment shall comply with the specifications set forth herein and shall comply with all performance specifications as advertised or otherwise represented by the Vendor. The equipment shall be manufactured, assembled, installed, and tested in accordance with the current industry standards, which shall be considered minimum requirements:

- The American National Standards Institute (ANSI).
- The Institute of Electrical and Electronic Engineers (IEEE).
- The National Electrical code (NEC).
- State of Wisconsin electrical code
- Where test standards exist, all materials and equipment furnished shall bear the label of the Underwriters Laboratory (UL).
- Outdoor Warning Systems, Technical Bulletin (Version 2.0), January 12, 2006, Federal Emergency Management Agency.

The City has a cooperative arrangement with the Dane County Department of Emergency Management (DCEM) and Dane County 911 Center (911) to manage, maintain, and operate a system of emergency sirens. The County maintains a county wide control system for status monitoring, activation, and testing of all 91 county-owned sirens and 46 additional municipal-owned sirens within the County.

Dane County utilizes a siren monitoring and control system provided by Acoustic Technology, Inc. (ATI Systems). This system is proprietary to ATI and control system schematics will not be provided by Dane County nor the City. Qualified vendors are expected to have experience and be familiar with the operation and maintenance of ATI Systems equipment.

Very specific equipment is needed at each siren site in order to tie the new installations into the County system. All equipment specifications for a complete installation are listed in the Bid Item 9000X section of these special provisions.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions.

#### SECTION 104.1: LANDS FOR WORK

Sirens P-1, P-2, and P-4 (see Exhibit A: Site maps) are located within the public right of way or on lands owned by the City of Madison. Siren P-3 is located with the public right of way owned by Dane County.

Bidders shall visit each site of the proposed work, and carefully examine the existing conditions and limitations at each site. Bidders shall include in their proposals the costs to be incurred as a result of difficulties and limitations presented by the existing conditions.

#### SECTION 104.2: INTENT AND COORDINATION OF THE CONTRACT DOCUMENTS

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

- The City Standard Specifications, 2018 Edition.
  - These Special Provisions including all plans and specifications at noted in the exhibits listed below.
  - All Addenda to the bidding documents.

#### EXHIBITS FOR BIDDING PURPOSES:

Exhibit A: Site maps

Exhibit B: Outdoor Warning Systems Technical Bulletin (Version 2.0)," Appendix F, Figure F-1, Suburban and Rural Areas Curve

Exhibit C: ATI contact information

#### ARTICLE 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

#### SECTION 105.12: COOPERATION BY THE CONTRACTOR

The Contractor shall coordinate with the City for the delivery of poles and equipment to the sites. The City will not reimburse the Contractor for additional costs incurred due to failure by the Contractor to coordinate with the City.

#### Site Specific Access

- a. Site P-1 has a gated entrance and may require coordination with the City to unlock the gate for deliveries and work. The City of Madison will not reimburse the Contractor for delays due to failure by the Contractor to notify the City when site access is needed.
- b. Site P-2 is an active construction site. The Contractor shall coordinate with the City and Village at Autumn Lake developer for site access.
- c. Site P-3 is located on County-owned right-of-way. The Contractor may access the site via a service road leading to the cell tower south of the siren location. The Contractor will need to obtain the appropriate permits to work in the County's right-of-way.
- d. Site P-4 is at City of Madison Fire Station #14. The Contractor shall coordinate site access with Assistant Fire Chief Clayton Christensen at (608) 266-5956.

#### SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not grade, excavate, store materials or equipment or otherwise disturb any areas outside the project limits shown on the plans.

It is the intent that all disturbed areas shall be restored as follows:

- 1. Asphalt shall be brought to grade daily with granular material and restored permanently at the end of the project with a TYPE III trench patch.
- 2. Turf/grass areas shall be restored with permanent seed, matting, fertilizer, and polymer in accordance with the Standard Specifications. Seed Mixtures shall be that specified for "Terrace Seed Mixtures".
- 3. Concrete sidewalk and concrete curb and gutter shall be replaced in accordance with the Standard Specifications.

#### SECTION 108.2 PERMITS

It shall be the responsibility of the Contractor to obtain the permits necessary to complete the work under this contract and, if required, to pay all applicable charges and fees associated with these permits.

#### SECTION 109.2 PROSECUTION OF THE WORK

Installation work shall be complete by <u>July 12, 2019</u>. The final testing (see item 6 Acceptance Testing, of the Bid Item 9000X section below) of all contracted sirens shall be completed on or before <u>1:00 PM of the first Wednesday in November, 2019</u>. This date is the last seasonal siren test, conducted at 12:00PM by DCEM.

The Contractor may expect the contract with the City to be fully executed by early April 2019. Work shall begin only after the contract is executed and the start work letter is received. The contractor shall establish a mutually acceptable date with the City Engineer to begin work. Contractor shall begin work on individual siren sites only after all frost has left the ground. The City will not pay for any extra fees by the

Contractor or utility companies for frost charges. It shall be the Contractor's responsibility to determine those dates and make appropriate coordination with the utility companies.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

#### BID ITEM 9000X – Emergency Siren Installation

#### DESCRIPTION OF EQUIPMENT

The Contractor shall provide all equipment described below as part of this contract. All materials and components shall be new and of the manufacturer's latest design in current production unless otherwise specified as salvaged materials or components. All installations shall use equipment and controls as specified below for a complete installation.

The equipment shall comply with the specifications set forth herein and shall comply with all performance specifications as advertised or otherwise represented by the Vendor. The equipment shall be manufactured, assembled, installed, and tested in accordance with the current industry standards, which shall be considered minimum requirements:

- The American National Standards Institute (ANSI).
- The Institute of Electrical and Electronic Engineers (IEEE).
- The National Electrical Code (NEC).
- State of Wisconsin electrical code.
- Where test standards exist, all materials and equipment furnished shall bear the label of the Underwriters Laboratory (UL).

#### 1. SIREN UNITS

New Emergency Siren Installations (four (4), one for each site) shall have a complete, new siren at each site. The units shall contain all of the equipment necessary to engage and monitor the operational status and readiness of the siren.

The siren units shall be designed to meet the following requirements:

- a. Electro-mechanical operation. Bids specifying electronic loudspeaker type sirens will be rejected.
- b. Capable of producing a 360 degree coverage pattern. Rotating or omni-directional sirens are acceptable.
- c. Pole mounted.
- d. DC battery operation with AC charging system.
- e. Capable of continuous sounding for a minimum of 15 minutes on a fully charged set of batteries.
- f. Capable of operating in a harsh environment, with an operating temperature range of -30 to +60 degrees Celsius.
- g. Capable of producing a minimum estimated effective warning range of 6,000 feet.
- h. Capable of producing a sound output of approximately 500 Hz.
- i. Capable of producing a minimum sound pressure level of 128 dBC measured at 100 feet from the source.
- j. Furnished in natural finish aluminum or stainless steel, or other material that provides a high resistance to UV degradation, rust and corrosion.
- k. All siren components to be protected to prevent entry of insects, birds, squirrels, and other pests.

Pre-approved manufacturers and model numbers meeting specification items a-k above include:

- 1. Federal Signal Model, Model 508-128
- 2. American Signal Corporation, Model Tempest128 (T-128)
- m. Other manufacturers and model numbers will be considered but must be submitted for review and approval prior to <u>January 31, 2019</u>. Proposed alternates must meet items a-k above and shall include all of the following as supporting documentation. Alternates missing any of the requested information will be rejected. Alternates not approved prior to the due date will be rejected.

1

- 1. Provide siren specification cut sheet showing a picture of the alternate product and indicating it is compliant with items a-k above.
- 2. Provide items g, h, and i using information in Exhibit B of this contract (FEMA publication, "Outdoor Warning Systems Technical Bulletin). If the proposed siren produces an output frequency outside of the 355-450 Hz range, the sound ratings and effective range must be adjusted based on the frequency corrections described in Appendix F, Table F-1 of the technical bulletin. This methodology is described in detail in the FEMA publication. Bids utilizing alternative methods of range estimation will be rejected.
- n. Batteries shall be specified as high quality batteries with a minimum of a ten-year design life and three-year replacement warranty, such as Duracell Ultra (Duracell part no. DURHR12-325C/FR-A).
- o. The City does not have a storage location for the new sirens. Pricing should include shipping costs, if any, for on-site delivery of all new sirens and related equipment.

#### 2. CONTROL CABINETS

Any necessary control and battery cabinets shall meet the following specifications:

- a. Appropriate NEMA rating.
- b. Furnished in natural finish aluminum, fiberglass, stainless steel, or coated with a material that provides a high resistance to UV degradation, rust, and corrosion.
- c. Pole mounted. The mounting system shall have sufficient strength to support the entire weight of the cabinet and all contents for the full life expectancy of the siren installation.
- d. Locking. The County will provide standard locks.
- e. Maintenance free with the exception of periodic lubrication of hinges and locking mechanisms.
- f. If equipped with ventilation louvers, all louvers shall be screened to the inside to prevent the entry of insects, birds, squirrels, and other pests.
- g. Water tight. Capable of withstanding severe summer and winter weather without damage to the cabinet or contents.

#### 3. UTILITY POLES

Four (4) sixty-five foot (65') poles are required (one for each site). New poles shall be class 2, treated wood utility poles. Poles shall be free of defects such as cracks, rotting, warping, or any other defect that would limit the load bearing capabilities or aesthetics of the completed siren installation. Poles shall be installed to depth of a minimum of seven feet and a maximum of ten feet. The City does not have a storage location for the new poles. Pricing should include shipping costs for on-site delivery of all new poles. Pole delivery areas are indicated on the site maps.

When installing a new pole, all necessary steps shall be taken to ensure that all utility poles are plumb prior to final backfilling around the drilling site. When complete, the installed pole must not be more than 3 degrees from vertical.

#### 4. SIREN CONTROL SYSTEM

Dane County utilizes a siren monitoring and control system provided by Acoustic Technology, Inc. (ATI Systems). This system is proprietary to ATI and control system schematics will not be provided by Dane County nor the City. Bidders are expected to be familiar with ATI Systems equipment. The scope of work includes the installation, testing, programming, and configuration of ATI equipment to newly installed sirens. Status monitoring includes Motor/Blower function for Alert and Growl Test commands, Rotation function (where appropriate) for Alert and Growl Test commands, DC battery power status, and AC power status.

The components of the ATI control system are as follows:

a. One (1) siren remote interface RTU unit – control and operates existing sirens. The unit includes a dry contacts, eight (8) opto-coupled inputs and four (4) analog inputs, 28W radio (VHF or UHF).

The unit and RS-232 and RS-485 serial ports. The unit is housed in a NEMA 4X stainless steel antenna, and battery are sold separately. Requires (1) battery BAT12V17. Item number RTU.

- b. One (1) sealed battery 12V, 17AH. Item BAT12V17.
- c. One (1) Omni fiber glass antenna 3 DB UHF 450-470 MHZ and antenna bracket. ITEM ANT400.
- d. Two (2) blue current sensors (55853).
- e. One (1) time sensor module assembly (20150).
- f. Two (2) 4-pin current sensor cable assembly.
- g. One (1) 2-pin DC voltage monitoring cable assembly (77225).
- h. One (1) sensor module to RTU cable assembly (77218).
- i. One (1) Antenna surge protector. Item ASP.

The control system must be purchased through the County's siren control equipment vendor, ATI. See Exhibit C for contact information.

All control cabinets must be installed such that they are fully accessible for servicing, mounted no less than six feet and no more than eight feet from the ground to the base of the box.

The County will be responsible for any modifications needed on the central control system.

#### 5. INSTALLATION OF NEW SIRENS

The Contractor shall provide all the necessary personnel, tools, equipment, and transportation for the successful installation of all equipment provided.

All equipment shall be installed according to the manufacturer's specifications and recommendations.

The Contractor shall provide for all deliveries, permits, and complete installation of the equipment, including new utility poles, siren heads, controllers, ATI components, and control boxes.

All wiring shall be in accordance with the applicable electrical codes. All electrical wiring shall be enclosed in steel conduit and junction boxes. All equipment shall be designed and constructed for the service intended. All equipment shall be properly grounded and protected from lightning and power surges according to manufacturer's recommendations. Care shall be taken to install all components in a manner that will reasonably protect them from the environment and will not impede maintenance access. The Contractor is responsible for all permits and inspections.

The Contractor shall make every effort to ensure that the installations are affected with minimal impact to the surrounding turf. The Contractor shall be responsible for site restoration if damage is done to the grounds, public sidewalk, curb and gutter, pavement and turf during installation. All excess soil and debris will be removed from the site.

All AC service lines shall be dedicated. Overhead service lines shall only be allowed in areas where overhead power lines already exist. Buried service lines shall be enclosed in galvanized metal conduit, of the appropriate diameter, at the pole from a point one foot below finished grade to the first connection to protect against vandalism.

The sites will be constructed on city owned property or rights-of-way.

#### 6. ACCEPTANCE TESTING

Field-testing is required to ensure that the equipment is operating properly.

Once a new siren and ATI control components have been successfully installed and calibrated, the Contractor shall perform a field test to ensure that the unit is operating properly. This must be a comprehensive test of the installation including a test of all siren control functions of the ATI controller, the

siren motor control components, and the siren head itself. This testing must be coordinated with the City and Dane County Emergency Management.

When siren installation is complete the Contractor shall inform the City and Dane County Emergency Management that the system is operating. Upon receipt of this notification and agreement by Dane County Emergency Management that the siren has been successfully installed, a 60-day Acceptance Period will begin. During this time, Dane County Emergency Management will perform a series of tests to determine that the system is operating according to specifications. The major conditions for acceptance are as follows:

- a. All new sirens must operate properly for two sequential monthly tests. Dane County Emergency Management tests the sirens once a month. The City must get 100% performance of the new siren two months in a row. The City also expects 100% performance in the event of an actual emergency activation during this time period.
- b. Failure to meet the performance testing requirements will result in re-establishing a new 60-day Acceptance Period, beginning at the time of failure.
- c. If testing results prove inadequate, the Contractor will take immediate action to repair or replace the faulty equipment. This shall be done at no expense to the City. The system warranty period shall begin at the end of the Acceptance Period.

#### 7. DOCUMENTATION

The Contractor shall submit a minimum of two hard copies of the equipment manuals, engineering plans, surveys, and any other documentation associated with siren installations or the components supplied. One copy shall be provided to the City the other to DCEM.

#### METHOD OF MEASUREMENT

Each siren installation shall be measured as a unit (Each) based on each site's specific needs as indicated below. Each site's bid price shall be listed on the bid document, the City of Madison reserves the right to remove individual sites from the contract at any time during the contract. See attached site maps.

Contractors shall not include costs charged by MG&E or Alliant for utility service installation in their bid items 90001 thru 90004. These costs will be reimbursed by change order after providing the City with a paid invoice from the utility company.

- 1. Site P-1 (Bid Item 90001), new installation, Old Sauk Road (Blackhawk Water Tower):
  - a. All components of this installation shall be new
  - b. Siren head and components per specifications, provided and installed by the contractor
  - c. All controls, cabinets, etc. per specifications, provided and installed by the contractor
  - d. ATI control unit installed, programmed, and tested by the contractor
  - e. 65 foot Class 2 Pole per specifications, provided and installed by the contractor
  - f. A new electrical service is required; a transformer is located at the north east side of the water tower and trenching will be required. Any fees charged by the local utility (Alliant Energy) to install the service will be reimbursed by invoice provided to the City of Madison.
- 2. Site P-2 (Bid Item 90002), new installation, Autumn Lake Parkway (Village at Autumn Lake):
  - a. All components of this installation shall be new
  - b. Siren head and components per specifications, provided and installed by the contractor
  - c. All controls, cabinets, etc. per specifications, provided and installed by the contractor
  - d. ATI control unit installed, programmed, and tested by the contractor
  - e. 65 foot Class 2 Pole per specifications, provided and installed by the contractor

- f. A new electrical service is required; a transformer is located at the back of 5624 Levitan Ln and trenching will be required. Any fees charged by the local utility (MG&E) to install the service will be reimbursed by invoice provided to the City of Madison.
- 3. Site P-3 (Bid Item 90003), new installation, Commercial Ave/CTH T:
  - a. All components of this installation shall be new
  - b. Siren head and components per specifications, provided and installed by the contractor
  - c. All controls, cabinets, etc. per specifications, provided and installed by the contractor
  - d. ATI control unit installed, programmed, and tested by the contractor
  - e. 65 foot Class 2 Pole per specifications, provided and installed by the contractor
  - f. A new electrical service is required; a transformer is located on an adjacent pole. Power will be run overhead. Any fees charged by the local utility (MG&E) to install the service will be reimbursed by invoice provided to the City of Madison.
- 4. Site P-4 (Bid Item 90004), new installation, Dairy Drive (Fire Station #14):
  - a. All components of this installation shall be new
  - b. Siren head and components per specifications, provided and installed by the contractor
  - c. All controls, cabinets, etc. per specifications, provided and installed by the contractor
  - d. ATI control unit installed, programmed, and tested by the contractor
  - e. 65 foot Class 2 Pole per specifications, provided and installed by the contractor
  - f. A new electrical service is required. A transformer is located at the north east side of the Fire Station. One inch PVC conduit has already been installed from the transformer to the pole site. Any fees charged by the local utility (MG&E) to install the service will be reimbursed by invoice provided to the City of Madison.

#### BASIS OF PAYMENT

An Emergency Siren Installation shall be measured as above and paid for at the contract price for all work, materials, permits, programming, testing, documentation, warranty, site restoration, and incidentals to complete the work as described in order to provide a fully functioning Emergency Siren Installation.

CONTRACT CONTACT: Theresa Nelson, thelson3@cityofmadison.com, 608-266-4913.

EXHIBIT B



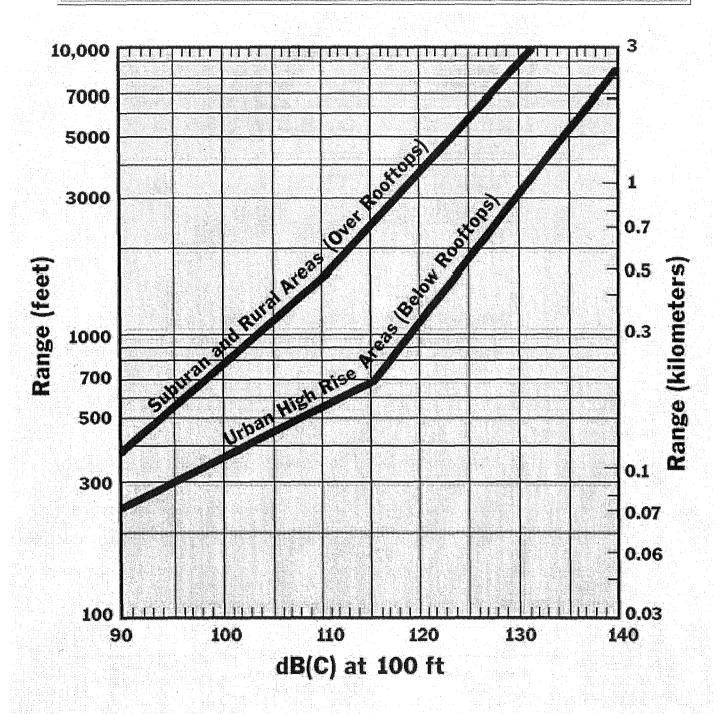


Figure F-1: Rated Output of Warning Device in dB at 100 feet

Federal Emergency Management Agency "Outdoor Warning Systems" Technical Bulletin (Version 2.0), January 2006

B-1

Frequency Range	Correction (dB)
180 Hz – 224 Hz	5
224 Hz – 280 Hz	4
280 Hz – 355 Hz	2
355 Hz – 450 Hz	0
450 Hz – 560 Hz	-2
560 Hz – 710 Hz	-4
710 Hz – 900 Hz	-6
900 Hz – 1120 Hz	-7

Table F-1: Correction for Single Tone SirensFederal Emergency Management Agency"Outdoor Warning Systems" Technical Bulletin (Version 2.0), January 2006

#### Methodology example:

Siren X produces a rated output of 113 dBC, measured 100 feet from the siren. The output frequency of the siren is a single tone at 500 Hz.

- a. According to Table F-1, the frequency correction is minus 2 dB for sirens in the 450 Hz to 560 Hz range.
- b. Taking the frequency correction into account, the appropriate output rating to apply to the X-axis (dB© at 100 ft) of Figure F-1 is 113 dBC 2 DB, or 111 dBC.
- c. Utilizing the Suburban and Rural Areas (Over Rooftops) curve, this corresponds to an estimated range of 1,600 feet.
- d. The Y-axis (Range in Feet) is a logarithmic scale.

Manufacturer Rated Sound Output (dBC at 100 feet)	Output Frequency (Hz)	Frequency Correction* (dB from Table F-1)	Effective Range** (in feet from Figure F- 1)
113 dBC	500 Hz	-2 dB	1,600 feet



## COUNTY OF DANE EXHIBIT C Department of Emergency Management

Charles A. Tubbs, Sr., Director (608) 267-1591 Emergency Medical Services Division (608) 266-4387

Hazardous Materials Planning Division (608) 266-9051

#### MEMORANDUM

Date: June 28, 2013

From: David Janda, Assistant Director

Subject: Outdoor Warning Siren Control

To Whom It May Concern:

This memo is intended to guidance for local government jurisdiction within Dane County regarding the remote control components needed to tie new, locally owned sirens to the County's central control system. This memo describes the equipment that the jurisdiction must purchase in order for the County to monitor, test, and activate locally owned sirens as part of the countywide system.

The system used for remote control and status monitoring of the outdoor warning sirens was upgraded in a multi-year project, completed in May 2013. This guidance applies to all new sirens installed after the project completion.

The County's siren control equipment vendor is:

Acoustic Technology, Inc.(ATI) 30 Jeffries Street East Boston, MA 02128

Toll Free: (800) 653-1494 Local: (617) 567-4969 x222 Fax: (617) 569-2964

Sales/Info: info@atisystem.com

ATI was selected though the County's competitive bidding process and is the only source of the equipment needed to operate sirens on the Dane County system. Equipment necessary to be purchased from ATI should be specified as *Siren Monitoring RTU–Dane*. The control equipment will be shipped as a kit and includes everything needed for remote control of the siren.

Please contact Dane County Emergency Management with any questions regarding the countywide siren system and the process for addition of new sirens to the system.



Department of Public Works Engineering Division

Robert F. Phillips, P.E., City Engineer City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 Phone: (608) 266-4751

Fax: (608) 264-9275 engineering@cityofmadison.com www.cityofmadison.com/engineering

February 1, 2019

#### NOTICE OF ADDENDUM ADDENDUM NO. 1

## CONTRACT NO. 8379, PROJECT NO. 11808 Warning Sirens - 2019

Deputy City Engineer Gregory T. Fries, P.E.

Deputy Division Manager Kathleen M. Cryan

Principal Engineer 2 Christopher J. Petykowski, P.E. John S. Fahrney, P.E.

Principal Engineer 1 Christina M. Bachmann, P.E. Mark D. Moder, P.E. Janet Schmidt, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager Bryan Cooper, Principal Architect

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

> Financial Manager Steven B. Danner-Rivers

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Warning Sirens - 2019, City of Madison Project 11808, Contract #8379, as issued on January 3, 2019* and is hereby made a part of the contract documents.

- Under Bid Item 9000X-Emergency Siren Installation, Pages D-7 and D-8 of the Special Provisions, Method of Measurement. For each site location P-1, P-2, P-3 and P-4 add the following to each item f: "The bidding contractor SHALL NOT include the estimated cost of the electrical service with his/her bid for this site."
- Clarification to the Plan Sheet for Site P-2. The electrical service from the indicated transformer to the siren location SHALL NOT go through the indicated wetlands. The electrical service shall be routed along rear lot lines and through the street right-of-way. Coordination between the contractor, the Autumn Lake Developer, and the City Project Manager shall determine the final course in the field.

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

An electronic version of these documents can be found on the Bid Express web site at: http://www.bidexpress.com

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

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

Theresa NelsonCity of Madison EngineeringPhone:608-266-4913Fax:608-264-9275Email:<u>TNelson3@cityofmadison.com</u>

Sincerely,

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

### SECTION E: BIDDERS ACKNOWLEDGEMENT

#### CONTRACT TITLE - WARNING SIRENS - 2019

## CONTRACT NO. 8379

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.

(Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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.
   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.
  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 American Signal Corporation a corporation organized and existing under the laws of the State of the City of Milwaukee, State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in it's behalf; and that the said statements are true and correct.

E-1

VATURF

EXECUTIVE VICE PRESIDENT TITLE, IF ANY

Sworn and subscribed to before me this 7 day of February 20

Schulte acer

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 3-210-21

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

LACEY SCHULTE Notary Public State of Wisconsin

#### Contract 8379 – American Signal Corporation

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) \* I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

#### Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1 \*

Addendum 2

Addendum 3

Addendum 4

Addendum 5

Addendum 6

## SECTION F: BEST VALUE CONTRACTING

## WARNING SIRENS - 2019 CONTRACT NO. 8379

## **Best Value Contracting**

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

	Supervisor and Equipment Supplier
active	son General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the apprentice requirement. Apprenticeable trades are those trades considered apprenticeable 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.
X	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.
on th 33.07 appre agend	Contractor shall indicate on the following section which apprenticeable trades are to be used is contract. Compliance with active apprenticeship, to the extent required by M.G.O. (7), shall be satisfied by documentation from an applicable trade training body; an inticeship contract with the Wisconsin Department of Workforce Development or a similar by in another state; or the U.S Department of Labor. This documentation is required prior to contractor beginning work on the project site.

 $\overleftarrow{\mathbf{A}}$ 

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

### WARNING SIRENS - 2019 CONTRACT NO. 8379

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 & FROST)

- IRON WORKER
- □ IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- □ PLASTERER
- D PLUMBER
- RESIDENTIAL ELECTRICIAN
- □ ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER

TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

#### WARNING SIRENS - 2019

CONTRACT NO. 8379 DATE: 2/7/19

#### American Signal Corporation

ltem	Quantity	Price	Extension
Section B: Proposal Page	,		
90001 - Site P-1 Emergency Siren Installation - Each	1.00	\$25,626.13	\$25,626.13
90002 - Site P-2 Emergency Siren Installation - Each	1.00	\$25,626.13	\$25,626.13
90003 - Site P-3 Emergency Siren Installation - Each	1.00	\$25,626.13	\$25,626.13
90004 - Site P-4 Emergency Siren Installation - Each	1.00	\$25,626.13	\$25,626.13
4 Items	Totals		\$102 504 52

## SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

#### WARNING SIRENS – 2019 CONTRACT NO. 8379

If said bid is rejected by the Obligee, then this obligation shall be void.

1.

2.

If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

#### Seal PRINCIPAL

$\cap \setminus \subset \mathcal{D}$	February 7, 2019
By	Date
RECURSO D. ROF EDECUTIVE V.P.	
Name and Title	
SURETY	
North American Specialty Insurance Company	
Name of Surety	
Isan	February 7, 2019
Ву	Date
Bradley S. Babcock, Attorney-in-Fact	
Name and Title	

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 9070604 for the year 2019 , and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

February 7, 2019	ZSEL
Date	Agent Signature
	W67N222 Évergreen Blvd.
	Address
	Cedarburg, WI 53012
	City, State and Zip Code
	(262) 204-8448

**Telephone Number** 

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

#### SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

BRADLEY S. BABCOCK, KIMBERLY L. BABCOCK and DAWN M. BENNING HUIBREGTSE

#### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this <u>14TH</u> day of <u>NOVEMBER</u>, 20 18.

> North American Specialty Insurance Company Washington International Insurance Company Westport Insurance Corporation

State of Illinois County of Cook

SS:

On this 14THday of NOVEMBER, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL MATTICIAL SEAL M. KENNY Notary Public - State of Illinois My Commission Emires 12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of February , 20\_

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & orth American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Cor

## SECTION H: AGREEMENT

THIS AGREEMENT made this  $\underline{\mathcal{DM}}$  day of  $\underline{\mathcal{MM}}$  in the year Two Thousand and Nineteen between <u>AMERICAN SIGNAL CORPORATION</u> hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 19, 2019**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

## WARNING SIRENS - 2019 CONTRACT NO. 8379

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>ONE HUNDRED TWO THOUSAND FIVE</u> <u>HUNDRED FOUR AND 52/100</u> (\$102,504.52) 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, gualifications and application procedures

H-1

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 original 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:

Cancel, terminate or suspend this Contract in whole or in part.

1.

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

#### Article VIII

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

#### Article IX

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

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

#### 6. **Contractor Hiring Practices.**

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

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

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

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

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

- b. Requirements. For the duration of this Contract, the Contractor shall:
  - 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

C.

WARNING SIRENS - 2019 CONTRACT NO. 8379

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

Countersigned:		AMERICAN SIGNAL CORPORATIO	)N
Witness Witness	3-21-19 Date 3-21-19 Date	Company Name President Secretary	<u>21 Mar</u> 1019 Date <u>21 MAr 2019</u> Date
CITY OF MADISON, WISCONSIN			
Provisions have been made to pay that will accrue under this contract.	the liability	Approved as to form:	
therefiles	4/2/19	Jun 2 4	1.4-19
Finance Directory	<u>, 4.4.1</u> 9	City Attorney	<u>Date</u> <u>4.</u> 4.19
Witness	Date	Mayor	Date
Witness	<u>3-2)+</u> 9 Date	City Clerk	2.2>,19 Date
0			

#### SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **<u>AMERICAN SIGNAL CORPORATION</u>** as principal, and <u>North American Specialty Insurance Company</u>

Company of <u>Schaumburg, IL</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>ONE HUNDRED TWO THOUSAND FIVE HUNDRED FOUR AND</u> <u>52/100</u> (\$102,504.52) 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:

## WARNING SIRENS - 2019 CONTRACT NO. 8379

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 this21st	_day ofMarch	
Countersigned:	AMERICAN SIGNAL CORPORATION	
Joren fort	Cempany Náme (Principal) — AMAR 2019 President Seal	
Secretary	_ l	
Georgialy		
Approved as to form:	North American Specialty Insurance Company	
Aug2no -	Surety Seal	
City Attorney	By Attorney-in-Pact Bradley S. Babcock	
This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9070604 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been		
revoked.	i managementer and the second se	

March 21, 2019 Date

Agent Signature Bradley S. Babcock

#### SWISS RE CORPORATE SOLUTIONS

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

#### BRADLEY S. BABCOCK, KIMBERLY L. BABCOCK and DAWN M. BENNING HUIBREGTSE

#### JOINTLY OR SEVERALLY

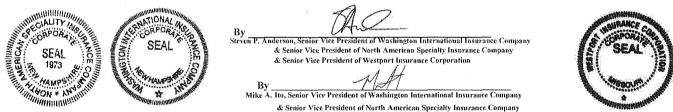
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

#### ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



& Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this NOVEMBER this 14TH day of , 20 18

> North American Specialty Insurance Company Washington International Insurance Company Westport Insurance Corporation

State of Illinois SS: County of Cook

On this 14THday of NOVEMBER, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

1, Jeffrey Goldberg , the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

March 20 19 IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of

Balle

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

