



"...meeting community needs...enhancing quality of life."

**APPLETON FIRE DEPARTMENT
700 N. DREW STREET
APPLETON, WI 54911**

MEMORANDUM

To: Alderperson Jirschele, Chair Safety and Licensing Committee
Members of the Common Council

From: Eugene R. Reece Jr., Deputy Fire Chief

cc: Paula VandeHey, Director Public Works

Date: April 11, 2014

Re: Request Authorization to purchase Emergency Vehicle Preemption Equipment

The department is requesting authorization for the purchase of Emergency Vehicle Preemption (EVP) equipment in the sum of \$121,020.00 from TAPCO. The purpose of this request is for upgrading our existing emergency vehicle pre-emption from an Infrared based system to a GPS based system. The GPS system utilizes new technology in addressing emergency vehicle preemption that provides increased safety to the public and emergency responders, as well as providing constant monitoring and updating through a central management software system. This is a project that is being cooperatively managed between the fire department and the traffic division of the Department of Public Works. The project is the first year of a multiple year upgrade that was previously approved as part of the overall 2014 capital improvement project for the emergency vehicle preemption upgrade.

The equipment being purchased is provided through Global Traffic Technologies, LLC (GTT). GTT utilizes a sole source provider, TAPCO, which the city has used for the purchase of traffic control equipment used throughout the city. TAPCO will provide as part of this project;

- TAPCO to furnish equipment and train City personnel how to install and program onsite. TAPCO will be onsite to help at first several intersections until City personnel feels competent to do them.
- TAPCO to furnish vehicle kits and train City personnel how to install and program vehicles. TAPCO will be onsite to help at first several vehicles until City personnel feels competent to do themselves.
- TAPCO to provide CMS. City to provide server and workstations, TAPCO/GTT to assist City with installation.
- In subsequent years TAPCO to provide support as listed above with future purchases.

Should you have any questions regarding this request for authorization, please feel free to contact me.

"Appleton Fire Department....serving with P.R.I.D.E."

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CONTRACT

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C O N T R A C T

THIS CONTRACT, approved by the Appleton Common Council this 7th day of May, 2014, made by and between Traffic and Parking Control Company, Inc. (TAPCO), hereinafter called the “Contractor”, and the City of Appleton, hereinafter called the “Owner”.

WITNESSETH, that the Contractor and the Owner for the consideration stated in Article II herein agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed under the contract and shall provide and furnish all the labor, materials (except that which is expressly stated will be furnished by the Owner), necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required for the GPS-Based Traffic Signal Priority Control System, all in accordance with the quote submitted by the Contractor, which the quote is made a part of this Contract, and in strict compliance with the Contractor’s quote and the other contract documents herein mentioned which are a part of this Contract.

ARTICLE II. THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

AWARDED:

Not to exceed a total amount of \$121,020.00

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. Contractor’s Sales Quote
2. Contractor’s Scope of Work
3. Insurance Requirements Exhibit “A”
4. Contractor’s Certificate of Insurance

ARTICLE IV. ADDITIONAL PROVISIONS

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Indemnification Clause. The Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney’s fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above mentioned.

Dated this _____ day of _____, 2014.

TRAFFIC AND PARKING CONTROL COMPANY, INC. (TAPCO), Contractor:

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

CITY OF APPLETON, Owner:

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Charlene Peterson, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman,
Interim Director of Finance

James P. Walsh, City Attorney

INSTRUCTION FOR EXECUTING CONTRACT

If the contractor is a corporation, the following certificate should be executed:

I _____, certify that I am Secretary of Traffic And Parking Control Company, Inc. (TAPCO) (Contractor), a corporation; that I have duly signed the foregoing contract for and in behalf of the contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.

_____(Corporate Seal)

If the contract is signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the contractor should be inserted and the contract should be signed with his official signature. Please have the name, of the signing party or parties, typewritten or printed under all signatures to the contract.

If the contractor is operating as a partnership, each partner should sign the contract. If the contract be not signed by each partner, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and in behalf of the partnership.

If the contractor is an individual, the trade name (if the contractor be operating under a trade name) should be indicated in the contract and the contract should be signed by such individual. If signed by one other than the contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute the contract for and in behalf of the contractor.



SALES QUOTE

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
 Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Customer Copy

Number	Q117950
Date	5/3/2013
Page	1

Sell To Cust. C20737	Appleton Fire Department Attn: Gene Reese 700 N Drew Street Appleton, WI 54911 USA	Ship To Cust.	Appleton Fire Department Attn: Gene Reese 700 N Drew Street Appleton, WI 54911 USA
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Reference #	Expires	Slsp	Terms	Freight	Ship Via
GPS ADVANCE A CITY	6/2/2014	Signal Service	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
	Advance a City Pricing					
106411	Multimode Phase Selector Model 764	20	EA	2,751.00	EA	\$55,020.00
106412	Multimode Auxiliary Interface Panel (AIP) Model 768	20	EA	300.00	EA	\$6,000.00
105285	Opticom GPS Radio Unit Mast Mount Model 1010	20	EA	2,680.00	EA	\$53,600.00
105294	GPS Installation Cable - 1000ft Spool Model 1070	4000	EA	0.60	EA	\$2,400.00
115286	GPS Vehicle Kit (High Priority) Series 2000 Includes: 2100,1050,2171, Hardware Kit	10	EA	3,210.00	EA	\$32,100.00
373-01416	Advance A City Discount	10	EA	-3,210.00	EA	(\$32,100.00)
373-01416	Central Management Software	1	EA	28,572.00	EA	\$28,572.00
373-01416	Advance A City Discount	1	EA	-28,572.00	EA	(\$28,572.00)
373-01416	Software Installation & Training 2 days	1	EA	4,000.00	EA	\$4,000.00

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$121,020.00	\$0.00	\$0.00	\$121,020.00

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

TAPCO's SCOPE OF WORK

GPS-Based Traffic Signal Priority Control System

- TAPCO to furnish equipment and train City personnel how to install and program onsite. TAPCO will be onsite to help at first several intersections until City personnel feels competent to do themselves.
- TAPCO to furnish vehicle kits and train City personnel how to install and program vehicles .TAPCO will be onsite to help at first several vehicles until City personnel feels competent to do themselves.
- TAPCO to provide CMS. City to provide server and workstations, TAPCO/GTT to assist City with installation.
- In subsequent years TAPCO to provide support as listed above with future purchases.

“EXHIBIT A”

INSURANCE REQUIREMENTS FOR CITY OF APPLETON “LARGE EXPOSURE JOBS”

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit

- B. Claims made form of coverage is not acceptable.

- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage
OR
\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

- B. Must cover liability for “Any Auto” - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
 - A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **UMBRELLA COVERAGE**
 - A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
 - B. Claims made coverage is not acceptable
 - C. \$10,000 self-insured retention
 - D. Must be no less broad than underlying coverages

5. **AIRCRAFT LIABILITY (including helicopter)** - Owned, Non-Owned, or Hired
 - A. If this exposure shall exist, the limits must be at least \$5,000,000 combined single limit for bodily injury (including passenger liability) and property damage.
 - B. Any liability exclusions relating to slung cargo must be deleted.

6. **BUILDER'S RISK/INSTALLATION FLOATER**
 - A. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Appleton and specified in the contract documents.
If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

7. **AUTOMOBILE POLLUTION LIABILITY (including loading and unloading)**
If you're hauling or moving pollutants or hazards materials then the City of Appleton requires additional coverage. (Please contact the Human Resources Department (920) 832-6300 for the specifics.)
 - A. Limits - \$1,000,000 each occurrence
\$2,000,000 annual aggregate
 - B. Maximum deductible is \$2,500. Insured is responsible for any claims under the deductible
 - C. Must cover pollutant clean up, and resulting bodily injury and property damage liability.
 - D. Must cover liability for "any auto" including owned, non-owned and hired automobile liability.

8 . ADDITIONAL PROVISIONS

- * **Additional Insured –**
On the General Liability Coverage, Business Automobile Coverage, Aircraft Liability, Umbrella Coverage and Automobile Pollution Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

- * **Endorsement -**
The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

- * **Certificates of Insurance -**
A copy of the Certificate of Insurance must be on file with the City Clerk.

- * **Notice -**
NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

- * **The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Wisconsin.**