

Contract Routing Form

printed on: 03/15/2023

ROUTING: Routine

Contract between: Danton Construction Services LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Fire Station 10 Lighting Retrofit

Contract No.: 9280
Enactment No.: RES-23-00204
Dollar Amount: 77,900.00

File No.: 76233
Enactment Date: 03/10/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/15/23	3/15/23
Director of Civil Rights	02/16/2023	03/16/2023 (JK)
Risk Manager	3/17/23	3/17/23 RN
Finance Director	3/17/2023	3/17/2023
City Attorney	3/17/2023	3/17/23
Mayor	3/20/23	3/20/23

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

Original + 2 Copies

03/15/2023 09:49:42 enjls - Kay Schindel 266-4668

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9280
FIRE STATION 10 LIGHTING RETROFIT

DANTON CONSTRUCTION SERVICES LLC

\$ 77,900.00

Acct. No. 14246-401-200: 54210 (91438)
Contingency 8%±

\$ 77,900.00
6,230.00

GRAND TOTAL

\$ 84,130.00



Demographics

Company Name: Old Republic Surety Company
NAIC CoCode: 40444
State of Domicile: Wisconsin
Organization Type: Stock

Short Name:
Country of Domicile: United States
Date of Incorporation: 12/28/1981

SBS Company Number: 54220076
Domicile Type: Domestic
NAIC Group Number: 150 - OLD REPUBLIC GRP
Merger Flag: No

Address

Business Address 445 S Moorland Rd Ste 200 Brookfield, WI 53005 United States	Mailing Address PO Box 1635 Milwaukee, WI 53201 United States	Statutory Home Office Address 445 S Moorland Rd Ste 200 Brookfield, WI 53005 United States	Main Administrative Office Address 445 S Moorland Rd Ste 200 Brookfield, WI 53005 United States
---	---	--	---

Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Toll Free Phone</td> <td>(800) 217-1792</td> </tr> </tbody> </table>	Type	Number	Toll Free Phone	(800) 217-1792	<table border="1"> <thead> <tr> <th>Type</th> <th>E-mail</th> </tr> </thead> <tbody> </tbody> </table>	Type	E-mail	No results found.
Type	Number							
Toll Free Phone	(800) 217-1792							
Type	E-mail							

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 12/28/1981
Issue Date: 12/28/1981
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 112142
Approval Date:
Article No:

Status Date: 12/28/1981
Expiration Date:
File Date:
COA Number:

Company Type: Property and Casualty

Show 10 entries

Showing 11 to 20 of 32 entries

Q sch

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CAROL SCHUTZ	6488084	6488084	Intermediary (Agent) Individual	Casualty	11/26/2013	03/10/2022	03/15/2023
KIMBERLY ASCHENBACH	16455706	16455706	Intermediary (Agent) Individual	Casualty	09/16/2022	09/16/2022	03/15/2023

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TODD SCHAAP	774994	774994	Intermediary (Agent) Individual	Casualty	08/28/2015	03/10/2022	03/15/2023
TRAVIS SCHREIBER	17134535	17134535	Intermediary (Agent) Individual	Casualty	05/14/2015	03/10/2022	03/15/2023
JOHN SCHMITZ	303347	303347	Intermediary (Agent) Individual	Casualty	03/28/2011	03/10/2022	03/15/2023
SHERRI RUSCH- REGENWETHER	6459960	6459960	Intermediary (Agent) Individual	Property	11/16/1993	03/10/2022	03/15/2023
SHERRI RUSCH- REGENWETHER	6459960	6459960	Intermediary (Agent) Individual	Casualty	11/16/1993	03/10/2022	03/15/2023
BRITTANY SCHMIDT	17112742	17112742	Intermediary (Agent) Individual	Casualty	06/28/2017	03/10/2022	03/15/2023
DEEDEE FISCHER	6527260	6527260	Intermediary (Agent) Individual	Casualty	09/19/2017	03/10/2022	03/15/2023
LAUREN SCHAFFER	16149600	16149600	Intermediary (Agent) Individual	Casualty	04/05/2017	03/10/2022	03/15/2023

First	Previous	1	2	3	4	Next	Last
-------	----------	---	---	---	---	------	------

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI United States County 53005

Company Merger

No results found.

\$77,900.00
ORIGINAL

BID OF DANTON CONSTRUCTION SERVICES LLC

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FIRE STATION 10 LIGHTING RETROFIT

CONTRACT NO. 9280

MUNIS NO. 14246

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 7, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

SECTION B: PROPOSAL SECTION.....B-1

SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) C-1

SECTION D: SPECIAL PROVISIONS..... D-1

SECTION E: BIDDER’S ACKNOWLEDGEMENTE-1

SECTION F: BEST VALUE CONTRACTING F-1

SECTION G: BID BOND G-1

SECTION H: AGREEMENT..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND I-1

Contract materials available in Bid Express:

Exhibit A: Specifications

This Proposal, and Agreement have
been prepared by:

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

Bryan Cooper for: _____
James M. Wolfe, P.E., City Engineer

JMW: ks

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:	FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO.:	9280
BID BOND	5%
PRE-BID WALK THROUGH (11:00 A.M.)	JANUARY 24, 2023
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 2, 2023
BID SUBMISSION (2:00 P.M.)	FEBRUARY 9, 2023
BID OPEN (2:30 P.M.)	FEBRUARY 9, 2023
PUBLISHED IN WSJ	JANUARY 19, 26, & FEBRUARY 2, 2023

PRE-BID WALK THROUGH: One pre-bid conferences will be conducted for the purposes of a pre-bid walk through and all bidding contractors are encouraged to attend.

1. The meeting will be held on 1/24/2023 at 11 a.m. in Fire Station 10 located at 1517 Troy Drive, Madison in Madison, WI. This will be the only opportunity for bidding contractors to walk through the site. An alternate date may be selected in the event of inclement weather as determined solely at the discretion of the City Project Manager.
2. City Staff will be on hand to conduct the building walk through, discuss the plans, specifications and expectations of the contract.

QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR ALTERNATES:

If needed, the City of Madison shall publish an addendum or addenda to respond to any questions, clarifications, or requests for substitutes.

1. Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. All responses will be held and published by the City of Madison in the form of a bidding addendum.
2. Requests for alternates or substitutions shall be done according to Specification 01 25 00 and other specifications as necessary. Submit all materials to the City Project Manager via email. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
3. Inquiries received less than 1 week before bid due date may not be answered.

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). 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 (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

**Instructions to Bidders
City of Madison
SBE Program Information**

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS
FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received. The Contractor shall have reached a level of Construction Closeout NO LATER THAN 7 months after start work letter is issued.

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE Bid shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

BASIS OF PAYMENT: The Base Bid shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding of these contract documents to do so by email so we may properly log, track and respond to all issues. Please reference specification section and/or plan view number relating to the question or concern.

Reference contract name and contract number in the subject line of all emails.

The Project Manager for this contract is:

Kay Schindel, P.E.
City of Madison Engineering Division
Email: kschindel@cityofmadison.com



Department of Public Works
Engineering Division
James M. Wolfe, 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

Assistant City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.

Financial Manager

Steven B. Danner-Rivers

January 25, 2023

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 9280
FIRE STATION 10 LIGHTING RETROFIT**

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

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


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

<http://www.bidexpress.com>

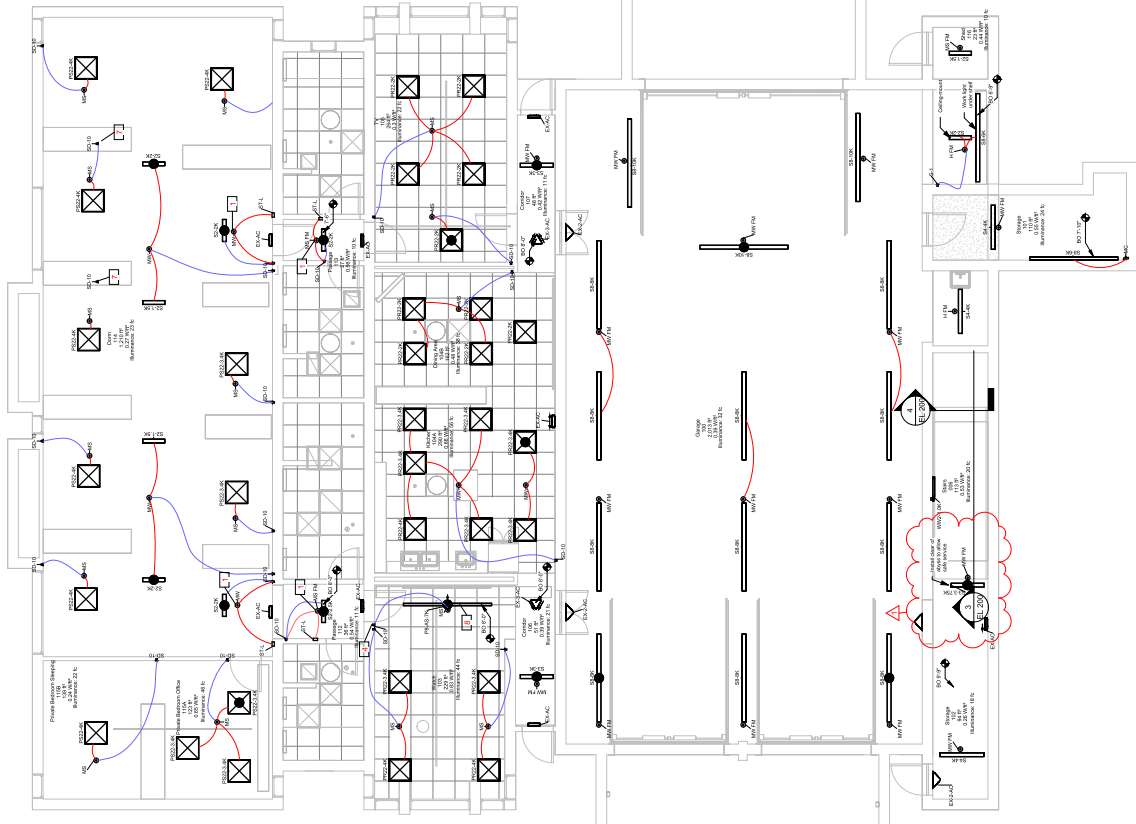
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

- 1 Replace sheet EL 200 with a new sheet EL 200
 - A Use 3' strip light instead of 4' strip light to clear existing pipe in space 102. Added clarification for location of fixture.
 - B Add note clarifying what to do with loudspeakers and other devices in Space 001.
- 2 Replace sheet EL 300 with a new sheet EL 300
 - a Updated fixture schedule to reflect change of fixture on sheet EL 200 (s. above)

Sincerely,


James M. Wolfe, P.E., City Engineer

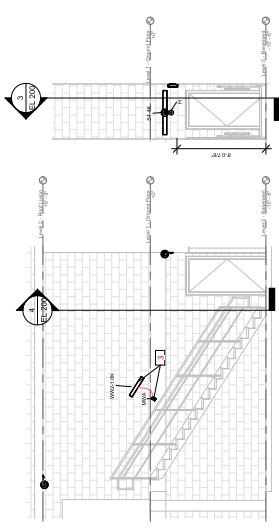
JMW:ks



② EL Ceiling - Level 1 3'x16" = 1'-0"

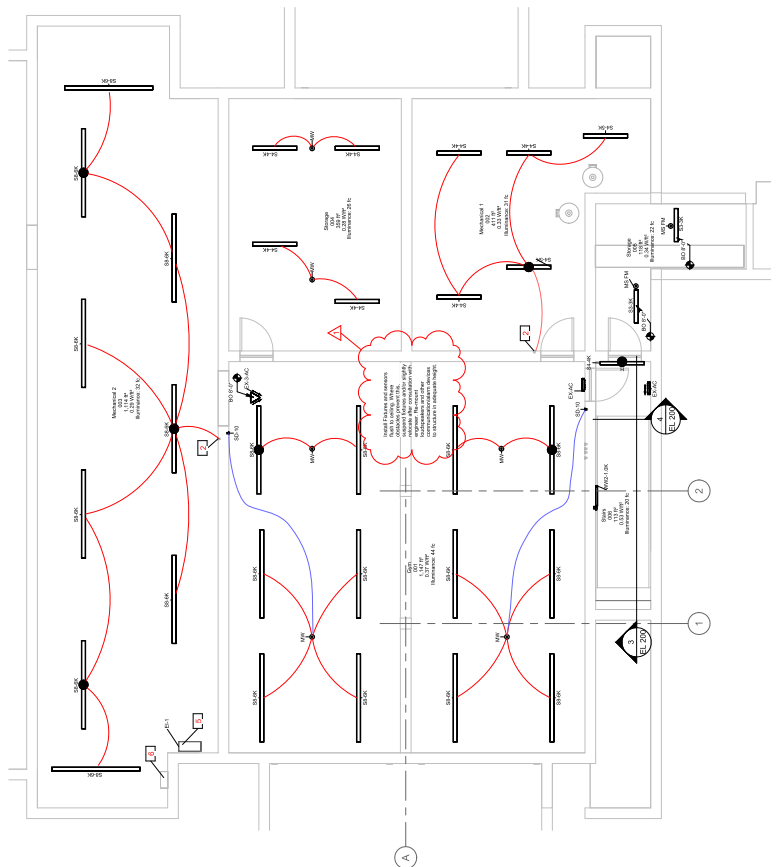
Keynote Legend

KEYNOTE	DESCRIPTION
1	GROUP 1
2	GROUP 2
3	GROUP 3
4	GROUP 4
5	GROUP 5
6	GROUP 6
7	GROUP 7
8	GROUP 8
9	GROUP 9
10	GROUP 10
11	GROUP 11
12	GROUP 12
13	GROUP 13
14	GROUP 14
15	GROUP 15
16	GROUP 16
17	GROUP 17
18	GROUP 18
19	GROUP 19
20	GROUP 20
21	GROUP 21
22	GROUP 22
23	GROUP 23
24	GROUP 24
25	GROUP 25
26	GROUP 26
27	GROUP 27
28	GROUP 28
29	GROUP 29
30	GROUP 30
31	GROUP 31
32	GROUP 32
33	GROUP 33
34	GROUP 34
35	GROUP 35
36	GROUP 36
37	GROUP 37
38	GROUP 38
39	GROUP 39
40	GROUP 40
41	GROUP 41
42	GROUP 42
43	GROUP 43
44	GROUP 44
45	GROUP 45
46	GROUP 46
47	GROUP 47
48	GROUP 48
49	GROUP 49
50	GROUP 50
51	GROUP 51
52	GROUP 52
53	GROUP 53
54	GROUP 54
55	GROUP 55
56	GROUP 56
57	GROUP 57
58	GROUP 58
59	GROUP 59
60	GROUP 60

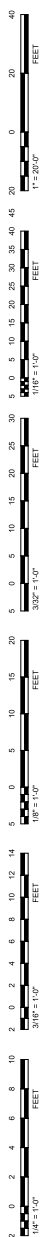


③ EL Section - Stairs 3'x16" = 1'-0"

④ EL Section - Stair Fall Wall 3'x16" = 1'-0"



① EL Ceiling - Level 0 3'x16" = 1'-0"

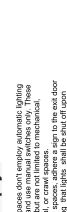
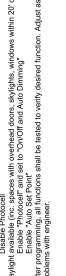
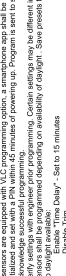
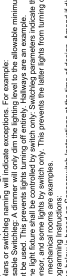
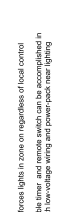
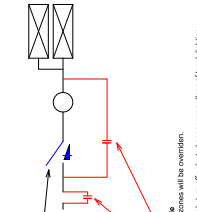
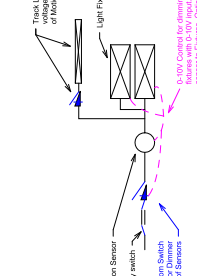
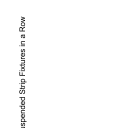
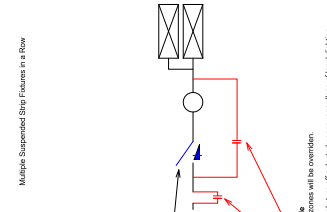
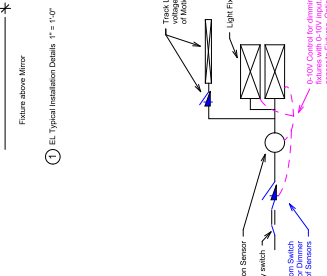
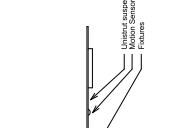
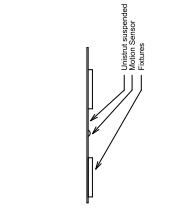
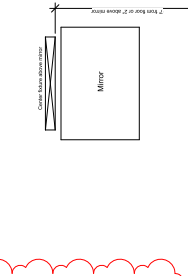


Lighting Devices Schedule

Quantity	Description	Unit	Notes
424	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule

Lighting Fixture Schedule

Quantity	Description	Unit	Notes
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule
2	Emergency Power Battery Inverters		See Schedule



1. EL Local Lighting Control 1" = 1'-0"

Lighting zones with lighting devices are indicated by wire lines and/or switch leg (SL) numbers. Where shown in plans, a zone may have 1-way and 4-way switches. Enable 3-way function on dimmer switch and wire appropriately to the zone. Where shown in elevations, a zone may have 1-way and 4-way switches. Enable 3-way function on dimmer switch and wire appropriately to the zone. Motion sensor with load switch will be deactivated when switch is off, dimmer or down stroke of motion detector.

Light will be on upon activation of focal sensor regardless of actual motion detector (sensor is ON upon power-up).

Line-voltage dimmer (i.e. track lighting) shall be downstream of focal motion sensor.

Disable Switching: Dimmer will only dim the lighting loads to the allowable minimum. The line voltage switch in the dimmer will be installed and set with a FRN within 45 minutes of powering up. Program is set to sensor via backlight. Lights will turn on once light fixture is switched on, this prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples. This prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples.

Sensor Programming Instructions:

- Confirm any revision with engineer. Sensor switch support: 1800-330-2685
- Verify sensor is properly installed and set with a FRN within 45 minutes of powering up. Program is set to sensor via backlight. Lights will turn on once light fixture is switched on, this prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples. This prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples.
- No dimmer programming required.
- Enable Time Delay - Set to 15 minutes
- Enable 2"m to Off Delay - Set to 8 minutes
- Daylight available (i.e. stations with overhead doors, skylights, windows within 20' of sensor)
- Enable "Auto Set Point"

Problem with engineer.

2. EL Egress Lighting Control w. UPS and Fire Alarm Integration 1" = 1'-0"

Changes:

- Emergency light fixtures (indicated by a black dot) and Exit signs will be powered by the Uninterruptible AC Power Supply (UPS). Wiring has to be extended from UPS to all devices.
- When normal power is present, the emergency lighting fixtures and exit signs will be powered by the battery for over 90 minutes. Those fixtures will be forced out at 100% (no dimming).
- When the alarm is active, all emergency light fixtures will be forced on at 100% (no dimming).
- Wiring shall meet NEC-700.10 requirements. This includes, but is not limited to:
- Any junctions shall be labeled "Warning, 2 power sources" or as required by code.
- Conduit for emergency lighting shall be color-coded as specified in Division 26.
- Fixtures with built-in sensor shall be set for UL 524 relay to bypass sensor (i.e. sensor fixture with included photohead).

Testing:

- Type by applying emergency power and normal power. Turn off local switch and set local dimmer to lowest dimming level.
- Verify that all emergency lighting fixtures and exit signs are lit at 100% (no dimming).
- If no local dimmer is available and dimming by sensor is scheduled, program sensor to dim to low level.
- Re-initiate normal power and activate fire alarm and verify emergency light turns on to 100%.

3. EL Lighting Control Zone 1" = 1'-0"

Changes:

- Emergency light fixtures (indicated by a black dot) and Exit signs will be powered by the Uninterruptible AC Power Supply (UPS). Wiring has to be extended from UPS to all devices.
- When normal power is present, the emergency lighting fixtures and exit signs will be powered by the battery for over 90 minutes. Those fixtures will be forced out at 100% (no dimming).
- When the alarm is active, all emergency light fixtures will be forced on at 100% (no dimming).
- Wiring shall meet NEC-700.10 requirements. This includes, but is not limited to:
- Any junctions shall be labeled "Warning, 2 power sources" or as required by code.
- Conduit for emergency lighting shall be color-coded as specified in Division 26.
- Fixtures with built-in sensor shall be set for UL 524 relay to bypass sensor (i.e. sensor fixture with included photohead).

Testing:

- Type by applying emergency power and normal power. Turn off local switch and set local dimmer to lowest dimming level.
- Verify that all emergency lighting fixtures and exit signs are lit at 100% (no dimming).
- If no local dimmer is available and dimming by sensor is scheduled, program sensor to dim to low level.
- Re-initiate normal power and activate fire alarm and verify emergency light turns on to 100%.

4. EL Local Lighting Control 1" = 1'-0"

Lighting zones with lighting devices are indicated by wire lines and/or switch leg (SL) numbers. Where shown in plans, a zone may have 1-way and 4-way switches. Enable 3-way function on dimmer switch and wire appropriately to the zone. Where shown in elevations, a zone may have 1-way and 4-way switches. Enable 3-way function on dimmer switch and wire appropriately to the zone. Motion sensor with load switch will be deactivated when switch is off, dimmer or down stroke of motion detector.

Light will be on upon activation of focal sensor regardless of actual motion detector (sensor is ON upon power-up).

Line-voltage dimmer (i.e. track lighting) shall be downstream of focal motion sensor.

Disable Switching: Dimmer will only dim the lighting loads to the allowable minimum. The line voltage switch in the dimmer will be installed and set with a FRN within 45 minutes of powering up. Program is set to sensor via backlight. Lights will turn on once light fixture is switched on, this prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples. This prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples.

Sensor Programming Instructions:

- Confirm any revision with engineer. Sensor switch support: 1800-330-2685
- Verify sensor is properly installed and set with a FRN within 45 minutes of powering up. Program is set to sensor via backlight. Lights will turn on once light fixture is switched on, this prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples. This prevents the light fixture from turning off upon loss of motion detection. Electrical or mechanical faults are examples.
- No dimmer programming required.
- Enable Time Delay - Set to 15 minutes
- Enable 2"m to Off Delay - Set to 8 minutes
- Daylight available (i.e. stations with overhead doors, skylights, windows within 20' of sensor)
- Enable "Auto Set Point"

Problem with engineer.

5. EL Manual Lighting Control 1" = 1'-0"

Changes:

- Some spaces from existing automatic lighting control and use manual switches only. These spaces are:
 - Garage
 - Reception
 - Restroom
- In these spaces, where a sign to the exterior is required, the sign shall be manually operated.
- In these spaces, where a sign to the exterior is required, the sign shall be manually operated.

Leave the sign on the exterior until the sign is manually operated. Leave the sign on the exterior until the sign is manually operated. Leave the sign on the exterior until the sign is manually operated.

Please Turn off lights when leaving room empty.

A. Some spaces from existing automatic lighting control and use manual switches only. These spaces are:

- Garage
- Reception
- Restroom

B. In these spaces, where a sign to the exterior is required, the sign shall be manually operated.

C. In these spaces, where a sign to the exterior is required, the sign shall be manually operated.




SECTION E: BIDDERS ACKNOWLEDGEMENT

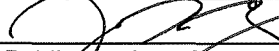
**FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

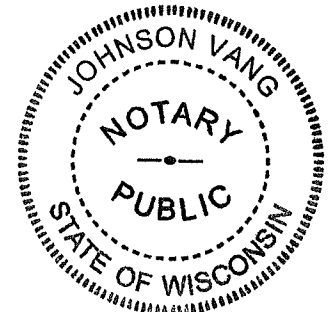
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of DANON CONSTRUCTION SERVICES, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____; of the City of MADISON 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 (its, their) behalf; and that the said statements are true and correct.


SIGNATURE
Vice of Business
TITLE, IF ANY

Sworn and subscribed to before me this 09th day of February, 2023.


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 06/30/2026

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



SECTION F: BEST VALUE CONTRACTING

FIRE STATION 10 LIGHTING RETROFIT CONTRACT NO. 9280

Best Value Contracting

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

BVC IS NOT APPLICABLE DUE TO NOT MEETING THE MULTI-TRADE MINIMUM
OF \$360,500.00.

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

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

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

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

**FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280**

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
- 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

Boutelle, Alane

From: Harlan Ward <harlan@dantoncs.com>
Sent: Thursday, February 9, 2023 3:02 PM
To: Boutelle, Alane
Subject: RE: Question on Section F - Bid Submission Contract 9280

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Danton Construction Services will provide construction management services and demo and TJ Electric will do electrical work.

Thanks,
Harlan

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Thursday, February 9, 2023 2:53 PM
To: Harlan Ward <harlan@dantoncs.com>
Subject: Question on Section F - Bid Submission Contract 9280

Hi Harlan,
I will need to know what Danton Construction Services' multiple trades are.
If you would, please ask whoever submitted the bid on contract 9280 to provide this information.

Regards,



Alane Boutelle
Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com
(608) 267-1197

SECTION B - PROPOSAL PAGE

CONTRACT NAME: Fire Station 10 Lighting Retrofit

CONTRACT NO. 9280

ACCOUNT NUMBER: 14246-401-200

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90001	Lump Sum Bid	1.00	Lump Sum	\$ 77,900. ⁰⁰

DANTON CONSTRUCTION SERVICES, LLC

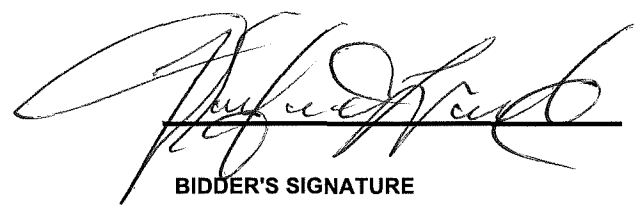
FIRM NAME

HARLAN WARD

BIDDER'S PRINTED NAME

FEBRUARY 9, 2023

DATE



BIDDER'S SIGNATURE

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

FIRE STATION 10 LIGHTING RETROFIT CONTRACT NO. 9280

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

Danton Construction Services, LLC

Name of Principal

Trenton Smith
By

02/09/2023

Date

TRENTON SMITH, EXECUTIVE VICE-PRESIDENT
Name and Title

Seal SURETY

Old Republic Surety Company

Name of Surety

TL
By

02/09/2023

Date

Todd Schaap, 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. 774994 for the year 2021-2023, 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.

02/09/2023

Date

TL

Agent Signature

2626 49th Drive
Address

Franksville, WI 53126
City, State and Zip Code

(262) 835-9576
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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON** of FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of August, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



20-0011

Signed and sealed at the City of Brookfield, WI this 9th day of February, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

STATE OF WISCONSIN)

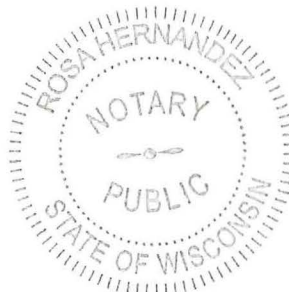
COUNTY OF **Milwaukee**)

ON THIS 9th day of February, 2023,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Old Republic Surety Company, a corporation of Wisconsin, created, organized and existing under and by virtue of the laws of the State of Wisconsin; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Rosa Hernandez

Rosa Hernandez
Notary Public, **Milwaukee** County, Wisconsin
My Commission Expires **1/22/2027**



SECTION H: AGREEMENT

THIS AGREEMENT made this 8th day of March in the year Two Thousand and Twenty-Three between DANTON CONSTRUCTION SERVICES LLC 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 7, 2023, 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:

FIRE STATION 10 LIGHTING RETROFIT CONTRACT NO. 9280

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 (\$77,900.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280**

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:

[Signature] 3/8/23
Witness Date
[Signature] 3/8/23
Witness Date

DANTON CONSTRUCTION SERVICES LLC

Company Name
[Signature] 3/8/23
President Date
[Signature] 03/08/23
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 3/17/2023
Finance Director Date
[Signature] 3/20/23
Witness Date
[Signature] 3/15/23
Witness Date

[Signature] 3/17/23
City Attorney Date
[Signature] 3/20/23
Mayor Date
[Signature] 3/15/23
City Clerk Date

Bond No. MCN 7446514

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **DANTON CONSTRUCTION SERVICES LLC** as principal, and **Old Republic Surety Company** Company of **Brookfield, WI** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 (\$77,900.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**FIRE STATION 10 LIGHTING RETROFIT
CONTRACT NO. 9280**

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

Signed and sealed this 8th day of March 2023

Countersigned:

[Signature]
Witness
[Signature]
Secretary

DANTON CONSTRUCTION SERVICES LLC
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

Old Republic Surety Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact **Todd Schaap**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 774994 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/8/2023
Date

[Signature]
Agent Signature **Todd Schaap**

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 8th day of March, 2023,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Old Republic Surety Company, a corporation
of Wisconsin, created, organized and existing under and
by virtue of the laws of the State of Wisconsin; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon

Notary Public, **Racine** County, Wisconsin

My Commission Expires **2/13/2027**

