

Contract Routing Form

ROUTING: Routine

printed on: 10/03/2023

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

Project: Fire Station 2 Lighting Retrofit

Contract No.: 9322
Enactment No.: RES-23-00574
Dollar Amount: 145,755.00

File No.: 79630
Enactment Date: 09/25/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-3-23	10-3-23
Director of Civil Rights	10/5/23	10-13-2023
Risk Manager	10/16/23	10-16-23 mcl
Finance Director	10/16/23	10/16/23
City Attorney	10/16/23	10.16.23
Mayor		

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

Original + 2 Copies

10/03/2023 15:05:34 enjls - Kay Schindel 266-4668



Legislation Details (With Text)

File #: 79630 **Version:** 1 **Name:** Awarding Public Works Contract No. 9322, Fire Station 2 Lighting Retrofit.

Type: Resolution **Status:** Passed

File created: 8/30/2023 **In control:** Engineering Division

On agenda: 9/19/2023 **Final action:** 9/19/2023

Enactment date: 9/25/2023 **Enactment #:** RES-23-00574

Title: Awarding Public Works Contract No. 9322, Fire Station 2 Lighting Retrofit. (District 19)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9322.pdf, 2. 9322 breakdown.pdf

Date	Ver.	Action By	Action	Result
9/19/2023	1	COMMON COUNCIL	Adopt Unanimously	Pass
9/6/2023	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
8/30/2023	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for the Fire Station 2 Lighting Retrofit at a total estimated cost of \$157,420 including contingency. Funding for the project is available in Munis project #14530. No additional appropriation is required.

Title

Awarding Public Works Contract No. 9322, Fire Station 2 Lighting Retrofit. (District 19)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder 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. 9322) for itemization of bids.

<u>PROJECT</u>	<u>CONTRACTOR</u>	<u>AMOUNT OF BID</u>
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CONTRACT NO. 9322
FIRE STATION 2 LIGHTING RETROFIT

The Electrician, INC.

\$145,755.00

Acct. No. 14530-401-200: 54210 (91438)
Contingency 8%±

\$145,755.00
11,665.00

GRAND TOTAL

\$157,420.00



Demographics

Company Name: Selective Insurance Company of America	SBS Company Number: 54218965
NAIC CoCode: 12572	Short Name:
State of Domicile: New Jersey	Country of Domicile: United States
Organization Type: Stock	Date of Incorporation: 11/26/1925
	Domicile Type: Foreign
	NAIC Group Number: 242 - SELECTIVE INS GRP
	Merger Flag: No

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
40 WANTAGE AVE BRANCHVILLE, NJ 07890 United States	40 WANTAGE AVE BRANCHVILLE, NJ 07890 United States	40 WANTAGE AVE BRANCHVILLE, NJ 07890 United States	40 WANTAGE AVE BRANCHVILLE, NJ 07890 United States

Phone, Email, Website

Phone	Email	Website				
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td colspan="2">No results found.</td> </tr> </tbody> </table>	Type	Number	No results found.		No results found.	No results found.
Type	Number					
No results found.						

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 08/29/1997
Status: Active	SBS Legacy Number: 111031	Expiration Date:
Effective Date: 08/29/1997	Approval Date:	File Date:
Issue Date: 08/29/1997	Article No:	COA Number:
Articles of Incorporation Received: No		
Business Activities of Members:		

Appointments

Show 10 entries

Showing 1 to 10 of 16 entries



Jason

Company Type:

NAME	NAIC CODE	NAIC CODE	TYPE	STATUS	START DATE	END DATE	RENEWAL DATE
JASON BOTT	7564338	7564338	Individual Intermediary (Agent) Individual	Casualty	07/21/2008	03/02/2023	03/15/2024

192

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JASON BRIMNER	1485768	1485768	Intermediary (Agent) Individual	Property	04/14/2009	03/02/2023	03/15/2024
JASON BRIMNER	1485768	1485768	Intermediary (Agent) Individual	Casualty	04/14/2009	03/02/2023	03/15/2024
JASON BRAATZ	8449256	8449256	Intermediary (Agent) Individual	Property	12/02/2021	03/02/2023	03/15/2024
JASON BRAATZ	8449256	8449256	Intermediary (Agent) Individual	Casualty	12/02/2021	03/02/2023	03/15/2024
JASON STUKE	8173063	8173063	Intermediary (Agent) Individual	Property	12/29/2015	03/02/2023	03/15/2024
JASON STUKE	8173063	8173063	Intermediary (Agent) Individual	Casualty	12/29/2015	03/02/2023	03/15/2024
JASON BARON	17283547	17283547	Intermediary (Agent) Individual	Casualty	08/24/2021	03/02/2023	03/15/2024
JASON BARON	17283547	17283547	Intermediary (Agent) Individual	Property	08/24/2021	03/02/2023	03/15/2024

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	08/29/1997
Automobile	Automobile	08/29/1997
Fidelity Insurance	Fidelity Insurance	08/29/1997
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	08/29/1997
Legal Expense Insurance	Legal Expense Insurance	08/29/1997
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	08/29/1997
Miscellaneous	Miscellaneous	08/29/1997
Ocean Marine Insurance	Ocean Marine Insurance	08/29/1997
Surety Insurance	Surety Insurance	08/29/1997

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

Boutelle, Alane

From: Viste, Doran
Sent: Tuesday, September 26, 2023 11:56 AM
To: Boutelle, Alane
Subject: RE: Here's A New One To Me...

I'm supposed to get the Contractor's copy on this one - Please make sure Clerk's Office doesn't keep it. Thanks Alane

Contractor can get the one with a copy. Clerk can hold the original.

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Tuesday, September 26, 2023 11:02 AM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: RE: Here's A New One To Me...

FYI - File copy has double-sided signed original

I could put the copy of H-5 in the Contractor's Office Copy. That usually comes back to me after routing.

From: Boutelle, Alane
Sent: Tuesday, September 26, 2023 10:58 AM
To: Viste, Doran <dviste@cityofmadison.com>
Subject: RE: Here's A New One To Me...

I agree -
This isn't a contract for electronic signature routing.
It was advertised prior to decision to change, so there will be 3 packets of contracts.
Does that change your answer?

From: Viste, Doran <DViste@cityofmadison.com>
Sent: Tuesday, September 26, 2023 10:54 AM
To: Boutelle, Alane <ABoutelle@cityofmadison.com>
Subject: RE: Here's A New One To Me...

Strange. We can just ignore all the extra signatures. As long as they signed the one we need, we can just use that.

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Tuesday, September 26, 2023 10:52 AM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: Here's A New One To Me...

Hi Doran,
Here's a new one to me.
A creative contractor printed off the 3 page Agreement pdf, double-sided, then signed each page.
So I have one page with original signatures on both sides.
Do they need to drop off a new one or can I make a copy?

Alane Boutelle
Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com

\$145,755.00
FILE COPY

BID OF THE ELECTRICIAN, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FIRE STATION 2 LIGHTING RETROFIT

CONTRACT NO. 9322

MUNIS NO. 14530

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 19, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

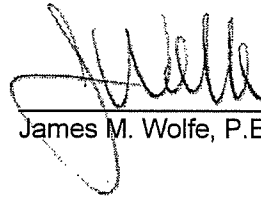
**FIRE STATION 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

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This Proposal, and Agreement have
been prepared by:

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



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 2 LIGHTING RETROFIT
CONTRACT NO.:	9322
BID BOND	5%
PRE-BID WALK THROUGH (10:00 A.M.)	AUGUST 8, 2023
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 17, 2023
BID SUBMISSION (2:00 P.M.)	AUGUST 24, 2023
BID OPEN (2:30 P.M.)	AUGUST 24, 2023
PUBLISHED IN WSJ	JULY 27, & AUGUST 3, 10, & 12, 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 8/8/2023 at 10:00 a.m. in Fire Station 2 located at 421 Grand Canyon Dr. 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.

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.

BID OPENING NOTE

The bidder must completely fill in the base bid. After the initial bid advertisement and prior to bid opening, the City will establish a Construction Budget Dollar Value. The City will open all bids, and if any single responsible bidder submits a base bid that is below the Construction Budget Dollar Value, City staff will make a recommendation to award the contract. The City shall have the right to reject all bids regardless of the value of the bids submitted. In the event that a single bid is submitted, opened, but rejected, the City will not publish the dollar amount of the bid submitted.

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.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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). 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 2 LIGHTING RETROFIT
CONTRACT NO. 9322

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.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

August 11, 2023

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 9322
FIRE STATION 2 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.

- 1 Replace sheet EL 300 with a new sheet EL 300
 - A Changed model number for light fixture "EX-AC" to reflect manufacturer model number change.
 - B Added missing light fixture model numbers to schedule. This includes fixture "WW-4-2K".
 - C Replace entire fixture schedule
- 2 Reply to Questions:
 - A Question: "Does contractor have to provide new ceiling tiles?"
 - a Answer: Yes. Please refer to sheet EL 001 Note C.3.

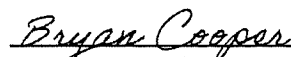
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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.

Sincerely,

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

JMW:ks

SECTION E: BIDDERS ACKNOWLEDGEMENT

**FIRE STATION 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

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 - 2023 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 The Electrician Inc. (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 N/A; an individual trading as N/A; of the City of Verona 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

TITLE, IF ANY

Estimator

Sworn and subscribed to before me this 23 day of August, 2023.

Jerilyn J. Owens

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-23-27

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





SECTION F: BEST VALUE CONTRACTING

FIRE STATION 2 LIGHTING RETROFIT CONTRACT NO. 9322

Best Value Contracting

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

N/A

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 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

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

SECTION B - PROPOSAL PAGE

CONTRACT NAME: Fire Station 2 Lighting Retrofit

CONTRACT NO. 9322

ACCOUNT NUMBER: 14530 -401-200

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90001	Lump Sum Bid	1.00	Lump Sum	\$145,755.00

The Electrician Inc.

FIRM NAME

Tim Karden

BIDDER'S PRINTED NAME

8-23-23

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 2 LIGHTING RETROFIT CONTRACT NO. 9322

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

The Electrician, Inc.
429 Venture Court, Verona, WI 53593

Name of Principal

[Signature]
By

August 24, 2023

Date

Cole M. McCoskey, COO
Name and Title

SURETY

Selective Insurance Company of America

Name of Surety

[Signature]
By

August 24, 2023

Date

Jason A. Braatz, 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. 8449256 for the year 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.

August 24, 2023

Date

[Signature]
Agent Signature

40 Wantage Avenue
Address

Branchville, NJ 07890
City, State and Zip Code

(262) 781-3714
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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 20th day of September in the year Two Thousand and Twenty-Three between THE ELECTRICIAN, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 19, 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 2 LIGHTING RETROFIT CONTRACT NO. 9322

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 (\$145,755.00) 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)(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.

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.

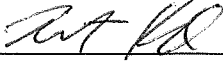
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

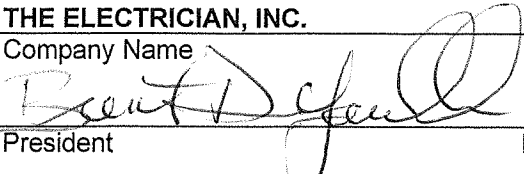
**FIRE STATION 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

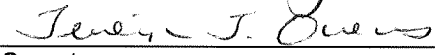
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

 9-11-23
 Witness Date

 9-11-23
 Witness Date


THE ELECTRICIAN, INC.
 Company Name
 9/11/23
 President Date


 9-11-23
 Secretary Date

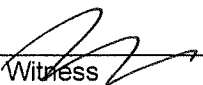
CITY OF MADISON, WISCONSIN


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


Approved as to form:


 10/16/23
 Finance Director Date

 10/16/23
 Witness Date

 10/3/23
 Witness Date

 10-16-23
 City Attorney Date

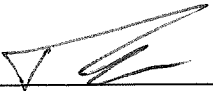

 10/16/23
 Mayor Date

 FOR 10-3-23
 City Clerk Date

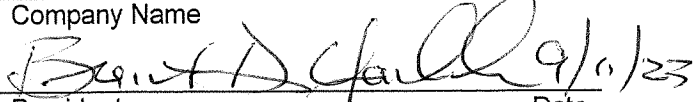

**FIRE STATION 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

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:

	9-11-23
_____ Witness	Date
	9-11-23
_____ Witness	Date

THE ELECTRICIAN, INC.

Company Name	_____ 
President	_____ Date
Secretary	 9-11-23 _____ Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

_____ Finance Director	_____ Date
_____ Witness	_____ Date
_____ Witness	_____ Date

_____ City Attorney	_____ Date
_____ Mayor	_____ Date
_____ City Clerk	_____ Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we THE ELECTRICIAN, INC. as principal, and Selective Insurance Company of America Company of Branchville, New Jersey as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 (\$145,755.00)** 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 2 LIGHTING RETROFIT
CONTRACT NO. 9322**

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 20th day of September, 2023

Countersigned:

[Signature]
Witness

Jessie J. Owens
Secretary

Approved as to form:

Michael Hray
City Attorney

THE ELECTRICIAN, INC.
Company Name (Principal)
Braatz
President Seal

Selective Insurance Company of America
40 Wantage Avenue, Branchville, NJ 07890
Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact, Jason A. Braatz

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8449256 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.

September 20, 2023
Date

[Signature]
Agent Signature Jason A. Braatz, Attorney-in-Fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:


The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Jason A Braatz**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$2,000,000.00**

Signed this 20th day of September, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

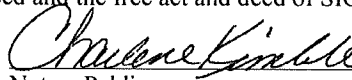
STATE OF NEW JERSEY :

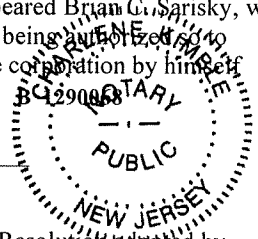
:ss. **Branchville**

COUNTY OF SUSSEX :

On this 20th day of September, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 20th day of September, 2023.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.