



Department of Public Works  
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**Financial Manager**

Steven B. Danner-Rivers

March 10, 2017

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 7934  
Madison Municipal Building - Window Asbestos Removal**

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.

Sincerely,

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

Cc: Mike Dailey



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3/9/2017

**ADDENDUM NO. 1**  
**City of Madison, Engineering Department**

**CONTRACT NO. 7934**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- Revised contract (edits in Section D: Special Provisions)
- Exhibit A – Revised Drawing Set

Please attach these Addendum documents to the Drawings and Project manual in your possession.

1. **GENERAL CONTRACT CONDITIONS**

A. Revised Engineer Estimate from \$65,000 to \$82,000.

2. **GENERAL QUESTIONS AND ANSWERS**

A. Does the project fall under the asbestos worker prevailing wage scale; **City of Madison response:** *No*

B. Can the added square footage for 1x1 ceiling tile and glue pods be broken out into areas that contain just (a) glue pods and areas that contain (b) 1x1 ceiling tiles with glue pods.

**City of Madison response:** *Glue pod removal will be limited to 1<sup>st</sup> floor area only.*

C. Does the glue pod removal on the two different floor levels need to be approached differently to minimize potential ceiling damage. I noticed in some areas where the glue pods were already removed, delaminating of the ceiling structure was noticeable and would require patching to match the existing surface; **City of Madison response:** *Glue pod removal will be limited to 1<sup>st</sup> floor area only, we anticipate some patching may be required to finish areas of glue pods.*

D. Should the contractor anticipate demo of drywall for mastic exposure include furred out columns, interior partition walls, and furred out perimeter walls? **City of Madison response:** *Yes*

E. Does the contractor need to add any costs for DNR permit? **City of Madison response:** *No, contractor will be added to existing permit.*

3. **ACCEPTABLE EQUIVALENTS**

This section is not used.

4. **SPECIFICATIONS**

Revised Section D – Special Provisions.

5. **DRAWINGS**

Revised Exhibit A – Included with this Addendum

6. **PROPOSAL**

Revised – See Bid Express



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 Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

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

The City Project Managers for City Engineering, Facility Management for this contract is:

Mike Schuchardt, Construction Manager  
Department of Public Works  
Engineering Division – Facilities Management  
PH: (608) 261-9249  
[mschuchardt@cityofmadison.com](mailto:mschuchardt@cityofmadison.com)

Alternate:  
Bryan Cooper, Architect IV  
Department of Public Works  
Engineering Division – Facilities Management  
PH: (608) 261-5533  
[bcooper@cityofmadison.com](mailto:bcooper@cityofmadison.com)

## SECTION D: SPECIAL PROVISIONS

### MADISON MUNICIPAL BUILDING - WINDOW ASBESTOS REMOVAL CONTRACT NO. 7934

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

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

#### **SECTION 102.12**      **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Friday March 24, 2017**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than **Wednesday, March 22, 2017**.

#### **ARTICLE 104**      **SCOPE OF WORK**

This contract is for the removal of asbestos (and associated construction) at the Madison Municipal Building located at 215 Martin Luther King Jr. Blvd.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition the Contractor shall include all costs of permits, disposal, equipment rental, and any other costs whatsoever which may be required for the removal of all hazardous materials in accordance with the intent of this contract. The Contractor shall not include the cost of the required WDNR 4500-113; A&A Environmental shall pull this permit in advance of the contract beginning and shall add all required contractor information as needed prior to starting work.

#### **SECTION 104.1**      **LANDS FOR WORK**

All lands for work shall be located at 215 Martin Luther King Jr. Blvd. Madison, Wisconsin. The Building was constructed in 1929 and consists of a ground floor with Mechanical room, first, second & third floor. The exterior project limits shall be any sufficient space as required for the safe and efficient removal of hazardous materials as identified within this contract document. In no case shall the contractor be allowed to cross over any of the property lines or encroach on public sidewalks.

The contractor may use the driveway off Doty Street during the execution of this contract. The contractor shall be responsible for ensuring any cleanup of hazardous materials from the building at the conclusion of this contract.

## **SECTION 104.2**                    **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

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

- The City Standard Specifications for Public Works Construction, 2017 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits listed below.
- All Addenda to the bidding documents.

The following exhibits are for bidding purposes, all exhibits are PDF readable file.

EXHIBITS:

EXHIBIT A – DRAWINGS

EXHIBIT B - SPECIFICATIONS

EXHIBIT C - ASBESTOS AND LEAD SURVEY REPORT DATED NOVEMBER 12, 2014

EXHIBIT D - ASBESTOS AND LEAD SURVEY REPORT ADDENDUM DATED FEBRUARY 22, 2017

## **SECTION 105.3**                    **AUTHORITY AND DUTIES OF THE INSPECTOR**

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, removal, permitting, inspection, and disposal of hazardous materials as described in these documents.

The City of Madison has retained A&A Environmental, Inc. to provide project oversight for this contract as follows:

- Verification of complete removal of all suspect materials. A&A Environmental has representative authority for the City of Madison to require additional removal as needed if additional bid item materials are located during the execution of this contract.
  - In the event new suspect materials are noted during the execution of this contract and those new items cannot be associated with existing bid items a contract change order shall be negotiated between the Contractor and the City of Madison.
- On site verification of final quantities removed by bid item. This shall include measurements of SQUARE FOOT (SF) and quantities, and physical count of EACH quantities, prior to disposal.
- The Contractor shall provide copies of all disposal documents to A&A Environmental for verification.
- The Contractor shall provide copies of all air quality test reports to A&A Environmental for verification.

The City of Madison and A&A Environmental staff has determined eight (8) site visits by A&A Environmental will be required during the execution of this contract as follows:

- Pre-construction meeting, contractor shall have all apparatus and equipment on site assembled and available for inspection.
- Verification of complete removal of suspected items including final quantity verifications prior to shutting down the boiler system.
- Site clearance inspection prior to allowing the General Contractor to mobilize on site.
- Verification of complete removal of suspected items associated with the boiler system.
- Verify the site has been fully restored and is safe for the demolition contract to proceed.

If the Contractor requires more than the eight (8) allotted visits the City of Madison shall recover the fees of the extra visits from the Contractor by contract change order. The rate of each site visit is \$500.00 (five hundred dollars and no cents).

## **SECTION 105.5**                    **INSPECTION OF WORK**

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, removal, permitting, inspection, and disposal of hazardous materials as described in these documents.

The Contractor shall coordinate directly with A&A Environmental for all contractual inspections associated with the execution of this contract. Inspections and approvals received from A&A Environmental does not preclude the contractor from obtaining required regulatory inspections.

There are no City of Madison - Building Inspection Department inspections required for the execution of this contract.

**SECTION 105.6            CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the “Questions and Clarifications Deadline” as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed. See Specification 01 26 13 – Request for Information (RFI).

**SECTION 105.7            CONTRACT DOCUMENTS**

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

**SECTION 105.12        COOPERATION BY THE CONTRACTOR**

The Contractor shall provide the City Project Manager and A&A Environmental with a three (3) working day notice when it becomes necessary to shut down the boiler system for removal of bid items related to the boilers.

The Contractor shall proceed with preparing the work site for the General Contractor’s personnel to mobilize the site. Work site shall be inspected and cleared by A&A Environmental prior to allowing General Contractor’s personnel to enter the site areas not exposed to abatement work.

The area around the Madison Municipal Building is a major public zone for the City of Madison, and is the site of – and access to – many major City events (e.g. Wednesday Farmer’s Market, Ironman Triathlon, Art Fair on the Square, Dane County Farmer’s Market, etc.). The Contractor must coordinate with the City Project Manager and other City Officials as applicable to confirm the work of this contract will not adversely affect or interrupt major civic activities/events in the area.

The Contractor shall notify adjacent property owners for any work affecting neighboring facilities. Contractor shall provide sufficient notification time to avoid any disruption to neighboring facility operations.

**SECTION 107.2:        PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall follow these general guidelines while performing work associated with this contract:

- Internal Demolition shall be allowed as needed to access/verify/remove all suspect materials as identified in this contract. Owner prefers contractor salvage as many window stops and or screws as possible.
  - Demolition of structural components, masonry walls, precast plank, window mullions, frames, etc is not authorized without prior approval from the City Project Manager.
- Internal Utilities shall not be cut or removed. Suspect materials shall be completely removed from all internal utility system materials and all internal utility systems shall remain intact and fully functioning during the performance of this contract. This shall include but not be limited to all plumbing, heating, cooling and electrical components.
  - Exceptions the City has isolated circuits to the work areas and has rendered them inoperative allowing the boxes to be removed.
- External Demolition of building components shall not be allowed.

- The Contractor shall NOT remove all exterior caulk and backer rod adjacent to exterior frame of the window.

The Contractor shall be responsible for protecting all mature trees including limbs and branches during the removal of any external materials. This shall include the use of any equipment required to assist in proper removal of materials.

**SECTION 108.2: PERMITS AND LICENSING**

The Contractor shall be required to provide copies of all State of Wisconsin licensing information with his/her bid packet. Licensing shall clearly show identification information, and expiration dates. All licenses shall be valid from bid opening through the completion of this contract.

There are no City of Madison Building Inspection permits or inspections required for the asbestos removal portion of this project. The Contractor shall be required for any permits that may be required for the removal/inspection of electrical equipment.

Window Asbestos Removal Contractor will pull the required Wisconsin DNR permits prior to the Contractors start work date. The contractor's name and company information shall be added to the permit after the contract has been fully executed by the City of Madison.

**SECTION 109.7: TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about **April 12, 2017**.

The contract shall be **COMPLETED NO LATER THAN June 9, 2017**. This shall include all hazardous materials removed, final inspections completed and final clearance of the contract by A&A Environmental. No additional time shall be granted for the execution of this contract as the Madison Municipal Building Remodeling contract may begins prior to the completion of the Window Asbestos Removal Contract.

**NON STANDARD BID ITEMS**

**NOTES:**

1. *All non standard bid items associated with the removal of suspected materials are listed as they appear in the asbestos report.*
2. *The proposal page shows the total quantities of distinct like items.*
3. *All bid items include the general area clean up of all suspect materials and demolition materials associated with the removal of the bid item.*
4. *Bid items shall include any costs associated with proper disposal of the bid item.*

**BID ITEM 93020 Remove and dispose of window air conditioning units/ bath fans and associated parts.**

**DESCRIPTION:** This shall include the complete removal of all window air conditioners and bath fans located in Historic Windows. Per the summary air conditioners may be located within the building. The Contractor shall be responsible for removal and proper disposal of items.

**METHOD OF MEASUREMENT:** BID ITEM 93020 shall be measured as EACH Air conditioner completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 93020 shall be paid at the contract unit price for EACH Air conditioner removed.

**BID ITEM 93021**      **Remove and dispose of fractured glass, wood panels. Including removal of brass screws and historic stops.**

**DESCRIPTION:** BID ITEM 93021 shall include the complete removal of all suspected fractured or noted glass panes with the following guidelines:

- Owner prefers contractor salvage as many stops and or screws as possible.
- Screws may be removed by mechanical means **without** any damage to window frame and mullion.
- Any mullions and sash parts previously removed shall be cleaned and prepped for repair by others. This includes removing glazing and paint within 2” of all connection points.

**METHOD OF MEASUREMENT:** BID ITEM 93021 shall be measured as EACH glass pane or panel completely removed as indicated by the plans. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 93021 shall be paid at the contract unit price for the EACH glass or pane opening removed.

**BID ITEM 93022**      **Remove and dispose of asbestos glazing materials at items 93020, 93021.**

**DESCRIPTION:** BID ITEM 93022 shall include the complete removal of all suspected glazing on broken or missing exterior window panes.

All pane sizes are noted on the plans.

No additional interior demolition is required for the complete removal of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 93022 shall be measured as EA (EACH) pane of glazing removed. The total estimated quantity for this bid item as identified on the proposal page.

**BASIS OF PAYMENT:** BID ITEM 93022 shall be paid at the contract unit price for each pane of glazing at removed as noted on plans.

**BID ITEM 93023**      **Provide and install temporary/removable plywood enclosure to cover open panes.**

**DESCRIPTION:** BID ITEM 93023 shall include providing labor and materials to provide temporary weather tight enclosures to areas of removed window panes. The temporary enclosures shall be removable and to be reinstall able by other workers. This contract may NOT structurally damage historic windows in any way.

**METHOD OF MEASUREMENT:** BID ITEM 93023 shall be measured as EA (EACH) pane covered in areas of 2<sup>nd</sup> and 3<sup>rd</sup> floor as identified.

**BASIS OF PAYMENT:** BID ITEM 93023 shall be paid at the contract unit price as EA (EACH) pane covered



**BID ITEM 93024**      **Remove Carpet squares and abate yellow and black mastic in Housing area.**

**DESCRIPTION:** BID ITEM 93024 shall include the complete removal of carpeting and mastic in housing and transportation area of the first floor. This contractor is responsible for required enclosures to complete this work.

**METHOD OF MEASUREMENT:** BID ITEM 93024 shall be measured as SF (square feet) of all carpeting and black mastic removed. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 93024 shall be paid at the contract unit price for the total SF (square feet) removed.

**BID ITEM 93025**      **Remove Carpet squares and abate yellow floor mastic in Transportation area.**

**DESCRIPTION:** BID ITEM 93025 shall include the complete removal of carpeting and mastic in Transportation area of the first floor. This contractor is responsible for required enclosures to complete this work.

**METHOD OF MEASUREMENT:** BID ITEM 93025 shall be measured as SF (square feet) of all carpeting and yellow mastic removed. Unit Price shall include any associated demolition of base, walls as needed and as per the description above.

**BASIS OF PAYMENT:** BID ITEM 93025 shall be paid at the contract unit price for the total SF (square feet) removed.

**BID ITEM 93026**      **Remove adhered ceiling tile and glue pods from ceiling above Transportation area.**

**DESCRIPTION:** BID ITEM 93026 shall include the complete removal of adhered ceiling tile and associated glue pods above the ACT in Transportation area of the first floor. This contractor is responsible for required enclosures to complete this work.

**METHOD OF MEASUREMENT:** BID ITEM 93026 shall be measured as SF (square feet) of all **adhered ceiling tile and associated glue pods** removed. Unit Price shall include any associated demolition of ACT as needed and as per the description above.

**BASIS OF PAYMENT:** BID ITEM 93026 shall be paid at the contract unit price for the total SF (square feet) removed.

**POINTS OF CONTACT**

All Contractors with questions or concerns regarding the bidding of these contract documents to do so by email so we may properly log, track, and respond to all applicable issues. Reference Madison Municipal Building – Window Asbestos Removal in the subject line of all emails.

Asbestos Consultant for the City:

Kim Sopha  
A&A Environmental Services.  
PH: (608) 576-4960  
office@aaenv.com

The City Project Managers for City Engineering, Facility Management for this contract is:

Mike Schuchardt, Construction Manager  
Department of Public Works  
Engineering Division – Facilities Management  
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