

Contract Routing Form

ROUTING: Routine

printed on: 11/30/2017

Contract between: Robinson Brothers Environmental Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Madison Municipal Building - Exterior Asbestos Caulk Removal

Contract No.: 8065
Enactment No.: RES-17-00888
Dollar Amount: 48,750.00

File No.: 49272
Enactment Date: 11/27/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11/30/17	11/30/17
Director of Civil Rights	12.1.17	12.8.17 FNS
Risk Manager	12.8.17	12/11/17 RNV
Finance Director	12.11.17	12/11/17 MCR
City Attorney	12-15-17	12-15-17
Mayor	12.15.17	12.18.17

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

Original + 2 Copies

11/30/2017 11:55:04 enknb - M. Schuchardt- 261-9249

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 48,750.00
AA Plan: ~~Pending~~ Approved
Amendment / Addendum # _____
Type: POS / Dylp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 49272 **Version:** 1 **Name:** Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal.

Type: Resolution **Status:** Passed

File created: 10/23/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 11/21/2017 **Final action:** 11/21/2017

Enactment date: 11/27/2017 **Enactment #:** RES-17-00888

Title: Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8065.pdf

Date	Ver.	Action By	Action	Result
11/21/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
11/1/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
10/23/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering-Facilities Management has budgeted \$23,000,000 for the renovation of the Madison Municipal Building (MMB) (MUNIS 10129). The proposed resolution awards the contract for exterior asbestos caulk removal at an estimated cost of \$52,650 to be funded by GO Borrowing.

MUNIS:
10129-401-140

Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal. BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8065) for itemization of bids.

[Sign In](#)

[Legislative Information Center Home](#) [Legislation](#) [Meetings](#) [Common Council](#)
[Boards, Commissions and Committees](#) [Members](#)

   [Share](#)  [RSS](#)  [Alerts](#)

[Details](#) [Reports](#)

File #:	49272	Version: 1	Name:	Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal.
Type:	Resolution		Status:	Passed
File created:	10/23/2017		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	11/21/2017		Final action:	11/21/2017
Enactment date:	11/27/2017		Enactment #:	RES-17-00888
Title:	Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8065.pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

In the adopted 2017 capital budget Engineering-Facilities Management has budgeted \$23,000,000 for the renovation of the Madison Municipal Building (MMB) (MUNIS 10129). The proposed resolution awards the contract for exterior asbestos caulk removal at an estimated cost of \$52,650 to be funded by GO Borrowing.

MUNIS:
10129-401-140

Title

Awarding Public Works Contract No. 8065, Madison Municipal Building - Exterior Asbestos Caulk Removal.

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 bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8065) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8065
MADISON MUNICIPAL BUILDING – EXTERIOR ASBESTOS CAULK REMOVAL

ROBINSON BROTHERS ENVIRONMENTAL, INC.

\$48,750.00

Acct. No. 10129-401-140:54210(91038)	\$48,750.00
Contingency 8%±	<u>3,900.00</u>
GRAND TOTAL	\$52,650.00

Demographics

Company Name: Hanover Insurance Company, The
Short Name:
SBS Company Number: 54218899
NAIC CoCode: 22292
FEIN: 13-5129825
Domicile Type: Foreign
State of Domicile: New Hampshire
Country of Domicile: United States
NAIC Group Number: 88 - The Hanover Ins Grp
Organization Type: Stock
Date of Incorporation: 10/05/1972
Merger Flag: No

Address

Business Address

440 Lincoln St
 Worcester, MA 01653
 United States

Mailing Address

440 Lincoln St
 Worcester, MA 01653
 United States

Statutory Home Office Address

1 EXECUTIVE PARK DR STE 200
 Bedford, NH 03110
 United States

Main Administrative Office Address

440 Lincoln St
 Worcester, MA 01653
 United States

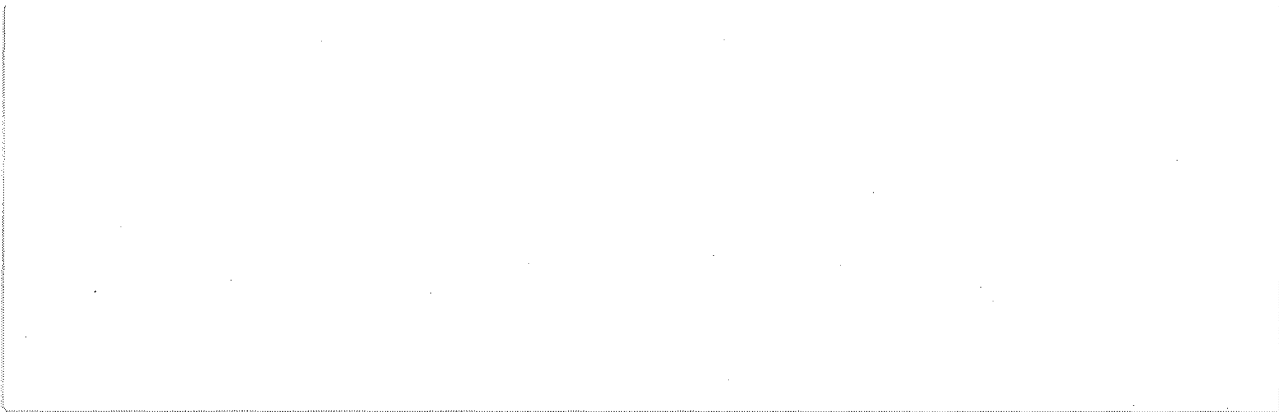
Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(508) 853-7200
Business Fax Phone	(508) 855-6417
Mailing Primary Phone	(508) 853-7200
Mailing Fax Phone	(508) 855-6417
Statutory Home Office Primary Phone	(508) 853-7200
Statutory Home Office Fax Phone	(508) 855-6417
Main Admin Office Primary Phone	(508) 853-7200
Main Admin Office Fax Phone	(508) 855-6417

Email

© 2017 National Association of Insurance Commissioners. All rights reserved.
 No results found.



Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 01/01/1973
Effective Date: 01/01/1973
Legacy State ID: 110965
Issue Date: 01/01/1973
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JOSEPH VIGNA	257951	257951	Intermediary (Agent) Individual	Casualty	10/12/2004	03/01/2017	02/28/2018

First Previous 1 Next Last

Line Of Business

First Previous **1** 2 Next Last

Contact

 Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

 Filter

© 2017 National Association of Insurance Commissioners. All rights reserved.

First	Previous	1	Next	Last
-------	----------	---	------	------

\$48,750
FILE

BID OF ROBINSON BROTHERS ENVIRONMENTAL, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL

CONTRACT NO. 8065

MUNIS NO. 10129

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON NOVEMBER 21, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL
CONTRACT NO. 8065**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE).....C-1
SECTION D: SPECIAL PROVISIONSD-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BONDG-1
SECTION H: AGREEMENTH-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

Exhibits available in Bid Express:

- Exhibit J: Plan Sheets
- Exhibit K: Specifications
- Exhibit L: MMB Inspection Report
- Exhibit M: AA letter exterior caulk joints
- Exhibit N: Testing Results

This Proposal, and Agreement have
been prepared by:

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



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

RFP: ms

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:	MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL
CONTRACT NO.:	8065
BID BOND	5%
PRE BID BUILDING TOUR (11:00 A.M. TO 1:00 P.M.)	THURSDAY, OCTOBER 5, 2017
BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS (4:30 P.M.)	MONDAY, OCTOBER 9, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FRIDAY, OCTOBER 13, 2017
BID SUBMISSION (1:00 P.M.)	FRIDAY, OCTOBER 20, 2017
BID OPEN (1:30 P.M.)	FRIDAY, OCTOBER 20, 2017
PUBLISHED IN WSJ	SEPTEMBER 29 & OCTOBER 6, 13, 2017

PRE-BID BUILDING TOUR: A pre-bid building tour will be conducted and all bidding contractors are encouraged to attend. The meeting will be held - as indicated in the schedule above - and the agenda will begin at 11:00am. This will be an opportunity for bidding contractors to walk through and around. Please meet at the JP Cullen Job trailer on Wilson Street at the rear of the Madison Municipal Building (MMB) 215 Martin Luther King Jr. Boulevard. There is limited street parking. The Government East Parking Ramp is located "behind" the MMB at 215 South Pinckney Street. The building tour will be in an active construction site. All bidding contractors attending the walkthrough shall be required to bring their own hard hats, safety glasses, and high visibility vests.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, City Staff shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Managers. Responses that change the contract scope and/or schedule will be published by the City of Madison in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email to mschuchardt@cityofmadison.com, reference Madison Municipal Building – Exterior Asbestos Caulk Removal, Contract 8065.
- The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. 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 by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be 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 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 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

MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL CONTRACT NO. 8065

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.

ARTICLE 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road. The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

See link to Wisconsin Department of Revenue Tax Bulletin, January 2016, Number 192 and 2015 Wis. Act 126 for additional information.

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 Wednesday, November 22, 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, November 22, 2017**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 104 SCOPE OF WORK

This contract is for the removal of asbestos caulking and asbestos transite board from sections of the exterior of the Madison Municipal Building (MMB) located at 215 Martin Luther King Jr. Boulevard. The Madison Municipal Building is designated on the National and State Register of Historic Places; and is listed as a City Historic Landmark. The summary of the scope of work for the Madison Municipal Building is,

- Removal of all Asbestos Caulking from all areas indicated in the bid documents, including stone joints, and door frames.

- Removal of glass panels and adhered asbestos transite board from aluminum frame openings in fifty four (54) first floor exterior transom windows.
- Following removal of panels and transite board, insert plywood into openings and seal with silicone caulk.
- Disposal of all removed Asbestos Caulking, glass panels, and transite board, following all applicable rules and regulations for hazardous material as given in the asbestos abatement specification.
- Asbestos caulking removal contractor shall not damage any adjacent masonry or window frames.
- Mobile lifts/equipment to access building facade shall be provided by Asbestos removal Contractor.

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.

SECTION 104.1 LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented by the perimeter construction fencing. All use of the City Lands for Work – by the Contractor - shall be reviewed and approved by the City's Project Manager and coordinated with the Renovation General Contractor JP Cullen.

The front and sides of the MMB are bordered by City Right of Way, including pedestrian sidewalks and streets. This is a high traffic area for both pedestrians and vehicles and it is the City's intention to maintain access to the public right of way throughout the construction duration on Doty Street and Martin Luther King Jr. Blvd. There will be a limited amount of construction Occupancy of Streets allowed along the Wilson Street side of the MMB including the sidewalk and parking lane.

Street occupancy permits will need to be coordinated with Traffic Engineering /Parking Utility. All fees (street occupancy permits, street occupancy use, parking meter fees) associated with the street occupancy are the responsibility of the Contractor and shall be coordinated with Traffic Engineering / Parking Utility. Contact Michael Duhr, Department of Transportation Traffic Engineering Division, (608) 267-1158, mduhr@cityofmadison.com).

Exception to fees – Contractor is responsible for acquiring all Occupancy of Streets permits, but will not be responsible for Occupancy of Streets use fees; or meter fees, for the limited Occupancy of Streets on Wilson Street adjacent to MMB as indicated on the Civil drawings.

No tobacco product use is allowed on the Lands for Work.

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.

EXHIBITS FOR BIDDING PURPOSES:

- Exhibit J: Plan Sheets
- Exhibit K: Specifications
- Exhibit L: MMB Inspection Report
- Exhibit M: AA letter exterior caulk joints
- Exhibit N: Testing Results

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.
- The Contractor shall provide copies of all disposal documents to A&A Environmental for verification.

The City of Madison and A&A Environmental staff has determined two (2) 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.
- Verify the site has been fully restored and is safe for the masonry contract to proceed.

If the Contractor requires more than the two (2) 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 do 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.

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, and reports.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

As indicated in section 104.1 LANDS FOR WORK there will be a separate Board of Public Works contract for a below grade parking structure behind the Madison Municipal Building. The Contractor for this Work must coordinate with the adjacent contractor to assist in access for both parties.

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 City will have additional separate construction and vendor contracts in process concurrent with the duration of this contract. City will coordinate with the Contractor on these items so as not to adversely affect the work of this contract.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Madison Municipal Building is currently undergoing a renovation. The Contractor shall be responsible for the protection and restoration of all new and existing work.

SECTION 107.4(i) INSURANCE FOR THE CONSTRUCTION OF BUILDINGS AND STRUCTURES

The Contractor shall purchase and maintain, property insurance written on a builder's risk "all-risk" policy form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis less the cost of sitework and demolition. Such insurance shall be maintained until the date in time that the City takes occupancy of the building or possession of the structure, unless otherwise agreed to in writing by Contractor and City. This insurance shall include interests of the City, the Contractor and subcontractors. This insurance does not include Contractor's or subcontractor's property which is not intended to be incorporated into the work such as tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging towers owned or rented, or similar property not expended in the completion of, or to become a permanent part of the installation of the work. This insurance shall apply to new buildings, structures, additions, remodeling, alterations and renovations of existing buildings.

Such insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and soft costs, including but not limited to additional interest costs, insurance, architect fees, engineering fees, contractor fees, legal and accounting fees, city staff costs, bond and permit fees, rental/lease costs and other administrative costs required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This insurance shall cover portions of the work stored off-site, and also portions of the work in transit. The Contractor shall carry sufficient all risk insurance on both the owned and leased equipment at the site of work and enroute to and from the site of work to fully protect Contractor. The Contractor shall require the same coverage of subcontractors. It is expressly understood and agreed that the City shall bear no responsibility for any loss or damage to such equipment.

Partial occupancy or use shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

SECTION 108.2 PERMITS AND LICENSING

The Contractor shall be required to apply, pay for, and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement. The DNR permit has been obtained and will be revised and forwarded to the Asbestos removal contractor.

SECTION 109.7 TIME OF COMPLETION

Work shall only begin 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 November 29, 2017.

PLEASE NOTE – Multiple mobilizations may be required to accommodate the MMB Renovation project.

The Contractor shall have reached a level of Construction completion **NO LATER THAN Friday, June 1, 2018.**

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE Madison Municipal Bldg - Exterior Asbestos Caulk

CONTRACT NO. 8065

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 - 2017 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 to the Contract Nos. _____ through _____ issued thereto, 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 Robinson Brothers Environmental, 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 _____; an individual trading as _____; of the City of Waunakee 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.

Va Bueco

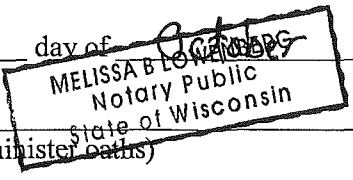
SIGNATURE

President

TITLE, IF ANY

Sworn and subscribed to before me this 20th day of October, 2017.

Melissa B. Lowrey



(Notary Public or other officer authorized to administer oaths)

My Commission Expires August 7th, 2020

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

Contract 8065 – Robinson Brothers Environmental, Inc.

Section F: Best Value Contracting (BVC) Form

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal of Best Value Contracting form (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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.

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.

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 and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL

CONTRACT NO. 8065

DATE: 10/20/17

**Robinson Brothers
Environmental, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90005 - Base Bid - Lump Sum	1.00	\$48,750.00	\$48,750.00
1 Items	Totals		\$48,750.00

SECTION G: BID BOND

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

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

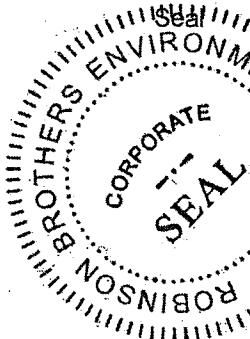
**MADISON MUNICIPAL BUILDING – EXTERIOR ASBESTOS CAULK
REMOVAL
CONTRACT NO. 8065**

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

Robinson Brothers Environmental, Inc.

Name of Principal

Michael A. Bricco

By

Michael A. Bricco

Name and Title

President

10-17-17

Date

Seal

SURETY



The Hanover Insurance Company

Name of Surety

Joseph L. Vigna

By

Joseph L. Vigna, Attorney-In-Fact

Name and Title

October 12, 2017

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 257951 for the year 2017, 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.

October 12, 2017

Date

Joseph L. Vigna

Agent Signature

20975 Swenson Drive - Suite 175

Address

Waukesha, Wisconsin 53186

City, State and Zip Code

262-317-8045

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.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Todd Looker, Robert E. Flath, Anthony S. Von Rueden, Joseph L. Vigna, Dennis M. Barton and/or Beth Fedyn Of Robertson-Ryan and Associates of Waukesha, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of April, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

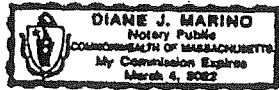


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of April, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

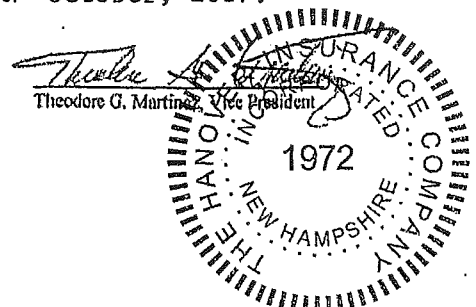


Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of October, 2017.

CERTIFIED COPY



SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of November in the year Two Thousand and Seventeen between **ROBINSON BROTHERS ENVIRONMENTAL, 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 **NOVEMBER 21, 2017**, 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:

MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL CONTRACT NO. 8065

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 **FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$48,750.00)** 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

**MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL
CONTRACT NO. 8065**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Cheryl Selove 11/22/17
Witness Date

Mark B. Perry 11/22/17
Witness Date

ROBINSON BROTHERS ENVIRONMENTAL, INC.

Qua Buser 11-22-17
Company Name President Date

Michelle 11-22-17
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

William Decker
Finance Director

William P. Ny
City Attorney

Signed this 18th day of December, 2017

Dan Cini
Witness

James E. ... 18 Dec 2017
Mayor Date

Lauren N. Perry
Witness

Michelle For 11/30/17
City Clerk Date

NOV 13 2017

Bond No. 1062533
Executed in Three Copies

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ROBINSON BROTHERS ENVIRONMENTAL, INC. as principal, and The Hanover Insurance Company Company of Worcester, Massachusetts as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$48,750.00)** 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:

**MADISON MUNICIPAL BUILDING - EXTERIOR ASBESTOS CAULK REMOVAL
CONTRACT NO. 8065**

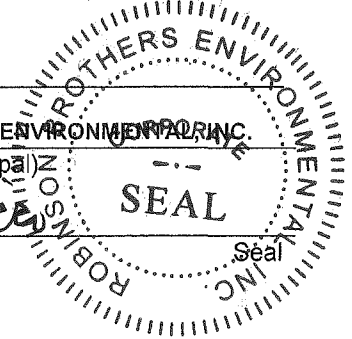
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 22nd day of November, 2017

Countersigned:

Melvin B. Jones
Witness
Melvin B. Jones
Secretary

ROBINSON BROTHERS ENVIRONMENTAL, INC.
Company Name (Principal)
Walter Jones
President



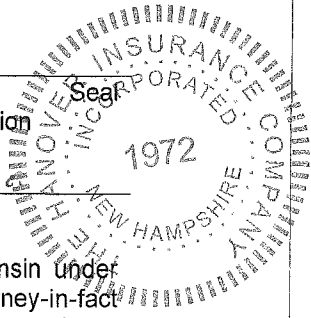
Approved as to form:

Bill P. My
City Attorney

The Hanover Insurance Company
Surety

Salary Employee Commission

By *Joseph L. Vigna*
Attorney-in-Fact Joseph L. Vigna



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 257951 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 22, 2017
Date

Joseph L. Vigna
Agent Signature Joseph L. Vigna

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Todd Looker, Robert E. Flath, Anthony S. Von Rueden, Joseph L. Vigna, Dennis M. Barton and/or Beth Fedyn

Of Robertson-Ryan and Associates of Waukesha, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of April, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



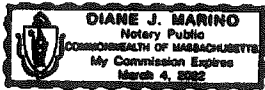
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of April, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

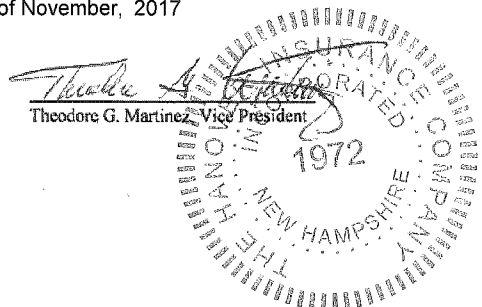


Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of November, 2017

CERTIFIED COPY



Theodore G. Martinez
Theodore G. Martinez, Vice President