



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

August 1, 2016

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 7754
CUB FOODS HAZMAT ABATEMENT**

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,


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

Cc: Mike Dailey



Office of City Engineering
City Engineering
Room 115, City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275
Website: www.cityofmadison.com/engineering.html

ADDENDUM NO. 1
City of Madison, Engineering Department

CONTRACT NO. 7754
CUB FOODS HAZMAT ABATEMENT

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as *Cub Foods HAZMAT Abatement, City of Madison, Contract #7754, as issued on July 8, 2016* and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **SECTION D: SPECIAL PROVISIONS**
 - **ADD ARTICLE 107.4 (See attached Exhibit A)**

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

1. **GENERAL CONTRACT CONDITIONS**
 - A. **SECTION D: SPECIAL PROVISIONS**
 - i. **ADD ARTICLE 107.4 (See attached Exhibit A)**
2. **GENERAL QUESTIONS AND ANSWERS**

No new questions.
3. **ACCEPTABLE EQUIVALENTS**

This section is not used.
4. **SPECIFICATIONS**

This section is not used.
5. **DRAWINGS**

No new drawings.
6. **PROPOSAL**

No Change

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:

Dave Schaller
City of Madison Engineering
Phone: 608-243-5891
Fax: 608-264-9275
Email: dschaller@cityofmadison.com

Exhibit A

107.4 Contractor's Liability Insurance: In addition the insurance requirements listed in this section Contractor must carry the following insurance: Contractor's Pollution Liability Insurance. Contractor shall procure and maintain Contractor's pollution liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Contractor's operations, whether directly or indirectly, or that are in any other way related to Contractor's operations, whether such operations be by Contractor, its subcontractors or anyone directly or indirectly employed by any of them. The pollution liability insurance policy shall contain minimum liability limits of \$2,000,000 per loss, \$4,000,000 aggregate. Liability limits shall be dedicated to the losses described herein and said limits shall not be eroded by the addition of any other party or entity not in conformance with this contract.

The pollution liability insurance policy shall contain or be endorsed to include coverage for the following: (i) bodily injury (including death), property damage and environmental cleanup costs, both on-site and off-site; (ii) transportation of any waste, including loading/unloading, from the site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under this policy.

The pollution liability insurance policy shall: (i) be primary and not contributory as to any coverage of the City; (ii) contain an appropriate cross-liability clause insuring the City against any loss of damage to the City or the City's property resulting from any acts or omissions of Contractor, its officers, employees, agents, servants, of subcontractors; (iii) name the City as an additional insured (the addition of any other party and/or entity to the policy shall require the City's prior written consent); (iv) remain in effect for the life of this Agreement and at least two (2) years beyond; (v) not be cancelled, modified, or terminated until the City has received not less than 30 days prior written notice thereof.

107.4(d) Contractor's Umbrella Liability Insurance to be adjusted as follows: The Contractor shall procure and maintain during the life of the Contract umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Business Automobile Liability and Employer's Liability with minimum limits of \$5,000,000 per occurrence and aggregate.