

Contract Routing Form

ROUTING: Routine

printed on: 03/30/2017

Contract between: KPH Environmental Corp  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Madison Municipal Building - Window Asbestos Removal

Contract No.: 7934  
 Enactment No.: RES-17-00282  
 Dollar Amount: 51,605.01

File No.: 46418  
 Enactment Date: 03/23/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-2-2017	4-2-2017
Director of Civil Rights	4-3-17	4-5-17 FNS
Risk Manager	4-6-17	4-7-17 mcl
Finance Director	4-7-17	4/10/17 mcl
City Attorney	4-11-17	4-13-2017
Mayor	4-13-17	4.13.17

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

Original + 2 Copies

03/30/2017 11:24:21 enjls - Mike Schuchardt 261-9249

Dis Rights: OK N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: 51,605.01  
 AA Plan: APPENDED  
 Amendment / Addendum # N/A  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PW / Goal / Loan / Agrmt

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**File #:** 46418    **Version:** 1    **Name:** Awarding Public Works Contract No. 7934, Madison Municipal Building - Window Asbestos Removal.  
**Type:** Resolution    **Status:** Passed  
**File created:** 3/3/2017    **In control:** BOARD OF PUBLIC WORKS  
**On agenda:** 3/21/2017    **Final action:** 3/21/2017  
**Enactment date:** 3/23/2017    **Enactment #:** RES-17-00282  
**Title:** Awarding Public Works Contract No. 7934, Madison Municipal Building - Window Asbestos Removal.  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** 1. Contract 7934.pdf

[History \(3\)](#)    [Text](#)

3 records <a href="#">Group</a> <a href="#">Export</a>						
Date	Ver.	Action By	Action	Result	Action Details	Watch
3/21/2017	1	COMMON COUNCIL			Not available	Not available
3/17/2017	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	<a href="#">Action details</a>	Not available
3/3/2017	1	Engineering Division	Refer		<a href="#">Action details</a>	Not available

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7934  
MADISON MUNICIPAL BUILDING – WINDOW ASBESTOS REMOVAL

KPH ENVIRONMENTAL, CORP.

\$51,605.01

Acct. No. 10129-401-140: <sup>54210 (91040)</sup> <del>53310 (90924)</del>	\$51,605.01
Contingency 8%±	<u>4,124.99</u>
GRAND TOTAL	<u>\$55,730.00</u>

Name: SMITH, CONNIE  
NPN: 16492915  
Domicile State: Wisconsin  
Domicile Country: United States  
Resident? Yes  
Business Address: HUDSON, WI 540166840

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
Old Republic Surety Company	39-1395491	40444	Intermediary (Agent) Individual	Casualty	2/3/2012	3/1/2017	2/28/2018
Fidelity and Deposit Company of Maryland	13-3046577	39306	Intermediary (Agent) Individual	Casualty	10/30/2012	3/1/2017	2/28/2018
Fidelity and Deposit Company of Maryland	13-3046577	39306	Intermediary (Agent) Individual	Property	10/30/2012	3/1/2017	2/28/2018
Old Republic Insurance Company	25-0410420	24147	Intermediary (Agent) Individual	Casualty	2/3/2012	3/1/2017	2/28/2018
 Liberty Mutual Insurance Company	04-1543470	23043	Intermediary (Agent) Individual	Casualty	8/12/2016	3/1/2017	2/28/2018
Liberty Mutual Insurance Company	04-1543470	23043	Intermediary (Agent) Individual	Property	8/12/2016	3/1/2017	2/28/2018

\$51,605.01  
CONTRACTOR'S OFFICE COPY

BID OF KPH ENVIRONMENTAL, CORP.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON MUNICIPAL BUILDING - WINDOW ASBESTOS REMOVAL

CONTRACT NO. 7934

MUNIS NO. 10129-401-140

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

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

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EXHIBITS:  
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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

This Proposal, and Agreement have  
been prepared by:

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



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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 - WINDOW ASBESTOS REMOVAL
CONTRACT NO.:	7934
BID BOND	5%
PRE BID CONFERENCE (1:00 P.M.)	MARCH 7, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 8, 2017
BID SUBMISSION (1:00 P.M.)	MARCH 15, 2017
BID OPEN (1:30 P.M.)	MARCH 15, 2017
PUBLISHED IN WSJ	MARCH 3 & 10, 2017

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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.

PRE-BID CONFERENCE: A pre-bid conference will be conducted at the Madison Municipal Building located at 215 Martin Luther King Jr. Blvd. at 1:00pm, Tuesday March 7, 2017. There is limited street parking. The Government East Parking Ramp is across the street from the project site.

This will be the only opportunity for bidding contractors to walk through the site. An alternate date may be selected in the event of inclement weather as determined solely at the discretion of the City Project Manager.

A representative from A&A Environmental, Inc will be on hand to conduct a building walk through, discuss the plans, specifications and expectations of the contract. The City Project Manager will also be on hand to answer general contract questions.

**Questions and clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City's asbestos consultant A&A Environmental, Inc and City Point(s) of Contact. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference Madison Municipal Building - Window Asbestos Removal in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Friday March 10, 2017. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison and A&A Environmental shall publish one (1) all inclusive addendum no later than 1:00pm on Monday March 13 to respond to any questions or clarifications.

**BIDS TO BE SUBMITTED** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://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](http://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](http://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](http://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](http://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 - 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 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 seven (7) 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 (7) 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.
  - o 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 Contractor's 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 begin 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 and bathroom glass panes. 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 shot blast or grind floor until black mastic is removed.**

**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.

### 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](mailto: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  
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)



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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

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



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](http://www.cityofmadison.com/engineering.html)

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.

- o 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 Contractor's 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 begin 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  
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 E: BIDDERS ACKNOWLEDGEMENT

MADISON MUNICIPAL BUILDING – WINDOW ASBESTOS REMOVAL

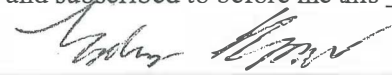
CONTRACT NO. 7934

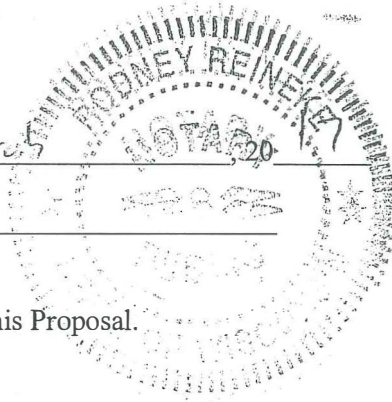
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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. 1 through 1 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 KPH Environmental Corporation (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of n/a; an individual trading as n/a; of the City of Milwaukee State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
SIGNATURE

Manager of Environmental & Professional Services  
TITLE, IF ANY

Sworn and subscribed to before me this 15 day of March  




(Notary Public or other officer authorized to administer oaths)

My Commission Expires 03/31/2020

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



**SECTION F: BEST VALUE CONTRACTING**  
**MADISON MUNICIPAL BUILDING – WINDOW ASBESTOS REMOVAL**

**CONTRACT NO. 7934**

**Best Value Contracting**

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

Asbestos Abatement does not have an apprentice program

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

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

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



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

**LIST APPRENTICABLE TRADES** (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

**SECTION B: PROPOSAL PAGE - KPH ENVIRONMENTAL CORPORATION  
MADISON MUNICIPAL BUILDING - WINDOW ASBESTOS REMOVAL  
ACCT# 10129-401-140 - CONTRACT NO. 7934**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE BID	TOTAL BID
93020	Remove and dispose of window air conditioning units/bath fans and associated parts.	50	EA	\$63.84	\$3,192.00
93021	Remove and dispose of fractured glass/wood panels Including removal of brass screws and metal stops.	72	EA	\$47.87	\$3,446.64
93022	Remove and dispose of asbestos glazing materials at items 93020, 93021	118	EA	\$47.87	\$5,648.66
93023	Provide and install temporary/removable weathertight plywood enclosre to cover open panes.	118	EA	47.87	\$5,648.66
93024	Remove Carpet squares and abate yellow/black mastic in Housing area.	3,871	SF	\$3.35	\$12,967.85
93025	Remove Carpet squares and abate yellow mastic in Transportation area	5,544	SF	\$3.55	\$19,681.20
93026	Remove adhered ceiling tile and glue pods from ceiling above Transportation area.	240	SF	\$4.25	\$1,020.00
7 ITEMS	<b>BASE BID TOTAL</b>				<b>\$51,605.01</b>

*amb*

*RB* 3/15/17

## **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 – WINDOW ASBESTOS REMOVAL CONTRACT NO. 7934**

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.

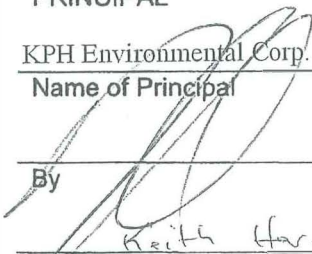
If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal 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**

KPH Environmental Corp.  
Name of Principal

By   
Name and Title Keith Harnden / President

3/15/17  
Date

Seal     **SURETY**

Liberty Mutual Insurance Company  
Name of Surety

By 

Connie Smith, Attorney-in-Fact  
Name and Title

3/13/17  
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 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.

March 13, 2017  
Date

  
Agent Signature

2920 Enloe Street  
Address

Hudson, WI 54016  
City, State and Zip Code

800-535-0006  
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.

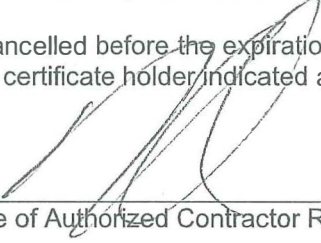
### Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO) 1/1/17 to 12/31/17
NAME OF SURETY Liberty Mutual Insurance Company
NAME OF CONTRACTOR KPH Environmental Corporation
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

  
\_\_\_\_\_  
Signature of Authorized Contractor Representative

3/15/17  
\_\_\_\_\_  
Date



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 7611986

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Steinagel; Christopher M. Kemp; Connie Smith; Michael J. Douglas; Robert Downey

all of the city of Hudson, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of March in the year Two Thousand and Seventeen between **KPH ENVIRONMENTAL, CORP.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 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 - WINDOW ASBESTOS REMOVAL CONTRACT NO. 7934

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 FIFTY-ONE THOUSAND SIX HUNDRED FIVE AND 01/100 (\$51,605.01) 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:

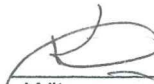
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

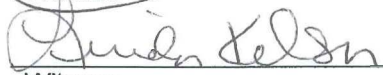
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

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

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.

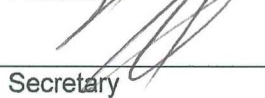
Countersigned:

 3/22/17  
 Witness Date

 3/22/17  
 Witness Date

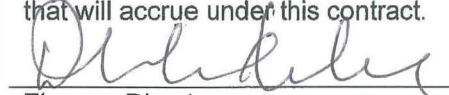
KPH ENVIRONMENTAL, CORP.  
 Company Name

 3/22/17  
 President Date

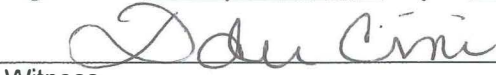
 3/22/17  
 Secretary Date

CITY OF MADISON, WISCONSIN

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

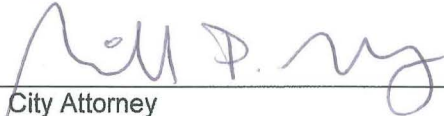
  
 Finance Director

Signed this 13<sup>th</sup> day of April, 2017

  
 Witness

  
 Witness

Approved as to form:

  
 City Attorney

 13 April 2017  
 Mayor Date

 4-2-2017  
 City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we KPH ENVIRONMENTAL, CORP. as principal, and Liberty Mutual Insurance Company

Company of Boston, MA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-ONE THOUSAND SIX HUNDRED FIVE AND 01/100 (\$51,605.01) 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 - WINDOW ASBESTOS REMOVAL  
CONTRACT NO. 7934**

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 March, 2017

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

KPH ENVIRONMENTAL, CORP.  
Company Name (Principal)  
[Signature]  
President Seal

Approved as to form:

[Signature]  
City Attorney

Liberty Mutual Insurance Company  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact **Connie Smith**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2587929 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.

03/22/2017  
Date

[Signature]  
Agent Signature **Connie Smith**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 7612082

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Steinagel; Christopher M. Kemp; Connie Smith; Michael J. Douglas; Robert Downey

all of the city of Hudson, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of March, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.