

Contract Routing Form

ROUTING: Routine

printed on: 03/25/2021

Contract between: Masonry Restoration Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Metro Masonry Repairs

Contract No.: 8984
 Enactment No.: RES-21-00183
 Dollar Amount: 356,890.00

File No.: 64350
 Enactment Date: 03/22/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-30-21	3-30-21
Director of Civil Rights	3/31/21	3/31/21 ML
Risk Manager	3/31/2021	3/31/2021
Finance Director	3/31/2021	4/1/2021
City Attorney	4/2/2021	4/5/2021
Mayor	4/5/2021	4/5/21

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

Original + 2 Copies

03/25/2021 15:22:31 enjls - Mike Schuchardt 261-9249

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



Legislation Details (With Text)

File #: 64350 **Version:** 1 **Name:** Awarding Public Works Contract No. 8984, Metro Masonry Repairs.
Type: Resolution **Status:** Passed
File created: 2/23/2021 **In control:** Engineering Division
On agenda: 3/16/2021 **Final action:** 3/16/2021
Enactment date: 3/22/2021 **Enactment #:** RES-21-00183
Title: Awarding Public Works Contract No. 8984, Metro Masonry Repairs. (6th AD)
Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. BidOpeningTab8984.pdf, 2. 8984 contract.pdf

Date	Ver.	Action By	Action	Result
3/16/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/3/2021	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
2/23/2021	1	Engineering Division	Refer	

The proposed resolution awards a contract for Metro masonry repairs at a cost of \$385,440. Funding for this contract is available from the 2020 capital budget appropriation for Metro's Facility Repairs & Improvements project.

Awarding Public Works Contract No. 8984, Metro Masonry Repairs. (6th AD)

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8984) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8984
METRO MASONRY REPAIRS

MASONRY RESTORATION, INC.

\$ 356,890.00

Acct. No. 11229-85-140-114403: 54210 (91455)
Contingency 8%±

\$ 356,890.00
28,550.00

GRAND TOTAL

\$ 385,440.00



Wisconsin
State Based Systems

Demographics

Company Name: Cincinnati Insurance Company, The	NAIC CoCode: 10677	Short Name:
SBS Company Number: 54220104	State of Domicile: Ohio	FEIN: 31-0542366
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 244 - CINCINNATI FIN GRP		Date of Incorporation: 08/02/1950
Merger Flag: No		

Address

Business Address 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	Mailing Address PO BOX 145496 CINCINNATI, OH 45250-5496 United States	Statutory Home Office Address 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States	Main Administrative Office Address 6200 S GILMORE RD FAIRFIELD, OH 45014-5141 United States
---	---	--	---

Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(513) 603-5500</td> </tr> <tr> <td>Business Primary Phone</td> <td>(513) 870-2000</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(513) 603-5500	Business Primary Phone	(513) 870-2000	No results found.	No results found.
Type	Number							
Fax Phone	(513) 603-5500							
Business Primary Phone	(513) 870-2000							

Company Type

Company Type: Property and Casually	Status Reason:	Status Date: 10/01/1974
Status: Active	Legacy State ID: 112170	Expiration Date:
Effective Date: 10/01/1974	Approval Date:	File Date:
Issue Date: 10/01/1974	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 7 of 3365 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TIMOTHY STOLZ	298229	298229	Intermediary (Agent) Individual	Accident & Health	09/30/1983	02/22/2021	03/15/2022
DEBRA STOLZMAN	293027	293027	Intermediary (Agent) Individual	Casualty	04/26/2001	02/22/2021	03/15/2022
TIMOTHY STOLZ	298229	298229	Intermediary (Agent) Individual	Casualty	09/30/1983	02/22/2021	03/15/2022
MICHAEL STOLZ	120975	120975	Intermediary (Agent) Individual	Casualty	07/09/2010	02/22/2021	03/15/2022
DEBRA STOLZMAN	293027	293027	Intermediary (Agent) Individual	Property	04/26/2001	02/22/2021	03/15/2022
TIMOTHY STOLZ	298229	298229	Intermediary (Agent) Individual	Property	09/30/1983	02/22/2021	03/15/2022
MICHAEL STOLZ	120975	120975	Intermediary (Agent) Individual	Property	07/09/2010	02/22/2021	03/15/2022

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/01/1974
Automobile	Automobile	10/01/1974
Disability Insurance	Disability Insurance	10/01/1974
Fidelity Insurance	Fidelity Insurance	10/01/1974
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/01/1974
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/01/1974
Miscellaneous	Miscellaneous	10/01/1974
Ocean Marine Insurance	Ocean Marine Insurance	10/01/1974
Surety Insurance	Surety Insurance	10/01/1974
Workers Compensation Insurance	Workers Compensation Insurance	10/01/1974

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		MICHAEL MURRAY			Other KASDORF LEWIS & SWETLIK SC 1 PARK PLZ 11270 W PARK PL 5TH FL MILWAUKEE, WI United States County 53224

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Cincinnati Insurance Company, The	

\$356,890.00
ORIGINAL

BID OF MASONRY RESTORATION, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

METRO MASONRY REPAIRS

CONTRACT NO. 8984

MUNIS NO. 11229

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 16, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**METRO MASONRY REPAIRS
CONTRACT NO. 8984**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION..... B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND..... G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

Exhibits available within Bid Express:

- Exhibit A Metro Masonry Plan Set
- Exhibit B Specifications

This Proposal, and Agreement have
been prepared by:

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

En - Greg Fries _____ for
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:	METRO MASONRY REPAIRS
CONTRACT NO.:	8984
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 11, 2021
BID SUBMISSION (2:00 P.M.)	FEBRUARY 18, 2021
BID OPEN (2:30 P.M.)	FEBRUARY 18, 2021
PUBLISHED IN WSJ	FEBRUARY 4 & 11, 2021

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtortesmeza@cityofmdison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
205 Blasting
210 Boring/Pipe Jacking
215 Concrete Paving
220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 Concrete Bases and Other Concrete Work
222 Concrete Removal
225 Dredging
230 Fencing
235 Fiber Optic Cable/Conduit Installation
240 Grading and Earthwork
241 Horizontal Saw Cutting of Sidewalk
242 Infrared Seamless Patching
245 Landscaping, Maintenance
246 Ecological Restoration
250 Landscaping, Site and Street
251 Parking Ramp Maintenance
252 Pavement Marking
255 Pavement Sealcoating and Crack Sealing
260 Petroleum Above/Below Ground Storage Tank Removal/Installation
262 Playground Installer

- 265 Retaining Walls, Precast Modular Units
270 Retaining Walls, Reinforced Concrete
275 Sanitary, Storm Sewer and Water Main Construction
276 Sawcutting
280 Sewer Lateral Drain Cleaning/Internal TV Insp.
285 Sewer Lining
290 Sewer Pipe Bursting
295 Soil Borings
300 Soil Nailing
305 Storm & Sanitary Sewer Laterals & Water Svc.
310 Street Construction
315 Street Lighting
318 Tennis Court Resurfacing
320 Traffic Signals
325 Traffic Signing & Marking
332 Tree pruning/removal
333 Tree, pesticide treatment of
335 Trucking
340 Utility Transmission Lines including Natural Gas, Electrical & Communications
399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
402 Building Automation Systems
403 Concrete
404 Doors and Windows
405 Electrical - Power, Lighting & Communications
410 Elevator - Lifts
412 Fire Suppression
413 Furnishings - Furniture and Window Treatments
415 General Building Construction, Equal or Less than \$250,000
420 General Building Construction, \$250,000 to \$1,500,000
425 General Building Construction, Over \$1,500,000
428 Glass and/or Glazing
429 Hazardous Material Removal
430 Heating, Ventilating and Air Conditioning (HVAC)
433 Insulation - Thermal
435 Masonry/Tuck pointing

- 437 Metals
440 Painting and Wallcovering
445 Plumbing
450 Pump Repair
455 Pump Systems
460 Roofing and Moisture Protection
464 Tower Crane Operator
461 Solar Photovoltaic/Hot Water Systems
465 Soil/Groundwater Remediation
466 Warning Sirens
470 Water Supply Elevated Tanks
475 Water Supply Wells
480 Wood, Plastics & Composites - Structural & Architectural
499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. 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, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

METRO MASONRY REPAIRS CONTRACT NO. 8984

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

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

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

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 plans and specifications. The exterior façade masonry repairs include a 20% repointing of the brick masonry facade shown on the plan pages. Masonry repairs to broken or deteriorated brick. Installation of new sill flashing at abandoned/EIFS filled window openings. Masonry reconstruction of existing chimney including a new metal cap. Repair/replacement of broken terracotta fascia. Caulking at abandoned windows and parapet caps.

SECTION 104.1 LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented in the drawings (Exhibit A) and generally includes a temporary construction easement noted as a 10' contractor work zone on the site plan page of Exhibit A. All use of the City Lands for Work – by the Contractor shall be reviewed and approved by the City's Project Manager.

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

Material storage, dumpster, and toilet shall be located in the Metro property parking lot area. Vehicles related to the project may utilize a maximum of three parking stalls in the adjacent parking lot each day that work is occurring on site. Overflow parking may be available on Ingersoll Street.

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, 2021 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits listed below.
- All Addenda to the bidding documents.

EXHIBITS FOR BIDDING PURPOSES:

Exhibit A – Metro Masonry Repair plans dated 12/2/20

Exhibit B – Metro Masonry Repair specifications dated 12/2/20

REFERENCE DOCUMENTS FOR BIDDING PURPOSES:

REF DOC 1 – Asbestos reports dated 2/7/17, 10/13/17, 2/19/18, 1/11/19 and 3/30/20.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection of work as described in the construction documents.

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 City Project Manager (CPM) 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 CPM 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, and addenda for the General Contractor and all Sub-contractors. The Contractor shall keep one copy of all drawings and Specifications on the project site, in good order, available to the Project Designers and all City representatives.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Any Work outside the specified Lands for Work will need to be coordinated with CPM/CCM for City of Madison Engineering.

- Provide an anticipated work schedule including number of people, type of access, equipment, and duration. Schedule shall be supplied at least five (5) working days prior to the date access will be required.
- All tools, equipment, and materials shall be mobile and shall be moved back to within the Lands for Work at the end of each work day or otherwise coordinated with Metro Transit.
- Any common areas including but limited to drive aisles, hallways, and roof access (if utilized) shall be cleaned of dust and debris at the end of each work day

All excessive noisy activities will need to be coordinated and scheduled with the CPM/CCM for City of Madison Engineering.

The General Contractor shall be responsible for the sequencing of the project.

The Contractor shall review all other specifications within the construction documents and Additional Reference Documents for other requirements and coordination of work associated with this contract.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work according to Specification 01 76 00 – PROTECTING INSTALLED CONSTRUCTION.

SECTION 107.4(e) OTHER INSURANCE
As required by City of Madison Risk Management

Riggers Insurance

The Contractor shall purchase and maintain insurance when/if materials are lifted over the 100 S. Baldwin Street property. See SECTION 104.1 LANDS FOR WORK for details.

SECTION 108.2 PERMITS AND LICENSING

The Contractor shall be required to apply, and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement. The City of Madison will pay for all City of Madison required Permits.

The Contractor shall be responsible for any fines issued due to non-compliance with the project permits.

SECTION 109.7 TIME OF COMPLETION

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the **start work letter shall be issued on or about April 16, 2021.**

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the CPM.

The Contractor shall have reached a level of **Construction Closeout for all work NO LATER THAN Friday August 27, 2021.**

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, shall be calculated in accordance with Article 109 of Standard Specifications, per working day.

STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building components and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76- Progress Payment Procedures.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

SECTION B: NON STANDARD BID ITEMS PROVIDE UNIT COSTS FOR ADDITIONAL WORK (IF NEEDED)

BID ITEM 90001 – ADDITIONAL REPOINTING OF BRICK MORTAR JOINTS

DESCRIPTION: UNIT PRICING FOR EACH SQUARE FEET (SF) OF REPOINTING OF BRICK MORTAR JOINTS.

BID ITEM 90002 – ADDITIONAL AREA OF BRICK MASONRY REPAIR

DESCRIPTION: UNIT PRICING FOR EACH SQUARE FEET (SF) OF REMOVAL AND REPLACEMENT OF ANY BROKEN OR DETERIORATED BRICK AND PROVIDE REPLACEMENT. CONTRACTOR MAY USE UNBROKEN BRICK FOR REUSE AND INSTALLATIO

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding of these contract documents to do so by email so we may properly log, track and respond to all issues.

*** Reference Metro Masonry Repairs Contract 8984 in the subject line of all emails**

The Project Manager for City Engineering for this contract is:

Mike Schuchardt
City of Madison
Department of Public Works
Engineering Division - Facilities and Sustainability
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342
608-261-9249

The Project Architect for this contract is:

Bryan Cooper, AIA
City of Madison
Department of Public Works
Engineering Division
City-County Bldg., Rm. 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

A&A

ENVIRONMENTAL SERVICES

P.O. Box 708 • Poynette, WI 53955
Phone: (608) 635-8491 • Email: Office@aaenv.com • Fax: (608) 635-9717

February 19, 2018

Paul Stauffer
City of Madison
210 MLK, Jr. Blvd.
Madison, WI 53703-3342
(608) 266-4366, Cell (608) 575-5270
PStauffer@cityofmadison.com

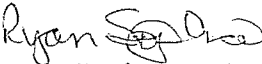

RE: 135 South Ingersoll Street, Madison, WI 53703

On February 7, 2018 bulk samples were collected from the insulation materials on the heating, water, and roof drain lines of the bus barn located at 135 South Ingersoll in Madison, WI.

Sample 201 - insulating cement roof drain next to column C-7
Sample 202 - canvas and mastic on roof drain next to column C-7
Sample 203 - insulating cement on cold water line next to the water meter in the tire changing room
Sample 204 - canvas mastic on steam line next to the roof top unit in the tire changing room
Sample 205 - mastic on steam valve in the tire changing room
Sample 206 - insulating cement on the steam line 90° fitting in the tire changing room
Sample 207 - mastic on the steam line 90° fitting in the tire changing room

All bulk samples were analyzed for asbestos content by polarized light microscopy (PLM) and reported as no asbestos detected.

Respectfully Submitted,


Ryan Sopha 
President

Encl

RAS/bls

February 13, 2018

A & A Environmental
N4381 US Highway 51
Poynette, WI 53955

CLIENT PROJECT: 135 S Ingersoll; AA276
CEI LAB CODE: A18-2161

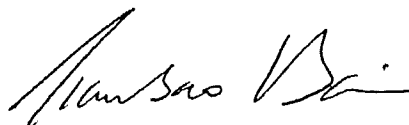
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on February 8, 2018. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental

CLIENT PROJECT: 135 S Ingersoll; AA276

LAB CODE: A18-2161

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/13/18

TOTAL SAMPLES ANALYZED: 7

SAMPLES >1% ASBESTOS:

TOTAL LAYERS ANALYZED: 7

TEL: 866-481-1412

www.ceilabs.com



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 135 S Ingersoll; AA276

LAB CODE: A18-2161

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
201		A2619632	Off-white	Drain Fitting Cement	None Detected
202		A2619633	Off-white	Drain Fitting Canvas	None Detected
203		A2619634	Off-white	Insulation	None Detected
204		A2619635	Off-white	Canvas Mastic	None Detected
205		A2619636	Off-white, Silver	Steam Valve Mastic	None Detected
206		A2619637	Off-white	Insulation	None Detected
207		A2619638	Off-white	Canvas Mastic	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental
 N4381 US Highway 51
 Poynette, WI 53955

Lab Code: A18-2161
Date Received: 02-08-18
Date Analyzed: 02-09-18
Date Reported: 02-13-18

Project: 135 S Ingersoll; AA276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
201 A2619632	Drain Fitting Cement	Homogeneous	20%	Cellulose	30%	Binder	None Detected
		Off-white	30%	Fiberglass	20%	Calc Carb	
		Fibrous					
		Loosely Bound					
202 A2619633	Drain Fitting Canvas	Heterogeneous	20%	Cellulose	30%	Binder	None Detected
		Off-white	30%	Fiberglass	20%	Calc Carb	
		Fibrous					
		Loosely Bound					
203 A2619634	Insulation	Homogeneous	20%	Cellulose	30%	Binder	None Detected
		Off-white	30%	Fiberglass	20%	Calc Carb	
		Fibrous					
		Loosely Bound					
204 A2619635	Canvas Mastic	Heterogeneous	30%	Cellulose	20%	Binder	None Detected
		Off-white	20%	Fiberglass	10%	Calc Carb	
		Fibrous			20%	Mastic	
		Loosely Bound					
205 A2619636	Steam Valve Mastic	Heterogeneous	30%	Fiberglass	30%	Mastic	None Detected
		Off-white, Silver			30%	Metal Foil	
		Fibrous			10%	Binder	
		Loosely Bound					
206 A2619637	Insulation	Homogeneous	20%	Cellulose	30%	Binder	None Detected
		Off-white	30%	Fiberglass	20%	Calc Carb	
		Fibrous					
		Loosely Bound					
207 A2619638	Canvas Mastic	Heterogeneous	30%	Cellulose	20%	Binder	None Detected
		Off-white	20%	Fiberglass	10%	Calc Carb	
		Fibrous			20%	Mastic	
		Loosely Bound					

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

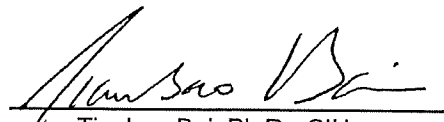
Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

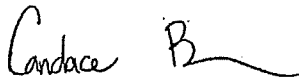
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST:


Danielle Carrier

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



Candace Burrus

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0



P.O. Box 708 • Poynette, WI 53955
Phone: (608) 635-8491 • Email: Office@aaenv.com • Fax: (608) 635-9717
RESULTS

October 13, 2017

Paul Stauffer
City of Madison
210 MLK, Jr. Blvd.
Madison, WI 53703-3342
(608) 266-4366, Cell (608) 575-5270
PStauffer@cityofmadison.com

RE: 135 South Ingersoll Street, Madison, WI 53703

On October 9, 2017 bulk samples were collected of roofing materials from the building located at 135 South Ingersoll Street in Madison, WI to determine if asbestos is present. The bulk samples were analyzed for asbestos content by polarized light microscopy (PLM). Five samples were previously collected on February 1, 2017.

Samples 17 and 21 were reported to contain > 1% asbestos. Sample 17 was collected from the flashing on air handler HV-15. Sample 21 was collected from a vent located north of air handler HV-15. The same gray material is also present on the vent next to it. During the inspection this gray tar like flashing material was only present on air handler HV-15 and the two vents.

On the northeast portion of the roof east of EF34 and EF33 there is a Metalbestos chimney coming from the pressure washer. This material is unable to be tested without damaging the outer jacket therefore the chimney is assumed to contain asbestos.

All other samples collected of the following roofing materials were reported as no asbestos detected.

1. Black roofing caulk on rubber
2. Black roofing felt on parapet
3. Roofing tar on parapet
4. Yellow glue under tar and felt
5. Perlite
6. Black felt on the urethane insulation
7. Yellow glue holding the rubber roofing to the brick, metal, and wood
8. Cream caulking on roof vents

9. Gray caulking holding the metal starter/flashing strips to the walls
10. Gray caulking on roof vents EF24 and other vents in the area
11. Gray caulking on upper ducts EF33 and EF34
12. Black glue on flashing LN2, Sampled 2/1/2017
13. Black tar on top of expansion joint, Sampled 2/1/2017
14. Gray coating over urethane on saw tooth roof, Sampled 2/1/2017

Comments: the gray asbestos flashing material on HV-15 and the two roof vents is Non Friable Category II asbestos in good condition. The total quantity is estimated at 35 Sq Ft.

A&A Environmental Services Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,

Ryan Sopha
President/Inspector #AII01851

Encl

RAS/bls



October 12, 2017

A & A Environmental Services
PO Box 708
Poynette, WI 53955

CLIENT PROJECT: 135 S. Ingersoll; 276
CEI LAB CODE: A17-14285

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on October 10, 2017. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0



ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental Services

CLIENT PROJECT: 135 S. Ingersoll; 276

CEI LAB CODE: A17-14285

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 10/12/17

TOTAL SAMPLES ANALYZED: 41

SAMPLES >1% ASBESTOS: 2

TOTAL LAYERS ANALYZED: 41

TEL: 866-481-1412

www.ceilabs.com



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 135 S. Ingersoll; 276

CEI LAB CODE: A17-14285

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2515337	Black	Roofing Caulk Over Rubber	None Detected
2		A2515338	Black	Roofing Paper Felt	None Detected
3		A2515339	Black	Roofing Tar	None Detected
4		A2515340	Yellow, Tan	Glue	None Detected
5		A2515341	Black	Perlite	None Detected
6		A2515342	Black	Tarpaper	None Detected
7		A2515343	Black	Tar Material	None Detected
8		A2515344	Brown	Hard Board	None Detected
9		A2515345	Brown	Perlite	None Detected
10		A2515346	Black	Felt	None Detected
11		A2515347	Black	Caulking	None Detected
12		A2515348	Yellow	Glue	None Detected
13		A2515349	Brown	Perlite	None Detected
14		A2515350	Black	Felt	None Detected
15		A2515351	Black	Roof Protection	None Detected
16		A2515352	Yellow	Glue	None Detected
17		A2515353	Gray	Flashing	Chrysotile 10%
18		A2515354	Brown	Perlite	None Detected
19		A2515355	Black	Felt	None Detected
20		A2515356	Cream	Caulking	None Detected
21		A2515357	Gray	Flashing	Chrysotile 10%
22		A2515358	Black	Caulk	None Detected
23		A2515359	Black	Flashing Material	None Detected
24		A2515360	Black	Flashing Material	None Detected
25		A2515361	Black	Caulking	None Detected
26		A2515362	Yellow	Glue	None Detected
27		A2515363	Yellow	Glue	None Detected
28		A2515364	Black	Flashing	None Detected
29		A2515365	Gray	Flashing	None Detected
30		A2515366	Gray	Flashing	None Detected
31		A2515367	Gray	Caulking	None Detected



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 135 S. Ingersoll; 276

CEI LAB CODE: A17-14285

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
32		A2515368	Black	Caulking	None Detected
33		A2515369	Yellow	Glue	None Detected
34		A2515370	Yellow	Glue	None Detected
35		A2515371	Yellow	Glue	None Detected
36		A2515372	Yellow	Glue	None Detected
37		A2515373	Black	Caulk	None Detected
38		A2515374	Gray	Caulking	None Detected
39		A2515375	Black	Caulking	None Detected
40		A2515376	Black	Caulking	None Detected
41		A2515377	Gray	Caulking	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1 A2515337	Roofing Caulk Over Rubber	Heterogeneous Black Non-fibrous Bound			100%	Caulk	None Detected
2 A2515338	Roofing Paper Felt	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
3 A2515339	Roofing Tar	Heterogeneous Black Non-fibrous Bound			100%	Tar	None Detected
4 A2515340	Glue	Heterogeneous Yellow, Tan Non-fibrous Bound			100%	Mastic	None Detected
5 A2515341	Perlite	Heterogeneous Black Fibrous Bound	30%	Cellulose	70%	Perlite	None Detected
6 A2515342	Tarpaper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
7 A2515343	Tar Material	Heterogeneous Black Non-fibrous Bound			100%	Tar	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
8 A2515344	Hard Board	Heterogeneous Brown Fibrous Bound	100%	Cellulose			None Detected
9 A2515345	Perlite	Heterogeneous Brown Fibrous Bound	30%	Cellulose	70%	Perlite	None Detected
10 A2515346	Felt	Heterogeneous Black Fibrous Bound	70%	Cellulose	28%	Tar 2% Foam	None Detected
11 A2515347	Caulking	Heterogeneous Black Non-fibrous Bound			100%	Cauk	None Detected
12 A2515348	Glue	Heterogeneous Yellow Non-fibrous Bound			85%	Mastic 15% Calc Carb	None Detected
13 A2515349	Perlite	Heterogeneous Brown Fibrous Bound	30%	Cellulose	70%	Perlite	None Detected
14 A2515350	Felt	Heterogeneous Black Fibrous Bound	70%	Cellulose	28%	Tar 2% Foam	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
15 A2515351	Roof Protection	Heterogeneous Black Non-fibrous Bound	75%	Tar 25% Silicates	None Detected
16 A2515352	Glue	Heterogeneous Yellow Non-fibrous Bound	85%	Mastic 15% Calc Carb	None Detected
17 A2515353	Flashing	Heterogeneous Gray Fibrous Bound	75%	Tar 15% Calc Carb	10% Chrysotile
18 A2515354	Perlite	Heterogeneous Brown Fibrous Bound	30%	Cellulose 70% Perlite	None Detected
19 A2515355	Felt	Heterogeneous Black Fibrous Bound	70%	Cellulose 25% Tar 5% Foam	None Detected
20 A2515356	Caulking	Heterogeneous Cream Non-fibrous Bound	100%	Caulk	None Detected
21 A2515357	Flashing	Heterogeneous Gray Fibrous Bound	75%	Tar 15% Calc Carb	10% Chrysotile



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
22 A2515358	Caulk	Heterogeneous Black Non-fibrous Bound	95% 5%	Caulk Binder	None Detected
23 A2515359	Flashing Material	Heterogeneous Black Non-fibrous Bound	85% 15%	Tar Calc Carb	None Detected
24 A2515360	Flashing Material	Heterogeneous Black Non-fibrous Bound	85% 15%	Tar Calc Carb	None Detected
25 A2515361	Caulking	Heterogeneous Black Non-fibrous Bound	85% 15%	Caulk Calc Carb	None Detected
26 A2515362	Glue	Heterogeneous Yellow Non-fibrous Bound	85% 10% 5%	Mastic Calc Carb Silicates	None Detected
27 A2515363	Glue	Heterogeneous Yellow Non-fibrous Bound	85% 15%	Mastic Calc Carb	None Detected
28 A2515364	Flashing	Heterogeneous Black Non-fibrous Bound	85% 15%	Tar Calc Carb	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
29 A2515365	Flashing	Heterogeneous Gray Fibrous Bound	10% Fiberglass	15% Calc Carb 75% Binder	None Detected
30 A2515366	Flashing	Heterogeneous Gray Fibrous Bound	10% Fiberglass	15% Calc Carb 75% Binder	None Detected
31 A2515367	Caulking	Heterogeneous Gray Non-fibrous Bound		100% Caulk	None Detected
32 A2515368	Caulking	Heterogeneous Black Non-fibrous Bound		100% Caulk	None Detected
33 A2515369	Glue	Heterogeneous Yellow Non-fibrous Bound		85% Mastic 15% Calc Carb	None Detected
34 A2515370	Glue	Heterogeneous Yellow Non-fibrous Bound		85% Mastic 15% Calc Carb	None Detected
35 A2515371	Glue	Heterogeneous Yellow Non-fibrous Bound		85% Mastic 15% Calc Carb	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-14285
Date Received: 10-10-17
Date Analyzed: 10-11-17
Date Reported: 10-12-17

Project: 135 S. Ingersoll; 276

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
36 A2515372	Glue	Heterogeneous Yellow Non-fibrous Bound	85% 15%	Mastic Calc Carb	None Detected
37 A2515373	Caulk	Heterogeneous Black Non-fibrous Bound	100%	Caulk	None Detected
38 A2515374	Caulking	Heterogeneous Gray Non-fibrous Bound	100%	Caulk	None Detected
39 A2515375	Caulking	Heterogeneous Black Non-fibrous Bound	100%	Caulk	None Detected
40 A2515376	Caulking	Heterogeneous Black Non-fibrous Bound	100%	Caulk	None Detected
41 A2515377	Caulking	Heterogeneous Gray Non-fibrous Bound	100%	Caulk	None Detected



LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST: Yvette Nkunde-Bose
Yvette Nkunde-Bose

APPROVED BY: Tianbao Bai
Tianbao Bai, Ph.D., CIH
Laboratory Director



A&A

ENVIRONMENTAL SERVICES

P.O. Box 708 • Poynette, WI 53955
Phone: (608) 635-8491 • Email: Office@aaenv.com • Fax: (608) 635-9717

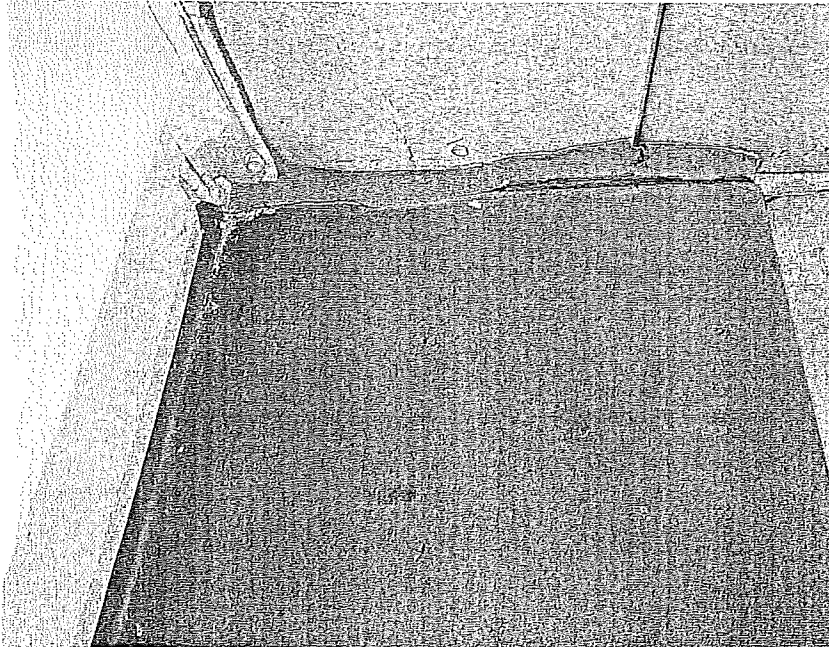
January 11, 2019

Jon Evans
City of Madison
210 MLK, Jr. Blvd.
Madison, WI 53703-3342
(608) 243-5893
jevans@cityofmadison.com

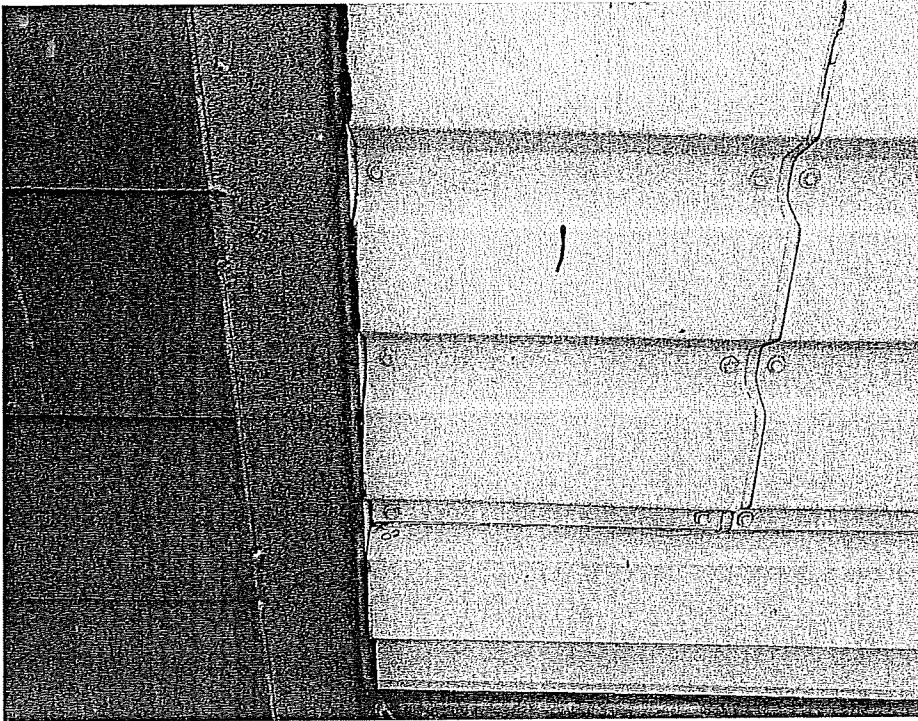
RE: 135 South Ingersoll Street, Madison, WI 53703

On January 8, 2019 bulk samples were collected from the exterior and the service shop of the bus barn located at 135 South Ingersoll in Madison, WI. Samples 1&2 were reported positive for asbestos

Sample 1



Sample 2



Sample 1 is on the back side of the building where it bumps out. Its approximately 2 linear ft of material

Sample 2 was taken from the edge of the overhead door frame. The caulk there is also at the double lap joints in the building. Each overhead door has approximately 40 Lin Ft of material and the double lap joints vary. I am not sure how many of the lap joints are going to be disturbed during the construction project, so I can not give an exact quantity of material for this one.

Samples 3-10 were all negative the materials sample are as follows

Caulk around the walk through doors

Caulking on the interior service area overhead doors

Drywall on the exterior walls

Stucco base coat

Stucco top coat

Caulking on stucco

Exit door in service area

Caulk at the base of the insulated panels

Respectfully Submitted,

Ryan Sopha
Ryan Sopha
President

Encl

RAS/bls

January 11, 2019

A & A Environmental Services
PO Box 708
Poynette, WI 53955

CLIENT PROJECT: Bus Barn, 567
CEI LAB CODE: A190566

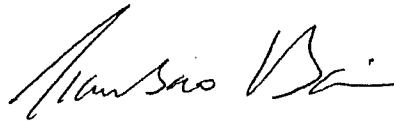
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on January 10, 2019. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental Services

CLIENT PROJECT: Bus Barn, 567

LAB CODE: A190566

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 01/11/19

TOTAL SAMPLES ANALYZED: 10

SAMPLES >1% ASBESTOS: 2

TOTAL LAYERS ANALYZED: 10

PROJECT: Bus Barn, 567

LAB CODE: A190566

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A8079	Black	Flashing Caulk	Chrysotile 2%
2		A8080	Gray	Door Trim Caulk	Chrysotile 2%
3		A8081	Gray	Door Caulk	None Detected
4		A8082	Gray	Door Caulk	None Detected
5		A8083	Off-white, Tan	Drywall	None Detected
6		A8084	Tan	Stucco (base Coat)	None Detected
7		A8085	Gray	Stucco (top Coat)	None Detected
8		A8086	Beige	Stucco Caulk	None Detected
9		A8087	Gray	Door Caulk	None Detected
10		A8088	Gray	Panel Caulk	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

Lab Code: A190566
Date Received: 01-10-19
Date Analyzed: 01-10-19
Date Reported: 01-11-19

Project: Bus Barn, 567

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
1 A8079	Flashing Caulk	Heterogeneous	<1%	Cellulose	93%	Caulk	2% Chrysotile
		Black		5%	Binder		
		Fibrous					
		Bound					
2 A8080	Door Trim Caulk	Heterogeneous	<1%	Cellulose	93%	Caulk	2% Chrysotile
		Gray		5%	Binder		
		Fibrous					
		Bound					
3 A8081	Door Caulk	Heterogeneous	<1%	Cellulose	90%	Caulk	None Detected
		Gray		5%	Binder		
		Fibrous		5%	Paint		
		Bound					
4 A8082	Door Caulk	Heterogeneous	<1%	Cellulose	90%	Caulk	None Detected
		Gray		5%	Binder		
		Fibrous		5%	Paint		
		Bound					
5 A8083	Drywall	Heterogeneous	13%	Cellulose	75%	Gypsum	None Detected
		Off-white, Tan	2%	Fiberglass	10%	Binder	
		Fibrous					
		Bound					
6 A8084	Stucco (base Coat)	Heterogeneous	<1%	Cellulose	60%	Calc Carb	None Detected
		Tan		30%	Silicates		
		Fibrous		10%	Binder		
		Bound					
7 A8085	Stucco (top Coat)	Heterogeneous	<1%	Cellulose	65%	Calc Carb	None Detected
		Gray	3%	Fiberglass	22%	Silicates	
		Fibrous		10%	Binder		
		Bound					



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
PO Box 708
Poynette, WI 53955

Lab Code: A190566
Date Received: 01-10-19
Date Analyzed: 01-10-19
Date Reported: 01-11-19

Project: Bus Barn, 567

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
8 A8086	Stucco Caulk	Heterogeneous	<1%	Cellulose	90%	Caulk	None Detected
		Beige			5%	Binder	
		Fibrous			5%	Paint	
		Bound					
9 A8087	Door Caulk	Heterogeneous	<1%	Cellulose	90%	Caulk	None Detected
		Gray			5%	Binder	
		Fibrous			5%	Paint	
		Bound					
10 A8088	Panel Caulk	Heterogeneous	<1%	Cellulose	90%	Caulk	None Detected
		Gray			5%	Binder	
		Fibrous			5%	Paint	
		Bound					

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

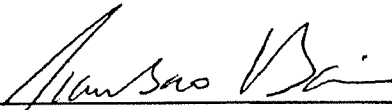
REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

ANALYST: 
Scott Minyard

APPROVED BY: 
Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0



P.O. Box 708 • Poyette, WI 53955
Phone: (608) 635-8491 • Email: Office@aaenv.com • Fax: (608) 635-9717

RESULTS

March 30, 2020

Mike Schuchardt
City of Madison
City-County Bld., Room 115
210 Martin Luther King Jr Blvd
Madison, WI 53703-3342
(608) 261-9249, Fax (608) 264-9275, Cell (608) 345-8993
mschuchardt@cityofmadison.com

RE: 1101 E. Washington Avenue, Madison, WI (Bus Barn)


On March 26, 2020 bulk samples were collected from the insulating cement and mastic in the canvas in three locations in the second floor boiler room of the southeast addition of the bus barn located at 1101 E. Washington Avenue in Madison, WI.

Bulk samples were collected and analyzed for asbestos content by polarized light microscopy (PLM). All samples were reported as no asbestos detected.

A&A Environmental Services Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning the sampling performed please feel free to contact me.

Sincerely,


Kim Sopha *ORC*
Inspector #AII01851

Encl

KAS/bls



eurofins

CEI

March 30, 2020

A & A Environmental Services
PO Box 708
Poynette, WI 53955

CLIENT PROJECT: 1101 East Washington Ave, 840
CEI LAB CODE: A203953

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on March 27, 2020. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental Services

CLIENT PROJECT: 1101 East Washington Ave, 840

LAB CODE: A203953

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 03/30/20

TOTAL SAMPLES ANALYZED: 6

SAMPLES >1% ASBESTOS:

TOTAL LAYERS ANALYZED: 6



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 1101 East Washington Ave, 840

LAB CODE: A203953

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A63484	Gray	T S I Filling	None Detected
2		A63485	Yellow, Off-white	Mastic	None Detected
3		A63486	Gray	T S I Filling	None Detected
4		A63487	Yellow, Off-white	Mastic	None Detected
5		A63488	Gray	T S I Filling	None Detected
6		A63489	Yellow, Off-white	Mastic	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
PO Box 708
Poynette, WI 53955

Lab Code: A203953
Date Received: 03-27-20
Date Analyzed: 03-27-20
Date Reported: 03-30-20

Project: 1101 East Washington Ave, 840

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1 A63484	T S I Filling	Homogeneous Gray Fibrous Loosely Bound	45%	Fiberglass	55%	Binder	None Detected
2 A63485	Mastic	Homogeneous Yellow, Off-white Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
3 A63486	T S I Filling	Homogeneous Gray Fibrous Loosely Bound	45%	Fiberglass	55%	Binder	None Detected
4 A63487	Mastic	Homogeneous Yellow, Off-white Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
5 A63488	T S I Filling	Homogeneous Gray Fibrous Loosely Bound	45%	Fiberglass	55%	Binder	None Detected
6 A63489	Mastic	Homogeneous Yellow, Off-white Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

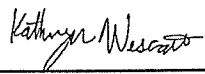
REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

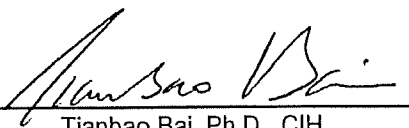
REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST: 
Kathryn Wescott

APPROVED BY: 
Tianbao Bai, Ph.D., CIH
Laboratory Director



A&A

ENVIRONMENTAL SERVICES

P.O. Box 708 • Poynette, WI 53955
Phone: (608) 240-1511 • Email: Office@aaenv.com • Fax: (608) 635-9717

February 7, 2017

David C. Schaller
City of Madison
215 Martin Luther King Jr. Blvd, Room 115
Madison, WI 53703
(608) 243-5891, Fax (608) 264-9275
Dschaller@cityofmadison.com

RE: 1101 East Washington Avenue

On February 1, 2017 bulk samples were collected of roofing materials on the roof of the City of Madison bus barn located at 1101 E. Washington Avenue. There is a single layer of rubber over urethane and perlite or urethane on top of a steel deck. The saw tooth section of the roof is sprayed with urethane and covered with a gray coating.

Bulk samples were collected of the following roofing materials and analyzed for asbestos content by polarized light microscopy (PLM). All samples were reported as no asbestos detected

1. Perlite collected next to EF 1
2. Black coating (tar) over the urethane collected next to EF 1
3. Black glue on flashing on LN 2 vent
4. Black tar material on top of expansion joint
5. Gray coating over urethane on saw tooth roof

A&A Environmental Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,



Kim Sopha

Project Manager/Inspector #AII01851

Encl

KAS/bls



February 6, 2017

A & A Environmental Services
PO Box 708
Poynette, WI 53955

CLIENT PROJECT: 1101 E. Washington Ave; AAES 110
CEI LAB CODE: A17-1636

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on February 3, 2017. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Tianbao Bai'.

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0



ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

A & A Environmental Services

CLIENT PROJECT: 1101 E. Washington Ave; AAES 110

CEI LAB CODE: A17-1636

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/06/17

TOTAL SAMPLES ANALYZED: 5

SAMPLES >1% ASBESTOS:

TOTAL LAYERS ANALYZED: 5

TEL: 866-481-1412

www.ceilabs.com



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 1101 E. Washington Ave; AAES 110

CEI LAB CODE: A17-1636

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2315749	Brown	Perlite	None Detected
2		A2315750	Black, Yellow	Black Tar Material	None Detected
3		A2315751	Black	Black Glue	None Detected
4		A2315752	Black	Black Tar Material	None Detected
5		A2315753	Gray	Top Coating On Saw Tooth Section	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: A & A Environmental Services
 PO Box 708
 Poynette, WI 53955

CEI Lab Code: A17-1636
Date Received: 02-03-17
Date Analyzed: 02-06-17
Date Reported: 02-06-17

Project: 1101 E. Washington Ave; AAES 110

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
1 A2315749	Perlite	Heterogeneous Brown Fibrous Loosely Bound	70%	Cellulose	30%	Perlite	None Detected
2 A2315750	Black Tar Material	Heterogeneous Black, Yellow Fibrous Bound	2%	Cellulose	78% 20%	Foam Binder	None Detected
3 A2315751	Black Glue	Heterogeneous Black Fibrous Bound	5%	Cellulose	95%	Mastic	None Detected
4 A2315752	Black Tar Material	Heterogeneous Black Fibrous Bound	2%	Cellulose	98%	Binder	None Detected
5 A2315753	Top Coating On Saw Tooth Section	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	100%	Binder	None Detected



LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement uncertainty available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST: _____

A handwritten signature in black ink, appearing to read "Saithya Painkal", written over a horizontal line.

Saithya Painkal

APPROVED BY: _____

A handwritten signature in black ink, appearing to read "Tianbao Bai", written over a horizontal line.

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP[®]
TESTING
NVLAP LAB CODE 101768-0

SECTION E: BIDDERS ACKNOWLEDGEMENT

**METRO MASONRY REPAIRS
CONTRACT NO. 8984**

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 - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Masonry Restoration Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of Milwaukee State of WI; 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.

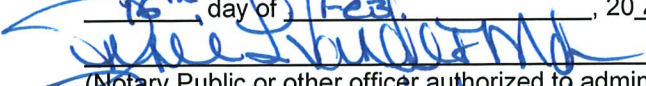


SIGNATURE

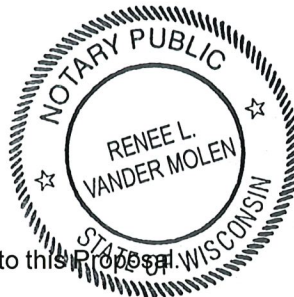
V.P.

TITLE, IF ANY

Sworn and subscribed to before me this
16th day of Feb, 2021.



(Notary Public or other officer authorized to administer oaths)
My Commission Expires 8/1/2024
Bidders shall not add any conditions or qualifying statements to this Proposal.



SECTION F: BEST VALUE CONTRACTING

METRO MASONRY REPAIRS CONTRACT NO. 8984

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
EIFS Finishing - Pointers - Caulking - Masonry Cleaners

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.

CONTRACT NO. 8984

Small Business Enterprise Compliance Report

This information may be submitted electronically through Bid Express or submitted with bid in sealed envelope.

Cover Sheet

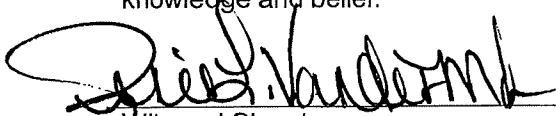
Prime Bidder Information

Company:	Masonry Restoration, Inc
Address:	9522 West Schlinger Ave. Milwaukee, WI 53214
Telephone Number:	4142598111
Fax Number:	4142590044
Contact Person/Title:	Tim Forrer - VP


Prime Bidder Certification

Name:	Tim Forrer
Title:	VP
Company:	Masonry Restoration, Inc

I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature



Bidder's Signature

02/23/2021

Date

CONTRACT NO. 8984

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
ProAxis	EIFS Repair	5 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>5</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 5 %.

METRO MASONRY REPAIRS

CONTRACT NO. 8984

DATE: 2/18/2021

Masonry Restoration, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000.0 - Base Bid: Metro Masonry - LUMP SUM	1.00	\$320,290.00	\$320,290.00
90001.0 - Additional repointing of brick - SF	600.00	\$28.50	\$17,100.00
90002.0 - Additional area of brick masonry repair. Description: Unit pricing for each square feet (sf) of removal and replacement of any broken or deteriorated brick and provide replacement. Contractor may use unbroken brick for reuse and installation. - SF	300.00	\$65.00	\$19,500.00
3 Items	Totals		\$356,890.00



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

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

Deputy City Engineer
 Gregory T. Fries, P.E.

Deputy Division Manager
 Kathleen M. Cryan

Principal Engineer 2
 John S. Fahrney, P.E.
 Christopher J. Petykowski, P.E.
 Janet Schmidt, P.E.

Principal Engineer 1
 Christina M. Bachmann, P.E.
 Mark D. Moder, P.E.
 James M. Wolfe, P.E.

Facilities & Sustainability
 Bryan Cooper, Principal Architect

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

Financial Manager
 Steven B. Danner-Rivers

BIENNIAL BID BOND

Masonry Restoration, Inc. 9522 W. Schlinger Avenue, West Allis, WI 53214

(a corporation of the State of Wisconsin)
 (individual), (partnership), (hereinafter referred to as the "Principal") and
 The Cincinnati Insurance Company, 6200 S. Gilmore Road, Fairfield, OH 45014

a corporation of the State of _____ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2021 through January 1, 2023.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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.

PRINCIPAL

Masonry Restoration, Inc. December 8, 2020
COMPANY NAME AFFIX SEAL DATE

By: [Signature] President
SIGNATURE AND TITLE

SURETY

Cincinnati Insurance Company December 8, 2020
COMPANY NAME DATE

By: [Signature] [Seal]
SIGNATURE AND TITLE
Timothy F. Stolz, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 298229 for the year 2021-2023 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 8, 2020
DATE

[Signature]
AGENT SIGNATURE Timothy F. Stolz

12465 Burleigh Road
ADDRESS

Brookfield, WI 53005
CITY, STATE AND ZIP CODE

262-786-2540
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Timothy F. Stolz; Robert Grant; Barbara Howland and/or Dina Roberts

of Brookfield, Wisconsin

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: its true and lawful Attorney(s)-in-Fact to sign, execute, seal

Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



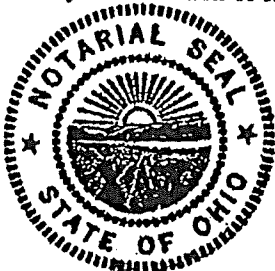
THE CINCINNATI INSURANCE COMPANY

Stephen A. Denton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 8th day of December, 2020.



Scott R. Bolan

Secretary

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) January 1, 2021 - January 1, 2023
NAME OF SURETY The Cincinnati Insurance Company 6200 S. Gilmore Road, Fairfield, OH 45014
NAME OF CONTRACTOR Masonry Restoration, Inc. 9522 W. Schlinger Avenue West Allis, WI 53214
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
Timothy F. Stolz

December 8, 2020

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 17th day of March in the year Two Thousand and Twenty-One between **MASONRY RESTORATION, INC.**, hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 16, 2021**, 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:

METRO MASONRY REPAIRS CONTRACT NO. 8984

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 **THREE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED NINETY AND NO/100 (\$356,890.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

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

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

**METRO MASONRY REPAIRS
CONTRACT NO. 8984**

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

Countersigned:

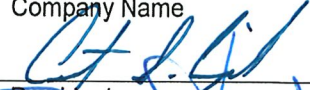
MASONRY RESTORATION, INC.



Witness

3-4-21

Date

Company Name


President

3/8/21

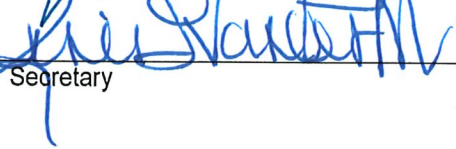
Date



Witness

3-8-21

Date



Secretary


3/8/21

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:



Finance Director

04-01-2021

Date



City Attorney

4-5-2021

Date



Witness

4/5/21

Date



Mayor

4/5/2021


Date



Witness

3-30-21

Date



City Clerk

3-30-21

Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **MASONRY RESTORATION, INC.** as principal, and The Cincinnati Insurance Company, 6200 S. Gilmore Rd. Fairfield, OH 45014-5141 Company of Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED NINETY AND NO/100 (\$356,890.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**METRO MASONRY REPAIRS
CONTRACT NO. 8984**

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 17th day of March, 2021

Countersigned:

MASONRY RESTORATION, INC. 9522 W. Schiinger Ave
West Allis, WI 53214
Company Name (Principal)

[Signature]
Witness
[Signature]
Secretary

[Signature] 3/8/21
President Seal

Approved as to form:

[Signature]
City Attorney

The Cincinnati Insurance Company
6200 S. Gilmore Rd.
Fairfield, OH 45014-5141

Surety
 Salary Employee Commission

By [Signature]
Attorney-in-Fact Timothy F. Stolz



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 298229 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 17, 2021
Date

[Signature]
Agent Signature Timothy F. Stolz

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Timothy F. Stolz; Robert Grant; Barbara Howland and/or Dina Roberts

of Brookfield, Wisconsin

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

“RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

“RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



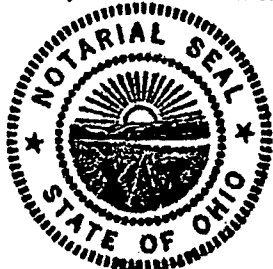
THE CINCINNATI INSURANCE COMPANY

Stephan A. Jantz

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 17th day of March, 2021.



Scott R. Bolan

Secretary