

# Contract Routing Form

ROUTING: Routine

printed on: 03/16/2017

Contract between: Dirty Ducts Cleaning & Environmental Inc  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Library Maintenance and Support Center Hazmat

Contract No.: 7869  
Enactment No.: RES-17-00194  
Dollar Amount: 19,768.24

File No.: 46155  
Enactment Date: 03/10/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-17-2017	3-17-2017
Director of Civil Rights	3.17.17	3.23.2017 ENS
Risk Manager	3.23.17	5/1/17 RM
Finance Director	5.1.17	5/1/17 MCR
City Attorney	547 5-3-17	5-8-17
Mayor	5.8.17	5.8.17

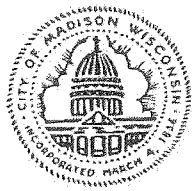
Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

03/16/2017 14:34:46 enknb - Dave Schaller- 243-5891

Dis Rights: OK / ~~N/A~~ / Problem - Hold  
Prev Wage: ~~AA~~ / Agency / No  
Contract Value: 19,768.24  
AA Plan: APPROVED  
Amendment / Addendum # N/A  
Type: POS / Dylp / Sbdv / Gov't /  
Grant / ~~PW~~ / Goal / Loan / Agrmt

7869



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Legislation Details (With Text)

**File #:** 46155      **Version:** 1      **Name:** Awarding Public Works Contract No. 7869, Library Maintenance and Support Center Hazmat

**Type:** Resolution      **Status:** Passed

**File created:** 2/15/2017      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 3/7/2017      **Final action:** 3/7/2017

**Enactment date:** 3/10/2017      **Enactment #:** RES-17-00194

**Title:** Awarding Public Works Contract No. 7869, Library Maintenance and Support Center Hazmat.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7869.pdf

Date	Ver.	Action By	Action	Result
3/7/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/22/2017	1	BOARD OF PUBLIC WORKS		
2/15/2017	1	Engineering Division	Refer	

The adopted capital budget includes \$2,869,106 available budget authority for the Library Maintenance Support Center (MUNIS Project #10001). The total estimate project cost is \$3,957,983. The proposed resolution authorizes \$21,350 for hazmat services associated with the project. Legistar file 46147, Awarding Public Works Contract No. 7564 Library Maintenance and Support Center Remodel, authorizes an additional \$2,411,640 for remodeling services for the project.

Awarding Public Works Contract No. 7869, Library Maintenance and Support Center Hazmat.  
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7869) for itemization of bids.

502

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7869  
LIBRARY MAINTENANCE AND SUPPORT CENTER HAZMAT

DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC.	\$19,768.24
--	-------------

Acct. No. 10001-50-140:54210(92645)	\$19,768.24
Contingency 8%±	<u>1,581.76</u>

GRAND TOTAL	<u>\$21,350.00</u>
-------------	--------------------

Name: KEMP, CHRISTOPHER MATHER  
 NPN: 12253260  
 Domicile State: Minnesota  
 Domicile Country: United States  
 Resident? No  
 Business Address: HUDSON, WI 54016

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
Granite Re, Inc.	73-1282413	26310	Intermediary (Agent) Individual	Casualty	1/31/2017	1/31/2017	2/28/2018
Granite Re, Inc.	73-1282413	26310	Intermediary (Agent) Individual	Property	1/31/2017	1/31/2017	2/28/2018
Meridian Security Insurance Company	35-1135866	23353	Intermediary (Agent) Individual	Casualty	7/5/2012	3/1/2017	2/28/2018
Meridian Security Insurance Company	35-1135866	23353	Intermediary (Agent) Individual	Property	7/5/2012	3/1/2017	2/28/2018
Lexon Insurance Company	76-0128873	13307	Intermediary (Agent) Individual	Casualty	7/7/2010	3/1/2017	2/28/2018
Lexon Insurance Company	76-0128873	13307	Intermediary (Agent) Individual	Property	7/7/2010	3/1/2017	2/28/2018
American Contractors Indemnity Company	95-4290651	10216	Intermediary (Agent) Individual	Casualty	9/29/2011	3/1/2017	2/28/2018
Hartford Fire Insurance Company	06-0383750	19682	Intermediary (Agent) Individual	Casualty	7/17/2014	3/1/2017	2/28/2018
Hartford Fire Insurance Company	06-0383750	19682	Intermediary (Agent) Individual	Property	7/17/2014	3/1/2017	2/28/2018
American Fire and Casualty Company	59-0141790	24066	Intermediary (Agent) Individual	Casualty	12/21/2011	3/1/2017	2/28/2018
American Fire and Casualty Company	59-0141790	24066	Intermediary (Agent) Individual	Property	12/21/2011	3/1/2017	2/28/2018
IMT Insurance Company	42-0333150	14257	Intermediary (Agent) Individual	Casualty	6/8/2011	3/1/2017	2/28/2018
IMT Insurance Company	42-0333150	14257	Intermediary (Agent) Individual	Property	6/8/2011	3/1/2017	2/28/2018
U.S. Specialty Insurance Company	52-1504975	29599	Intermediary (Agent) Individual	Casualty	9/29/2011	3/1/2017	2/28/2018
Milbank Insurance Company	46-0368854	41653	Intermediary (Agent) Individual	Casualty	7/5/2012	3/1/2017	2/28/2018
Milbank Insurance Company	46-0368854	41653	Intermediary (Agent) Individual	Property	7/5/2012	3/1/2017	2/28/2018
West American Insurance Company	31-0624491	44393	Intermediary (Agent) Individual	Casualty	12/21/2011	3/1/2017	2/28/2018
West American Insurance Company	31-0624491	44393	Intermediary (Agent) Individual	Property	12/21/2011	3/1/2017	2/28/2018
Western National Mutual Insurance Company	41-0430825	15377	Intermediary (Agent) Individual	Casualty	7/17/2012	3/1/2017	2/28/2018
Western National Mutual Insurance Company	41-0430825	15377	Intermediary (Agent) Individual	Property	7/17/2012	3/1/2017	2/28/2018
State Auto Insurance Company of Wisconsin	39-1211058	31755	Intermediary (Agent) Individual	Casualty	7/5/2012	3/1/2017	2/28/2018
State Auto Insurance Company of Wisconsin	39-1211058	31755	Intermediary (Agent) Individual	Property	7/5/2012	3/1/2017	2/28/2018
Wadena Insurance Company	20-4033444	12528	Intermediary (Agent) Individual	Casualty	6/8/2011	3/1/2017	2/28/2018
Wadena Insurance Company	20-4033444	12528	Intermediary (Agent) Individual	Property	6/8/2011	3/1/2017	2/28/2018
Ohio Security Insurance Company	31-0541777	24082	Intermediary (Agent) Individual	Casualty	12/21/2011	3/1/2017	2/28/2018
Ohio Security Insurance Company	31-0541777	24082	Intermediary (Agent) Individual	Property	12/21/2011	3/1/2017	2/28/2018
Western Surety Company	46-0204900	13188	Intermediary (Agent) Individual	Casualty	9/8/2010	3/1/2017	2/28/2018
Berkley Insurance Company	47-0574325	32603	Intermediary (Agent) Individual	Casualty	41512	42795	43159
Ohio Casualty Insurance Company, The	31-0396250	24074	Intermediary (Agent) Individual	Casualty	40898	42795	43159
Ohio Casualty Insurance Company, The	31-0396250	24074	Intermediary (Agent) Individual	Property	40898	42795	43159
State Automobile Mutual Insurance Company	31-4316080	25135	Intermediary (Agent) Individual	Casualty	41095	42795	43159
State Automobile Mutual Insurance Company	31-4316080	25135	Intermediary (Agent) Individual	Property	41095	42795	43159
Bond Safeguard Insurance Company	36-2761729	27081	Intermediary (Agent) Individual	Casualty	40366	42795	43159
State Auto Property and Casualty Insurance Company	57-6010814	25127	Intermediary (Agent) Individual	Casualty	41095	42795	43159
State Auto Property and Casualty Insurance Company	57-6010814	25127	Intermediary (Agent) Individual	Property	41095	42795	43159



\$19,768.24  
FILE

BID OF DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT

CONTRACT NO. 7869

MUNIS NO. 10001-50-140

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 7, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT  
CONTRACT NO. 7869**

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Exhibits posted in Bid Express:

Exhibit A: Plans

Exhibit B: A&A Environmental Lead Supplemental Report (Nov. 9, 2016)

Exhibit C: Specifications

Exhibit D: Wisconsin Department of Administration Specification 02 82 13 Asbestos Abatement (02 82 13.docx) as linked form the WI-DOA website <http://www.doa.state.wi.us/Default.aspx?Page=524f846f-f8e2-43f9-ae5e-e9f6839c45b3>

Exhibit E: A&A Environmental Lead Supplemental Report (Nov. 9, 2016)

Exhibit F: A&A Environmental Inspection Letter (Nov. 2, 2016)

Exhibit G: A&A Environmental Roofing Inspection (Nov. 22, 2016)

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: ds



## 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:	LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT
CONTRACT NO.:	7869
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 3, 2017
BID SUBMISSION (1:00 P.M.)	FEBRUARY 10, 2017
BID OPEN (1:30 P.M.)	FEBRUARY 10, 2017
PUBLISHED IN WSJ	JAN. 6, 13, 20, 27 & FEB. 3, 2017

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

**Pre-bid conference:** A pre-bid conference will be conducted at the Library Support Center at 10:00am, Wednesday January 25, 2017.

This will be the only opportunity for bidding contractors to walk through the Library Support Center at 1301 W. Badger Rd. An alternate date may be selected in the event of inclement weather as determined solely at the discretion of the City Project Manager.

A representative from the city's abatement consultant will be on hand to conduct a building walk through, discuss the plans, specifications and expectations of the contract. The city construction manager will also be on hand to answer general contract questions.

**Questions and clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the city's asbestos consultant. All questions shall be sent via email, reference Library Support Center Asbestos Abatement in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Wednesday February 1, 2017. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison and their abatement consultant shall publish one (1) all inclusive addendum no later than 1:00pm on Friday, February 3, 2017 to respond to any questions or clarifications.

**BIDS TO BE SUBMITTED** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### **STANDARD SPECIFICATIONS**

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the

successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

#### MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

**Building Demolition**

- 101 ☒ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501 ☐ Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

SBE NOT APPLICABLE

## **SECTION D: SPECIAL PROVISIONS**

### **LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT CONTRACT NO. 7869**

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

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

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

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

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

The Contractor shall execute signing of the contract completely prior to March 9, 2017. No exceptions or extensions to the above date will be permitted.

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

This contract is for the removal of hazardous materials prior to building renovation of the Library Maintenance and Support Center located at 1301 West Badger Road. Work shall include all items as identified in the asbestos inspection report provided as Exhibit B in these Special Provisions.

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

In addition the Contractor shall include all costs of permits, disposal, equipment rental, and any other costs whatsoever which may be required for the removal of all hazardous materials in accordance with the intent of this contract. The Contractor SHALL include the cost of the required WDNR 4500-113 in advance of the contract beginning and shall add all required contractor information as needed prior to starting work.

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

All lands for work shall be located at 1301 West Badger Road. The exterior project limits shall be any sufficient space as required for the safe and efficient removal of hazardous materials as identified within this contract document. In no case shall the contractor be allowed to cross over any of the property lines, encroach on public sidewalks or obstruct the driveway and parking area.

## **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 Specification, 2016 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – Plans
- Exhibit B – Asbestos, lead based paint, and other hazardous material inspection 11/09/2016 by A&A Environmental Services, Inc.
- Exhibit C – Specifications 02 82 13 Asbestos Abatement
- Exhibit D – Wisconsin Department of Administration Specification 02 82 13 Asbestos Abatement (02 82 13.docx) as linked from the WI-DOA website <http://www.doa.state.wi.us/Default.aspx?Page=524f846f-f8e2-43f9-ae5e-e9f6839c45b3>
- Exhibit E – Supplemental lead based paint hazardous material inspection dated 11/09/2016 by A&A Environmental Services, Inc.
- Exhibit F – Asbestos inspection letter 11/09/2016 by A&A Environmental Services, Inc.
- Exhibit G - A&A Environmental Roofing Inspection (Nov. 22, 2016)

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

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

The City of Madison will retained a HAZMAT abatement consulting service to provide project oversight for this contract as follows:

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

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

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

The Contractor shall coordinate directly with the city's abatement consulting service for all contractual inspections associated with the execution of this contract. Inspections and approvals received from the city's abatement consulting service do not preclude the contractor from obtaining required regulatory inspections.



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

**SECTION 105.6: CONTRACTORS RESPONSIBILITY FOR WORK**

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

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City of the discrepancy prior to the "Questions, Clarifications & Requests for Alternates Deadline" as indicated in Section A of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the City Project manager in writing and request clarification on how to proceed.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is of the highest quality, largest quantity, or most closely fits the City's intent.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

The Contractor shall be responsible for coordinating the following events as needed:

- Pre-Installation Meetings
- Progress Meetings
- Performance Testing Dates
- Final Air Quality Test Reports
- Other related construction milestones as needed

Whenever possible these events shall be planned and coordinated during the Bi-weekly Construction Progress meetings but in no case shall an event be scheduled with less than three (3) working days notice.

The contractor shall be responsible for coordinating these events with the following personnel:

- Abatement Consulting Service
- City Project Manager and other City Staff
- Sub-contractors as needed, this shall include any follow-on sub-contractor who may not be in the work flow but has a vested interest in access and installation.

Any corrections, relocations, or retesting required because the contractor did not properly coordinate the event with the required attendees shall be at the expense of the contractor.

**SECTION 105.13: ORDER OF COMPLETION**

The Contractor shall execute this contract following according to the schedule agreed to at the pre-installation meeting and with a minimum of three (3) working day notice having been given to the city construction manager and the abatement consultant prior to the start of work.

**SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY**

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

- Internal Demolition shall be allowed as needed to access/verify/remove all suspect materials as identified in this contract. Internal demolition does not need to be repaired

in any manner, demolition materials do not need to be removed from the site provided no suspect materials are attached to the building materials in any way.

- Internal Utilities shall not be cut or removed. Suspect materials shall be completely removed from all internal utility system materials and all internal utility systems shall remain intact and fully functioning during the performance of this contract. This shall include but not be limited to all plumbing, heating, cooling and electrical components.
- External Demolition shall be allowed as needed to access/verify/remove all suspect materials as identified in this contract. The Contractor shall be responsible for providing and installing materials of sufficient quality and strength to provide temporary security/weather tightness/animal resistance until such time as the building can be fully demolished. All temporary enclosures shall be made with solid, weather proof materials and methods approved by the city construction manager.

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

#### **SECTION 107.4(i) INSURANCE FOR THE CONSTRUCTION OF BUILDINGS**

The City will effect and maintain, Builder's Risk Insurance on a replacement cost basis in an amount equal to the estimated project cost. Coverage includes the building as well as materials stored on the site to be incorporated in the building, including form work in place, form lumber on site, temporary structures, equipment and supplies incidental to the construction of the building. The City's Builders Risk coverage is written on a per building basis and contains a \$25,000 per occurrence deductible. If a loss under the City's Builders Risk policy is caused by the negligence of the Contractor or its Subcontractor(s), the Contractor will be responsible for paying the City's \$25,000 deductible. The City Engineer has the authority to withhold such deductible from payments due to Contractor. In addition, City Engineer, in his/her sole authority, will determine whether the Contractor was negligent in causing the loss and therefore is responsible for the City's deductible.

The insured loss, if any, is to be adjusted with and payable to the City.

#### **SECTION 108.2 PERMITS AND LICENSING**

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

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

The Contractor shall pull the required Wisconsin DNR permits prior to the Contractors start work date.

#### **SECTION 109.7 TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received.

The contract shall be **COMPLETED NO LATER THAN APRIL 28, 2017**. This shall include all minor punch list items, final Commissioning Inspections and all final copies of contract deliverables being submitted to the appropriate agency.

### **NON STANDARD BID ITEMS**

***NOTE:** All non standard bid items are listed as they appear in the asbestos report and each indicates where they are referenced in the report. The proposal page shows the quantities of distinct like items as being combined totals. All bid items include the general area clean up of all suspect materials and demolition materials associated with the removal of the bid item. Bid items shall include any costs associated with the proper disposal of the bid item.*

#### **Library Maintenance & Support Center 1301 W, Badger Rd.**

##### **BID ITEM 90001 – Insulating Cement on Fittings**

**DESCRIPTION:** BID ITEM 90001 shall include the complete removal and proper disposal of all suspected cement on TSI fittings from the site per the asbestos inspection report dated 11/09/2016 on page 1, item 1, and estimated quantity is 174 each above ceilings and page 1, item 1, estimated quantity is 45 each in the wall, for a total of 219 each.

The Contractor shall be responsible for all demolition required to completely access heating and plumbing lines suspected of having such fittings. The Contractor shall remove all fittings from the pipe as needed. Piping shall remain intact and fully functional. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as EACH fitting completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price for each fitting removed.

##### **BID ITEM 90002 – Sectional transite chimney & patch metal deck & roof**

**DESCRIPTION:** BID ITEM 90002 shall include the complete removal and proper disposal of sectional transite chimney as noted in the asbestos inspection report dated 11/09/2016 on page 1, item 2, and estimated quantity is 18 LF. The Contractor shall be responsible for all demolition required to completely access the sectional transite chimney; including the coordination and cost of patching the metal roof deck and roofing. The contractor does need to repair the roof opening and roofing for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as LF (linear feet) of sectional transite chimney completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above, including the patching of the metal roof deck and properly patching the roof.

**BASIS OF PAYMENT:** BID ITEM 90002 shall be paid at the contract unit price for the total linear footage removed.

##### **BID ITEM 90003 – Yellow carpet mastic in office area**

**DESCRIPTION:** BID ITEM 90003 shall include the complete removal and proper disposal of all suspected yellow carpet mastic in office area and any other building materials having mastic materials on them including but not limited to walls and trim per the asbestos inspection report dated 11/09/2016, page 1, item 3, and estimated quantity is 1,312 SF.

The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips.

**METHOD OF MEASUREMENT:** BID ITEM 90003 shall be measured as SF (square feet) of yellow carpet mastic in office area removed in the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90003 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90004 – Window glazing on seven (7) windows in office area**

**DESCRIPTION:** BID ITEM 90004 shall include the complete removal and proper disposal of all suspected window glazing on seven windows in office area per the asbestos inspection report dated 11/09/2016, page 1, item 4, and estimated quantity is 7 SF.

The contractor shall be required to board up all seven (7) window openings demolished for the completion of this bid item. Repairs shall be made with solid, secure, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is renovated.

**METHOD OF MEASUREMENT:** BID ITEM 90004 shall be measured as SF (square feet) of all suspected window glazing on seven windows in office area completely removed from the suspected areas as identified. Unit Price shall include any associated demolition and patching per the description above.

**BASIS OF PAYMENT:** BID ITEM 90004 shall be paid at the contract unit price for total square footage removed.

**BID ITEM 90005 – Drywall & compound**

**DESCRIPTION:** BID ITEM 90005 shall include the complete removal and proper disposal of all suspected drywall and drywall compound from the site as noted in the asbestos inspection report on page 2, item 1, and estimated quantity is 2,832 SF. The Contractor shall be responsible for all demolition required to completely access the drywall and compound to facilitate full removal. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90005 shall be measured as SF (square feet) of all suspected drywall and drywall compound completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90005 shall be paid at the contract unit price for total square footage removed.

**BID ITEM 90006 – 9x9 floor tile & black mastic in office entry**

**DESCRIPTION:** BID ITEM 90006 shall include the complete removal and proper disposal of all suspected floor tile and mastic as noted in the asbestos inspection report on page 2, item 2, and estimated quantity is 88 SF. The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90006 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90006 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90007 – Window frame caulking on seven metal framed windows in office area**

**DESCRIPTION:** BID ITEM 90007 shall include the complete removal and proper disposal of window frame caulking on seven metal framed windows in office area as noted in the asbestos inspection report on page 2, item 3, and the estimated quantity is 7 SF. The Contractor shall be responsible for all demolition required to completely access the window frame caulking. The contractor shall be required to board up all seven (7) window openings demolished for the completion of this bid item. Repairs shall be made with solid, secure, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is renovated.

**METHOD OF MEASUREMENT:** BID ITEM 90007 shall be measured as SF (square feet) of all suspected window glazing on seven windows in office area completely removed from the suspected areas as identified. Unit Price shall include any associated demolition and patching per the description above.

**BASIS OF PAYMENT:** BID ITEM 90007 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90008 – Interior & exterior caulking on front entry aluminum frame**

**DESCRIPTION:** BID ITEM 90008 shall include the complete removal and proper disposal of all suspected interior and exterior caulking on the front entry aluminum frame as noted in the asbestos inspection report on page 2, item 4, and estimated quantity is 4 SF. The Contractor shall be responsible for all demolition required to completely access the interior and exterior caulking on the front entry aluminum frame.

**METHOD OF MEASUREMENT:** BID ITEM 90008 shall be measured as SF (square feet) of interior and exterior caulking completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90008 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90009 – Door frame caulk on interior warehouse door between the counter and warehouse**

**DESCRIPTION:** BID ITEM 90009 shall include the complete removal and proper disposal of all suspected door frame caulk on interior warehouse door between the counter and warehouse as noted in the asbestos inspection report dated 11/09/2016 on page 2, item 5, and estimated quantity is 4 SF. The Contractor shall be responsible for all demolition required to completely access the door frame caulk on interior warehouse door between the counter and warehouse. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90009 shall be measured as SF (square feet) of caulking completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90009 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90010 – 8x8 ceramic floor tile in toilet room**

**DESCRIPTION:** BID ITEM 90010 shall include the complete removal and proper disposal of all suspected 8x8 ceramic floor tile in toilet room as noted in the asbestos inspection report dated 11/09/2016, on page 2, Additional Sampling June 20, 2016, and estimated quantity is 60 SF. The Contractor shall be responsible for all demolition required to completely access and remove the 8x8 ceramic floor tile in toilet room.

**METHOD OF MEASUREMENT:** BID ITEM 90010 shall be measured as SF (square feet) of 8x8 ceramic floor tile completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90010 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90011 – Yellow lead paint on warehouse floor and dock area**

**DESCRIPTION:** BID ITEM 90011 shall include the complete removal and proper disposal of all suspected yellow lead paint from the warehouse floor and dock area as noted in the asbestos inspection supplemental report dated 11/09/2016. The Contractor shall be responsible for all demolition required to completely access and remove the yellow lead paint from the warehouse floor and dock.

**METHOD OF MEASUREMENT:** BID ITEM 90011 shall be measured as SF (square feet) of yellow lead paint completely removed from the suspected areas as identified.

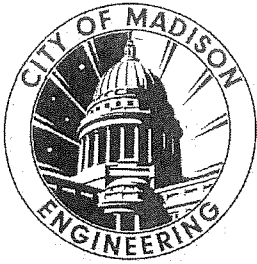
**BASIS OF PAYMENT:** BID ITEM 90011 shall be paid at the contract unit price for the total square footage removed.

**POINTS OF CONTACT**

The Construction Manager for City Engineering, Facility Management for this contract is:

Dave Schaller  
PH: (608) 243-5891  
Email: [dschaller@cityofmadison.com](mailto:dschaller@cityofmadison.com)  
210 Martin Luther King Jr Blvd  
Room 115  
Madison, WI 53703

\* Reference LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT in the subject line of emails.



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

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

**Assistant City Engineer**

Michael R. Dailey, P.E.

**Principal Engineer 2**

Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.

**Principal Engineer 1**

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

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Operations Manager**

Kathleen M. Cryan

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

February 3, 2017

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 7869  
LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Mike Dailey

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

**CONTRACT NO. 7869**  
**LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT**

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

**A. GENERAL CONTRACT CONDITIONS –**

1. Pre-bid contractor access to the Library Maintenance & Support Center may be scheduled with the City Construction Manager (CCM) David Schaller.

**B. GENERAL QUESTIONS AND ANSWERS –**

**Q1.** Are all of the interior contents to be removed by others prior to the abatement?

**A1.** Please plan for a two day prior notice to the CCM for the removal of interior contents to allow time for the items to be relocated by the library staff. This is to include the warehouse where it is the library's intent to leave the pallet racking system in place to the greatest extent possible.

**Q2.** Reference Bid Item 90002 – does this item include the removal of the iron angle stack supports?

**A2.** Yes.

**Q3.** Reference Bid Item 90003 – Is the 1,312 SF quantity correct?

**A3.** The following answer was provided by A&A Environmental Services, Inc. (Kim Sopha) on Thursday, February 2, 2017. "Sample 28 on the original report was taken in the front portion of the office which was positive for asbestos. Sample 17 was taken in the break room which was negative. I quantified the large open office area from by the women's restroom to the entrance door. I felt 1,312 Sq Ft would be adequate for a quantity, maybe less. This is why I wanted to verify once the building is vacant. I showed them the area in the break room so they realized what type of mastic they were removing."

**Q4.** Reference Bid Item 90006 – Is the 88 SF quantity correct?

**A4.** No. Please increase the quantity to 1,240 SF and include the relocation of the customer counter casework to the warehouse area to allow for the removal of all of the 9x9 floor tile and black mastic in the office area including the tile and mastic that remains under the customer counter and under the carpet that remains behind the counter casework.

**Q5.** Reference Bid Item 90009 – Which door is this item referring to?

**A5.** This bid item is for the door frame caulking on the exterior door going into the customer area and the exterior door going from the warehouse south. Both doors are caulked on the interior and exterior – 4 SF, Sample 44. The south door leading from the warehouse was not bulk sampled, the caulk was assumed to contain asbestos material.

**Q6.** Reference Bid Item 90010 – Clarification: the floor tile tested positive for lead.

**A6.** The following answer was provided by A&A Environmental Services, Inc. (Kim Sopha) on Thursday, February 2, 2017. "The bathroom floor ceramic tile measures 8 x 8 that contains lead not asbestos. The walls are also ceramic tile that contains lead but the walls are on



drywall. The floor is going to be saw cut and broken out that is why we are going to remove the floor only.”

C. **ACCEPTABLE EQUIVALENTS** – No change for ADDENDUM No. 1.

D. **SPECIFICATIONS** – No change for ADDENDUM No. 1.

E. **DRAWINGS** – No change for ADDENDUM No. 1.

F. **PROPOSAL**

A. Reference Bid Item 90002 – revised to include wall angle support brackets.

B. Reference Bid Item 90006 – revised to include the removal and relocation of the customer counter casework to allow the floor tile and mastic to be removed from under the counter and carpet behind the counter. Increased quantity to 1240 SF.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>

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

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

David Schaller  
City of Madison Engineering (Facilities)  
Construction Manager  
Phone: (608) 243-5891  
Email: [dschaller@cityofmadison.com](mailto:dschaller@cityofmadison.com)

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT

CONTRACT NO. 7869

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 - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of **Dirty Ducts Cleaning and Environmental Inc.** (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

President

TITLE, IF ANY

Sworn and subscribed to before me this 10<sup>th</sup> day of February, 2017.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 7/4/17

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

Contract 7869 – Dirty Ducts Cleaning Environmental & Insulation, Inc.

#### Section F: Best Value Contracting (BVC) Form

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

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

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

#### Best Value Contracting

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

Asbestos Abatement Worker/Supervisor

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

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

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

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

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

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

LIBRARY MAINTENANCE AND SUPPORT CENTER HAZMAT

CONTRACT NO. 7869

DATE: 2/10/17

Dirty Ducts Cleaning &  
Environmental, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90001 - Insulating cement on fittings - EA	219.00	\$17.00	\$3,723.00
90002 - Sectional transite chimney - LF	18.00	\$25.00	\$450.00
90003 - Yellow carpet mastic in office area - SF	1312.00	\$2.62	\$3,437.44
90004 - Window glazing on seven windows in office area - SF	7.00	\$170.00	\$1,190.00
90005 - Drywall & compound - SF	2832.00	\$1.50	\$4,248.00
90006 - 9x9 floor tile & black mastic in office entry - SF	1240.00	\$2.62	\$3,248.80
90007 - Window frame caulking on seven metal framed windows in office area - SF	7.00	\$70.00	\$490.00
90008 - Interior & exterior caulking on front entry aluminum frame - SF	4.00	\$170.00	\$680.00
90009 - Door frame caulk on interior warehouse door between the counter and warehouse - SF	4.00	\$64.00	\$256.00
90010 - 8x8 ceramic floor tile in toilet room - SF	60.00	\$4.75	\$285.00
90011 - Yellow lead paint on warehouse floor and dock area - SF	220.00	\$8.00	\$1,760.00
11 Items	Totals		\$19,768.24

## SECTION G: BID BOND

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

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

### **LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT CONTRACT NO. 7869**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

Dirty Ducts Cleaning Environmental & Insulation, Inc.

Name of Principal

By

Jesse Vander  
Name and Title

02/08/17  
Date

Seal SURETY

Granite Re, Inc.

Name of Surety

By

Connie Smith, Attorney-in-Fact  
Name and Title

February 7, 2017  
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2017, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

February 7, 2017  
Date

J. Ryan Bonding, Inc.  
Agent Signature

2920 Enloe Street  
Address

Hudson, WI 54016  
City, State and Zip Code

800-535-0006  
Telephone Number

#### NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


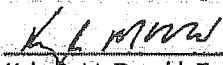
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )



  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

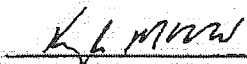
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

7th day of February, 2017



  
Kyle P. McDonald, Secretary/Treasurer



## SECTION H: AGREEMENT

THIS AGREEMENT made this 8<sup>th</sup> day of March in the year Two Thousand and Seventeen between DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 7, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

### **LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT CONTRACT NO. 7869**

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 NINETEEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND 24/100 (\$19,768.24) 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 stated in the notice.

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

**LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT  
CONTRACT NO. 7869**

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

Countersigned:

DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC.

Witness

T. A.  
Tammy Celano

Date

3/7/17

Date

3/7/17

Company Name

President

[Signature]  
[Signature]

Date

3/7/17

Date

3/7/17

Secretary

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director

[Signature]  
[Signature]

Signed this

8th

day of

May

20

17

Witness

[Signature]  
[Signature]

Witness

City Attorney

[Signature]  
[Signature]

Mayor

[Signature]  
[Signature]

Date

08 May 2017

City Clerk

Date

3-17-2017

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC., as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETEEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND 24/100 (\$19,768.24) 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:

**LIBRARY MAINTENANCE & SUPPORT CENTER HAZMAT ABATEMENT  
CONTRACT NO. 7869**

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 8th day of March, 2017

Countersigned:

DIRTY DUCTS CLEANING & ENVIRONMENTAL, INC.

Company Name (Principal)

Tawny Clever  
Witness  
[Signature]  
Secretary

[Signature] (no seal)  
President Seal

Approved as to form:

Granite Re, Inc.

Surety Seal  
☒ Salary Employee ☐ Commission

[Signature]  
City Attorney

By [Signature]  
Attorney-in-Fact Christopher M. Kemp

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12253260 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

03/08/2017

Date

[Signature]  
Agent Signature Christopher M. Kemp

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

### Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

### GRANITE RE, INC.

#### Certificate

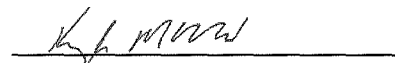
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

8 day of MARCH, 2013



  
Kyle P. McDonald, Secretary/Treasurer