

A1001767

ORIGINAL

MILWAUKEE BOARD OF SCHOOL DIRECTORS

CITY OF MILWAUKEE

WISCONSIN

MILWAUKEE PUBLIC SCHOOLS
OFFICE OF OPERATIONS

2015 AUG 17 P 2:56

Contract for Masonry Rehabilitation
Location: Washington High School Complex

THIS CONTRACT, Made this 29th day of May, 2015 by Abel Building Restoration Inc., hereinafter called the Contractor;

and Travelers Casualty and Surety Company of America, a duly licensed surety corporation with an agency in Moline, Illinois hereinafter called the Surety; and the City of Milwaukee, a municipal corporation, represented by its Milwaukee Board of School Directors, hereinafter called the Owner.

WHEREAS, The said Contractor has made a proposal in writing to the Milwaukee Board of School Directors, hereinafter called the Board, to do the work hereinafter mentioned for the said Owner, and according to the requirements of the Official Advertisement for bids, the Instructions to Bidders, the General Conditions of the Contract, the Specifications, the Drawings, and the Contractor's Proposal, all of which are hereby made part of this Contract, by reference thereto and are on file in the office of the said Board; and whereas the said Board has awarded the said Contract to the Contractor according to law;

NOW THEREFORE, The said Contractor, for and in consideration of the payments hereinafter provided, agrees with the said Owner, to well and truly execute and perform the said Contract, under the superintendence of said Board, for the price and within the time herein stated and according to this Contract.

ARTICLE 1. SCOPE OF THE WORK. Furnish all labor and materials required and do all the work necessary in connection with the Masonry Rehabilitation Project at the Washington High school building in accordance with plans and specifications on file in the office of the Milwaukee Public Schools and base bid of \$209,000.00 received pursuant to advertisement.

ARTICLE 2. TIME OF COMPLETION. This project's start date is scheduled for June 1, 2015 and completion date is July 1, 2015. The Contractor agrees to proceed with the work expeditiously without any delay or cessation, except such as may reasonably be beyond his control, and to employ a force of workmen sufficient so to perform the work covered by this Contract in such manner as to expedite the work of such other Contractors as may be engaged upon the work, as further provided in the Instructions to Bidders, to the end that the work to be performed by the Contractor shall be fully completed on or before the 1st day of July, 2015, subject to such adjustment of said date as may be made in accordance with this Contract. It is specifically agreed that the Contractor shall be bounden for damages, as hereinafter provided, for each and every day's delay which may be due or traceable to the Contract. In case the Contractor shall fail to perform fully the Contract within the agreed time limit, he shall pay to the City of Milwaukee, as liquidated damages for such default, the sum of \$250.00 per day for each and every day's delay in completing the performance thereof after such time limit.

ARTICLE 3. PAYMENT. The City of Milwaukee, by its Milwaukee Board of School Directors, shall pay the Contractor for the full and complete performance of the work, the sum of Two Hundred Nine Thousand Dollars and 00/100 (\$209,000.00) as provided in the General Conditions of the Contract.

ARTICLE 4. OBLIGATIONS OF THE CONTRACTOR AND SURETY. The Contractor and the Surety, in consideration of the award of this Contract to the Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns, hereby guarantee, covenant and agree to and with the Owner that:

(a) The Contractor shall well and truly execute and perform this Contract under the superintendence of and to the satisfaction of the Board.

(b) The Contractor shall well and truly make payment to each and every person or party entitled thereto of all claims for work or labor performed and materials furnished for, or in, or about, or under this Contract pursuant to the provisions of Sec. 289.16 W.S., and acts and laws amendatory thereof and supplemental thereto.

(c) The Contractor shall carry the compensation insurance in a duly licensed insurance company for the benefit of the employees of the Contractor and of any sub-contractor and shall keep said insurance in force during the life of the Contract as required by the provisions of Chapter 102 w.s. and acts and laws amendatory thereof and supplemental thereto.

(d) The Contractor will well and truly save and indemnify and keep harmless the City of Milwaukee from and against all liability for claims, damages, judgements, costs and expenses, which may in anywise come against said City in consequence of the award of this Contract, or which may in anywise result from the carelessness or neglect of the said Contractor or his agents, employees, or workmen in any respect whatever.

(e) Neither the extension by the Owner of time to the Contractor or to other contractors or sub-contractors for the completion of their work, nor the assignment, subletting, alteration or modification of this Contract or other contracts in the premises, nor change in the work covered thereby, shall in any way release the Contractor or Surety from full liability under this contract. Notice of any such default, delay, extensions of time, assignment, subletting, alteration or modification is hereby expressly waived by the Contractor and the Surety.

ARTICLE 5. MINIMUM WAGE. The Contractor and the Surety, in consideration of the award of this Contract to the said Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns hereby agree to pay all employees in and about the construction or performance of the work under this Contract in accordance with the schedule of wages contained in the Instructions to Bidders for work in any trade or occupation listed therein. The Contractor shall make wage reports as required by said Instructions. Strict compliance with said minimum wage requirements is demanded by the Owner and shall be considered as of the essence of this Contract. It is hereby agreed that the City of Milwaukee by its Milwaukee Board of School Directors shall have the right at all times to examine all persons employed upon the project by the Contractor and carry on and make such investigations as it may deem necessary to see that the terms of this agreement, relating to such wage payments, are being fully observed.

ARTICLE 6. ASSIGNING OR SUB-LETTING OF CONTRACT. This Contract shall not be assigned nor sublet by the Contractor or Surety without prior written consent thereto of the Board.

ARTICLE 7. FINAL DETERMINATION BY BOARD. The Board shall have the right and power to adjust and determine finally all questions as to the proper and timely performance of the work and the amounts earned under this Contract, all as provided in General Conditions.

ARTICLE 8. MILWAUKEE BOARD OF SCHOOL DIRECTORS AUTHORITY. It is hereby agreed and declared that this Contract is made expressly subject to the powers granted to said Milwaukee Board of School Directors, by the applicable provisions of Chapter 119 and Sec. 62.15 of the Wisconsin Statutes of 1969, and acts and laws amendatory thereof and supplemental thereto.

IN WITNESS WHEREOF, the parties have executed this Contract the day and the year first above written and the Contractor and Surety have affixed their corporate seals thereto.

Sealed and delivered in presence of

Abel Building Restoration, Inc.

[Redacted]

CONTRACTOR
[Redacted]

Contractor's
Corporate
Seal

PRESIDENT
[Redacted]

WITNESS AS TO CONTRACTOR

SECRETARY

[Redacted]

Travelers Casualty and Surety Company of America
BONDING COMPANY

Bonding
Company
Seal

WITNESS AS TO THE SURETY
Chandra A. Borland

(ATTORNEY-IN-FACT) OR (AGENT)
Susan L. Odendahl

CITY OF MILWAUKEE, represented by its
Milwaukee Board of School Directors

[Redacted]

PRESIDENT

[Redacted]

SUPERINTENDENT

Countersigned this 2nd day of September, year of 2015

[Redacted]

COMPTROLLER *ina*

Approved as to form and execution this 8th day of September, year of 2015

[Redacted]

ASSISTANT CITY ATTORNEY

STATE OF WISCONSIN
MILWAUKEE COUNTY

Susan L. Odendahl, being duly sworn on oath deposes and says
that he/she is (attorney-in-fact) or (agent) of said Travelers Casualty and Surety Company of America
(BONDING COMPANY)

Affiant further deposes and says that no officer, official, or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, or fee or other thing of value on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above mentioned contract.

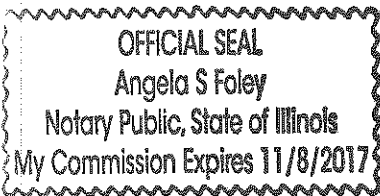
Subscribed and sworn to before me this
16th day of July A.D. Year of 2015

[Redacted]

Notary Public, ~~XXXXXXXXXXXXXXXXXXXX~~ Rock Island County, IL
My commission expires November 8, 2017

Form 115a -8/03

Angela S. Foley
Position Administrative Assistant



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Abel Building & Restoration, Inc. (Name of Contractor)

4138 Orleans Street, McHenry, IL 60050 (Address of Contractor)

a Corporation, hereinafter called Principal, (Corporation, Partnership, or Individual)

and Travelers Casualty and Surety Company of America (Name of Surety)

One Tower Square, Hartford, CT 06183 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Milwaukee Board of School Directors

(Name of Owner)

1124 North 11th St, Milwaukee, WI 53233 (Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Nine Thousand Dollars and 00/100

Dollars, \$ (209,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29th day of May 2015, a copy of which is hereto attached and made a part hereof for the completion of the following project:

Masonry Rehabilitation Washington High School Complex

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the 15th day of June, 2015.

Abel Building & Restoration, Inc. (SEAL)
Principal

Witnesses

[Redacted signature line]

By [Redacted signature]
[Handwritten signature]
Title

4138 Orleans Street, McHenry, IL 60050
Address

Travelers Casualty and Surety Company of America
Surety

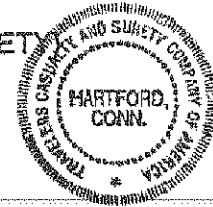
One Tower Square, Hartford, CT 06183
Surety - Contract MAILING Address

Surety Witnesses

[Redacted signature]
Chandra A. Borland, Surety Witness
[Redacted signature]
Terri Wolfe, Surety Witness

By [Redacted signature]
Attorney-in-Fact or Agent
Susan L. Odendahl Attorney-in-Fact

(SEAL OF SURETY)



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Wisconsin.

AFFIDAVIT

(With Performance Bond)

STATE OF Illinois)
Rock Island COUNTY)

Susan L. Odendahl _____, being first duly sworn,

on oath desposes and says that she is Attorney-in-Fact
(attorney-in-fact)

_____ of Travelers Casualty and Surety Company of America
(or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed by Abel Building & Restoration, Inc.

(Contractor)

Affiant further desposes and says that no official, or employee, of the Board of School Directors has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

Susan L. Odendahl Attorney-in-Fact

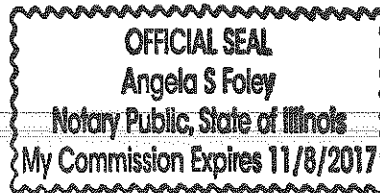
Subscribed and sworn to before me this

15th day of June, 2015

Notary Public, Rock Island County, Illinois

Angela S. Foley

My commission expires November 8, 2017



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Abel Building & Restoration, Inc. (Name of Contractor)

4138 Orleans Street, McHenry, IL 60050 (Address of Contractor)

a Corporation, hereinafter called Principal, (Corporation, Partnership, or individual)

and Travelers Casualty and Surety Company of America (Name of Surety)

One Tower Square, Hartford, CT 06183 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Milwaukee Board of School Directors

(Name of Owner)

1124 North 11th St, Milwaukee, WI 53233 (Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Nine Thousand Dollars and 00/100

Dollars, \$ (209,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29th day of May 2015, a copy of which is hereto attached and made a part hereof for the completion of the following project:

Masonry Rehabilitation Washington High School Complex

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and It does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications,

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the 15th day of June, 2015.

Abel Building & Restoration, Inc. (SEAL)
Principal

Witnesses

By- 
President
Title

4138 Orleans Street, McHenry, IL 60050
Address



Travelers Casualty and Surety Company of America
Surety

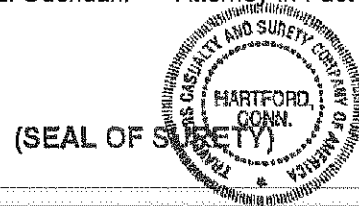
One Tower Square, Hartford, CT 06183
Surety - Contract MAILING Address

Surety Witnesses

By- 
Attorney-in-Fact or Agent

Susan L. Odendahl Attorney-in-Fact


_____, Surety Witness

_____, Terri Wolfe, Surety Witness



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Wisconsin.

AFFIDAVIT

(With Payment Bond)

STATE OF Illinois)
Rock Island)
COUNTY)

Susan L. Odendahl _____, being first duly sworn,

on oath desposes and says that she is Attorney-in-Fact
(attorney-in-fact)

_____ of Travelers Casualty and Surety Company of America
(or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed by Abel Building & Restoration, Inc.

(Contractor)

Affiant further desposes and says that no official, or employee, of the Board of School Directors has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

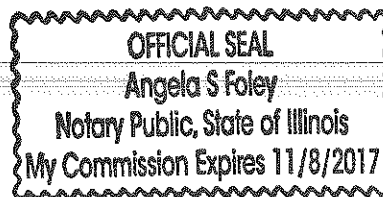
Susan L. Odendahl Attorney-in-Fact

Subscribed and sworn to before me this

_____ 15th day of _____ June _____, 2015

Notary Public, Rock Island County, Illinois
Angela S. Foley

My commission expires _____ November 8, 2017





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106103905

Principal: Abel Building & Restoration, Inc.

OR

Project Description: Masonry Rehabilitation Washington High School Complex

Obligee: Milwaukee Board of School Directors

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan L. Odendahl of the City of Moline, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of June, 2015.

[Redacted Signature]

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Service Insurance Agency Inc 1655 N Arlington Heights Rd Arlington Heights, IL 60004	CONTACT NAME: Rafael H. Sandoval	
	PHONE (A/C No./Ext): (847) 870-0400 FAX (A/C No): (847) 870-0562 E-MAIL ADDRESS: rs@serviceinsuranceagency.com	
INSURED Abel Building Restoration, Inc. 4138 Orleans St McHenry, IL 60050	INSURER(S) AFFORDING COVERAGE	NAIG #
	INSURER A: Grange Mutual Company	14060
	INSURER B: Technology Insurance Company	39071
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CT 2044085	06/04/2015	06/04/2016	EACH OCCURRENCE	\$ 1,000,000.00	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000.00	
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG	\$ 2,000,000.00	
	ANY AUTO							\$	
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
	HIRED AUTOS						BODILY INJURY (Per person)	\$	
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP 2059926	06/04/2015	06/04/2016	EACH OCCURRENCE	\$	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000.00	
	DED							\$ 5,000,000.00	
	RETENTION \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TARIL58295-01	10/24/2014	10/24/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				Y	E.L. EACH ACCIDENT	\$ 1,000,000.00
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MASONRY

Project Address: 2525 N. Sherman Boulevard Milwaukee, WI 53210

Named as additional insured is Milwaukee Public Schools 1124 N. 11th Street Milwaukee, WI 53233

CERTIFICATE HOLDER	CANCELLATION
Milwaukee Public Schools Division of Facilities & Maintenance Department 1124 N. 11th Street Milwaukee, WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	RAFAEL H. SANDOVAL

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CERTIFICATE OF LIABILITY INSURANCE

ABELB-1 OP ID: PZ

DATE (MM/DD/YYYY)
07/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R.J. Gallia Co., Inc. 42 N. Lake Street Grayslake, IL 60030 Patricia L. Zeczkowski	CONTACT NAME: Patricia L. Zeczkowski PHONE (A/C No. Ext): 847-223-6504 FAX (A/C No.): 847-223-8685 E-MAIL ADDRESS: patty@rjgallacompany.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company NAIC # 22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Abel Building & Restoration, Inc. 817 Apache Trail Lake Villa, IL 60046		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWCA279864	04/18/2015	04/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Proof of coverage.

CERTIFICATE HOLDER Milwaukee Public Schools Division of Facilities and Maintenance Services 1124 North 11th St. Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia L. Zeczkowski
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Meeting Date: 5/28/2015 - 6:30 PM

Category: Report of the Committee on Accountability, Finance, and Personnel

Type: Action

Subject: 4. Action on Monthly Facilities Matters: FMS Award of Contracts
Recommendation, Change Order in Excess of \$50,000 and Request for Proposal

Strategic Plan Compatibility Statement: Goal 3
Effective and Efficient Operations

Policy: Admin Policy 3.09 - Purchasing and Bidding Requirements

1. Recommendation
2. Contract Northwestern Elevator II
3. Contract Service Painting- Brown Street
4. Contract KPH Construction- Ninety- Fifth Street
5. Contract Service Painting- Parkside
6. Contract Service Painting- Burroughs
7. Contract Abel Building Restoration
8. Contract Black Diamond Group
9. Contract Allcon
10. Contract KPH Construction-Bay View
11. Contract TV John & Son
12. Contract Pro Electric
13. Contract Wil-Surge Electric
14. Vendor Section Sheet
15. Contract C. Coakley Relocation Systems
16. Contract Coakley Brothers
17. Contract Perfect Install

Attachments:

-  Recommendation.pdf
-  Contract Northwestern Elevator II.pdf
-  Contract Service Painting- Brown Street.pdf
-  Contract KPH Construction- Ninety-Fifth Street.pdf
-  Contract Service Painting- Parkside.pdf
-  Contract Service Painting- Burroughs.pdf
-  Contract Abel Building Restoration.pdf
-  Contract Black Diamond Group.pdf
-  Contract Allcon.pdf
-  Contract KPH Construction- Bay View.pdf
-  Contract TV John & Son.pdf
-  Contract Pro Electric.pdf
-  Contract Wil-Surge Electric.pdf
-  Vendor Selection Sheet.pdf
-  Contract C. Coakley Relocation Systems.pdf
-  Contract Coakley Brothers.pdf
-  Contract Perfect Install.pdf

File Attachment:

Recommended for the Board's approval at this meeting are:

- 1) Construction Contracts inclusive of:
 - Northwestern Elevator II – Traction Elevator Upgrade – MacDowell Montessori
 - Service Painting – Exterior Painting – Brown Street
 - KPH Construction – Exterior Painting – Ninety-Fifth Street
 - Service Painting – Exterior Painting – Milwaukee Parkside
 - Service Painting – Exterior Painting – Burroughs MS
 - Abel Building Restoration – Masonry Rehabilitation – Washington HS

- Background:**
- Black Diamond Group – Parking Lot Reconstruction – Reagan HS
 - Allcon, LLC – Fire Alarm System Replacement – Golda Meir
 - KPH Construction – Room Remodel – Bay View HS
 - TV John & Son – Project Lead The Way Lab – Rogers Street
 - Pro Electric – Emergency Power System Replacement – Silver Spring
 - Wil-Surge Electric – Emergency Power System Replacement – Allen-Field

2) Change Order for Excavation/Removal of Unsuitable Soil at Custer Stadium--Hunzinger Construction.

3) Request for Proposal:

- Listed firms will provide Moving Services for various projects and sites from July 1, 2015 through June 30, 2018 on an as needed basis: C. Coakley Relocation Systems, Coakley Brothers, Perfect Install, Inc.

This item authorizes expenditures:

Construction Contracts:

- Northwestern Elevator II – Traction Elevator Upgrade – MacDowell Montessori, Code FAR00MM2JU ECNC = \$152,207.00
- Service Painting – Exterior Painting – Brown Street, Code FAR00MM2BR ECNCPNT5 = \$185,000.00
- KPH Construction – Exterior Painting – Ninety-Fifth Street, Code FAR00MM295 ECNCPNT5 = \$90,646.00.00
- Service Painting – Exterior Painting – Milwaukee Parkside, Code FAR00MM2FR ECNCPNT5 = \$115,000.00
- Service Painting – Exterior Painting – Burroughs MS, Code FAR00MM2BG ECNCPNT5 = \$75,000.00
- Abel Building Restoration – Masonry Rehabilitation – Washington HS, Code FAR00MM2IT ECNCMSN5 = \$209,000.00
- Black Diamond Group – Parking Lot Reconstruction – Reagan HS, Code FAR00MM2TL ECNCGND5 = \$228,900.00
- Allcon – Fire Alarm System Replacement – Golda Meir, Code FAR00MM2ME ECNC = \$397,600.00

Fiscal Impact Statement:

- KPH Construction – Room Remodel – Bay View HS, Code FAR00MRPVB ENCNMIS0 = \$67,875.00
- TV John & Son – Project Lead The Way Lab – Rogers Street, Code MBM0ABDKIS EMMB = \$108,100.00
- Pro Electric – Emergency Power System Replacement – Silver Spring, Code FAR00MM2SV ECNCELC5 = \$50,255.00
- Wil-Surge Electric – Emergency Power System Replacement – Allen-Field, Code FAR00MM2AF ECNCELC5 = \$62,953.00

Change Order: Excavation/Removal of Unsuitable Soil at Custer Stadium by Hunzinger Construction, Code FAR00MRSCD ECNC = \$147,813.00.00

Request for Proposal:

- The listed firms will provide Moving Services for various projects and sites from July 1, 2015 through June 30, 2018 on an as needed basis: C. Coakley Relocation Systems, Coakley Brothers Co., Perfect Install, Inc. Expenditure authority not to exceed approval in the amount of \$750,000.00, if the requested dollar amount is exceeded during the contract period, this will be reported to the Board and additional expenditure authority will be requested. Code: Various

Implementation and Assessment Plan:

Upon approval by the Board, contracts and change order will be implemented.

Recommendation

Your Committee recommends that the Board authorize the attached contracts and change order as described above.

Recommended By:

Approvals:

Signed By:

Signature

Mann, Dr. Jacqueline M. - Board Clerk/Director