

SECTION 00410

Quote Form

Project: **Morristown Middle School – 2020 Asbestos Removal**

Bids are requested as follows:

Lump Sum Base Quote

For furnishing all labor, materials, equipment and services necessary for and incidental to the above-named project as described in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section 00800 – Supplementary Conditions.

\$ 77,500.00

Unit Price(s) will be required for the following materials:

Unit Price #1: Glovebag Procedure per Procedure	\$ <u>110.00</u>
Unit Price #2: Friable Removal of Vinyl Floor Tile & Mastic per Square Foot	\$ <u>5.00</u>
Unit Price #3: Friable Removal of Carpet, Vinyl Floor Tile & Mastic per Square Foot	\$ <u>6.00</u>
Unit Price #4: Asbestos Supervisor (Foreman) per Hour	\$ <u>105.00</u>
Unit Price #5: Asbestos Worker per Hour	\$ <u>103.00</u>
Unit Price #6: Additional Mobilizations per Round Trip	\$ <u>400.00</u>

Addenda Received through Number: 0

1. Bid Bond Enclosed:	<u>Yes</u>	Amount:	\$ <u>5%</u>
2. Construction Schedule Enclosed:	<u>Yes</u>		
3. Responsible Contractor Documents:			
Attachment A	<u>Yes</u>		
Attachment A-1	<u>Yes</u>		
Attachment A-2	<u>Yes</u>		

Authorization

The undersigned, having thoroughly examined the Contract Documents including all related Addenda and any other materials included in the Project Manual or incorporated by reference and having thoroughly and carefully examined the building and specific area(s) in which the Work is to be performed and having become familiar, by investigation, with conditions that may affect performance of the Work, does hereby authorize the submission of this Bid to perform the work in strict accordance with the Contract Documents:

Mavo Systems Inc.
Contractor
3030 Prow Lane NW
Address
Rochester, MN 55901
City/State/Zip

Heath Nelson
Name
Heath Nelson
Signature
Project Manager
Position
3/31/2020
Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mavo Systems, Inc.
3030 Prow Lane NW
Rochester, MN 55901

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

WEM Public Schools
500 East Paquin Street
Waterville, MN 56096

BOND AMOUNT: Five Percent (5%) of the Total Amount of Bid -----

PROJECT:

(Name, location or address, and Project number, if any)

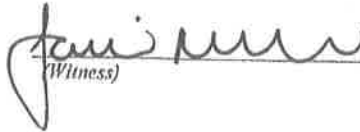
Morristown Middle School - 2020 Asbestos Removal - IEA Project #202010101

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March 2020

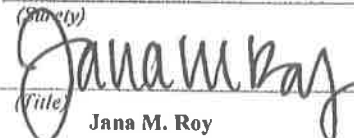

(Witness)

Mavo Systems, Inc.
(Principal) (Seal)


(Title) Project Manager


(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)


(Title) Jana M. Roy
Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 820295-023001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Guy Armfield, John Claeys, Carly C. Fehringer, Scott Fisher, Nicholas Fredrickson, Deanna M. French, Scott Garcia, Elizabeth R. Hahn, Roger Kaltenbach, Ronald J. Lange, Andrew P. Larsen, Susan B. Larson, Scott McGilvray, Mindee L. Rankin, Jana M. Roy

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2019.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 4th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2020.



By: Renee C. Llewellyn, Assistant Secretary

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

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

SECTION 00430

Construction Schedule

Project: Morristown Middle School – 2020 Asbestos Removal

Area/Phase/Location: Phases 1 - 3

Contractor: Mavo Systems Inc.

Name 3030 Prow Lane NW

Address Rochester, MN 55901

City/State/Zip

Contract Start Date: 5/4/2020

Contract Completion Date: 6/8/2020

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/4/20 To: 5/5/20	3	From: 5/18/20 To: 5/19/20	4
Removal and Decontamination	From: 5/5/20 To: 5/11/20	3	From: 5/19/20 To: 5/27/20	4
Clearance Air Testing	From: 5/12/20 To: 5/12/20	3	From: 5/28/20 To: 5/28/20	4
Removal of Isolation	From: 5/13/20 To: 5/13/20	3	From: 5/29/20 To: 5/29/20	4

	Phase 3 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/1/20 To: 6/2/20	4
Removal and Decontamination	From: 6/2/20 To: 6/4/20	4
Clearance Air Testing	From: 6/5/20 To: 6/5/20	4
Removal of Isolation	From: 6/8/20 To: 6/8/20	4

Comments:

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manager	Date: 3/31/2020
Company Name: Mavo Systems Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Morristown Middle School
2020 Asbestos Removal

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

**Morristown Middle School
2020 Asbestos Removal**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manager	Date: 3/31/2020
Company Name: Mavo Systems Inc.	

