

Contract Routing Form

ROUTING: Routine

printed on: 08/20/2013

Contract between: B & B Quality Building Restoration, Inc.  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Garner Park Masonry Repairs - 2013

Contract No.: 7153  
 Enactment No.: RES-13-00628  
 Dollar Amount: 57,100.00

File No.: 30997  
 Enactment Date: 08/09/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8/20/13	8/20/13
Director of Civil Rights	8/20/13	8/29/13 MLO
Risk Manager	8-29-13	8/29/13 KRA
Finance Director	8-30-13	8-30-13 RW
City Attorney	1287 8-30-13	9-03-13
Mayor	9-4-13	9-4-13

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

704 8183 7153

Original + 2 Copies

08/20/2013 09:37:31 enjls - Paul Stauffer, 266-4366

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

Handwritten text, possibly a signature or date, located in the lower-left quadrant of the page.

Handwritten text, possibly a signature or date, located in the center of the page.

[Sign](#)

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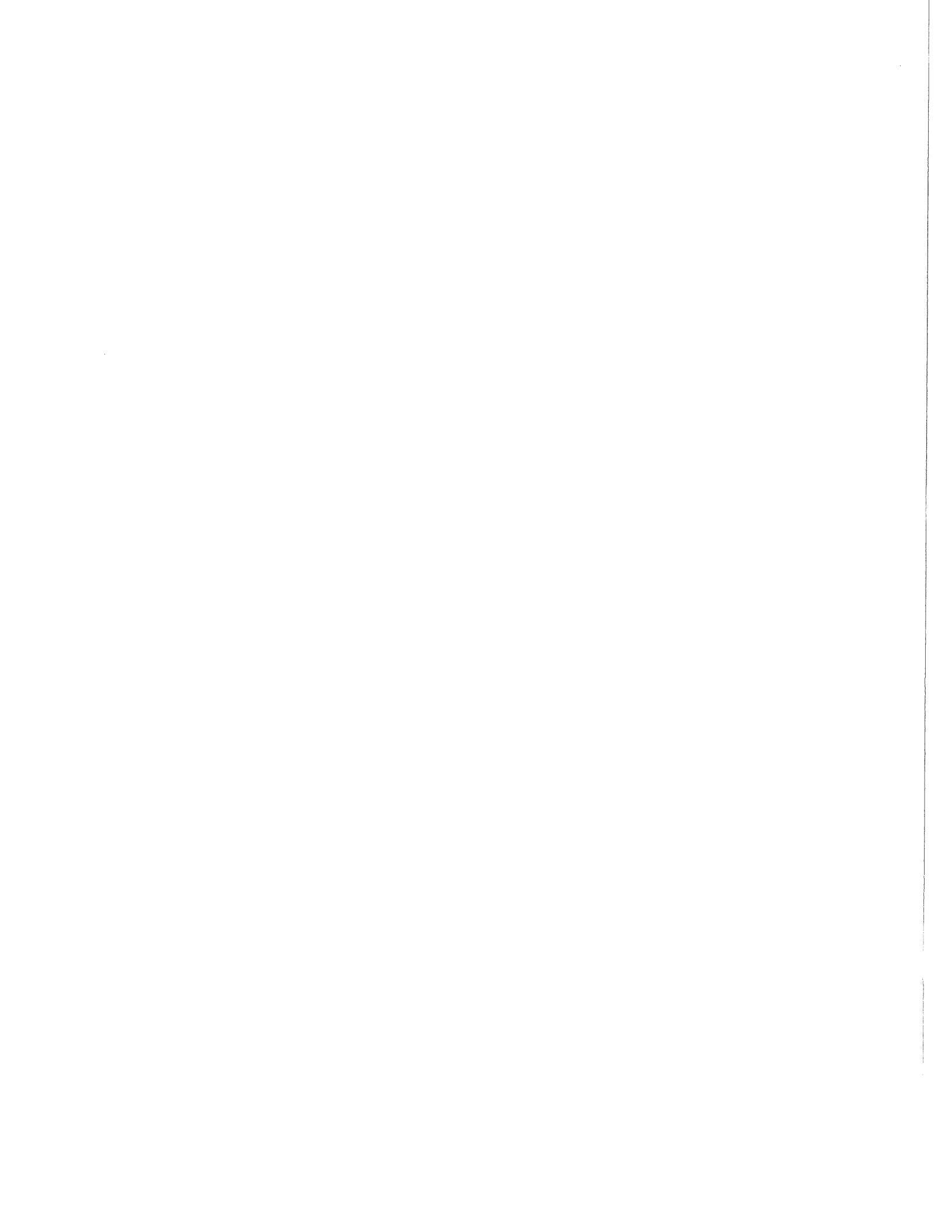
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**File #:** 30997    **Version:** 1    **Name:** Awarding Public Works Contract No. 7153, Garner Park Masonry Repairs - 2013.  
**Type:** Resolution    **Status:** Passed  
**File created:** 7/17/2013    **In control:** BOARD OF PUBLIC WORKS  
**On agenda:** 8/6/2013    **Final action:** 8/6/2013  
**Enactment date:** 8/9/2013    **Enactment #:** RES-13-00628  
**Title:** Awarding Public Works Contract No. 7153, Garner Park Masonry Repairs - 2013.  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** 1. Cont 7153.pdf

[History \(3\)](#)   
 [Text](#)

3 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
8/6/2013	1	<u>COMMON COUNCIL</u>	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	<a href="#">Action details</a>	Not available
7/24/2013	1	<u>BOARD OF PUBLIC WORKS</u>	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass	<a href="#">Action details</a>	Not available
7/17/2013	1	<u>Engineering Division</u>	Refer		<a href="#">Action details</a>	Not available



PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF \_\_\_\_\_

CONTRACT NO. 7153  
GARNER PARK MASONRY REPAIRS - 2013

B & B QUALITY BUILDING RESTORATION, INC.

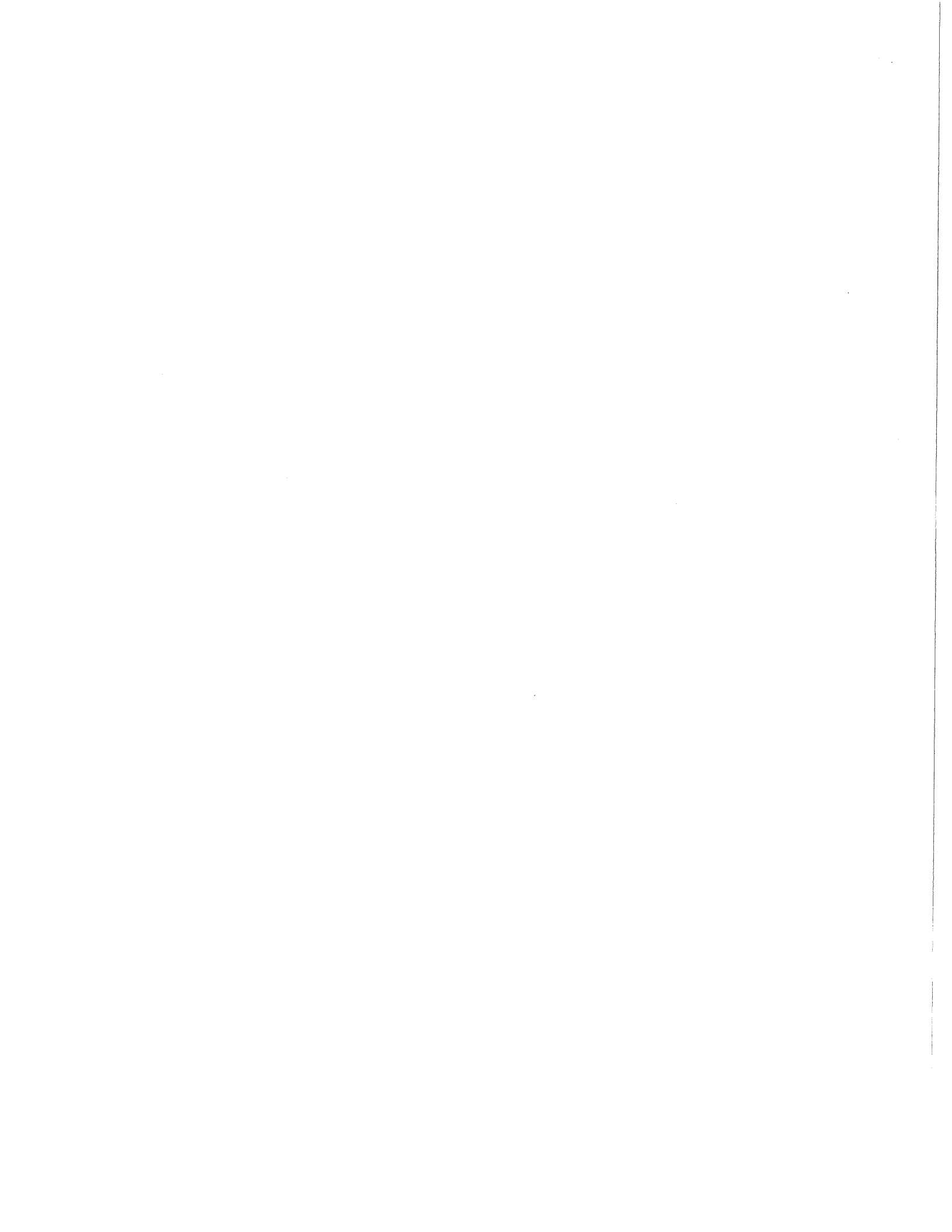
\$57,100.00

Acct. No. CB53-54301-810714-00-53W1643  
Contingency 12%±

\$57,100.00  
4,570.00

GRAND TOTAL

\$61,670.00



\$57,100.00  
FILE

BID OF B&B QUALITY BUILDING RESTORATION, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GARNER PARK MASONRY REPAIRS-2013

CONTRACT NO. 7153

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON AUGUST 6, 2013

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

[www.cityofmadison.com/business/pw](http://www.cityofmadison.com/business/pw)

<https://bidexpress.com/login>





GARNER PARK MASONRY REPAIRS-2013  
CONTRACT NO. 7153

INDEX

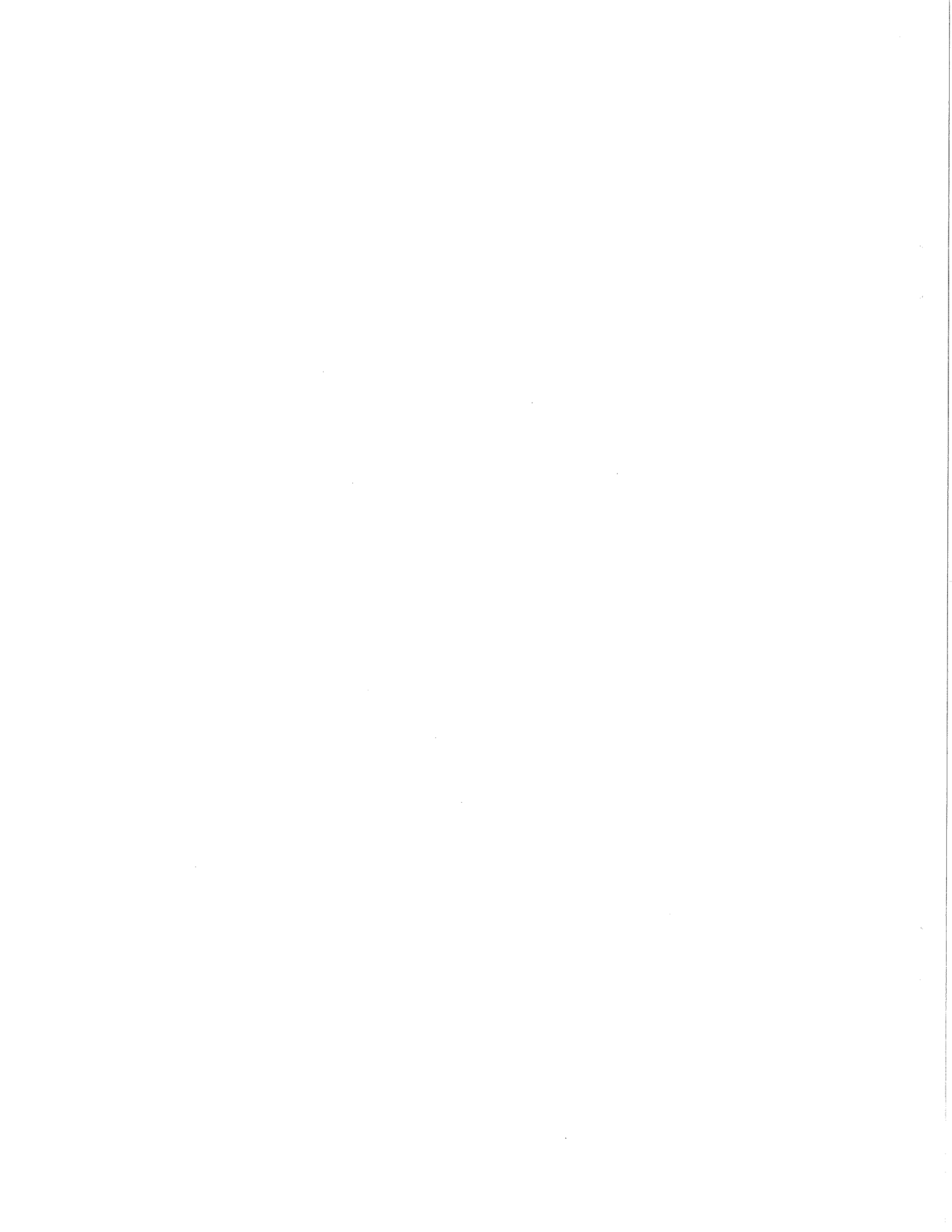
SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION..... B-1  
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT ..... E-1  
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING..... F-1  
SECTION G: BID BOND..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1  
SECTION J: PREVAILING WAGE RATES..... J-1

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



## 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:	GARNER PARK MASONRY REPAIRS-2013
CONTRACT NO.:	7153
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JULY 5, 2013
BID SUBMISSION (1:00 P.M.)	JULY 12, 2013
BID OPEN (1:30 P.M.)	JULY 12, 2013
PUBLISHED IN WSJ	6/28/13 & 7/5/13

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.

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.

Plans and Specifications are also available at 1600 Emil St., Madison, WI, 53713; (608) 267-1197.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2013 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). 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.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

#### 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.

#### PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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
- 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
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storank Tank Removal/Install
- 265  Retaining Walls, Precast Modular Units
- 270  Retaining Walls, Reinforced Concrete
- 275  Sanitary, Storm Sewer and Water Main Construction

- 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

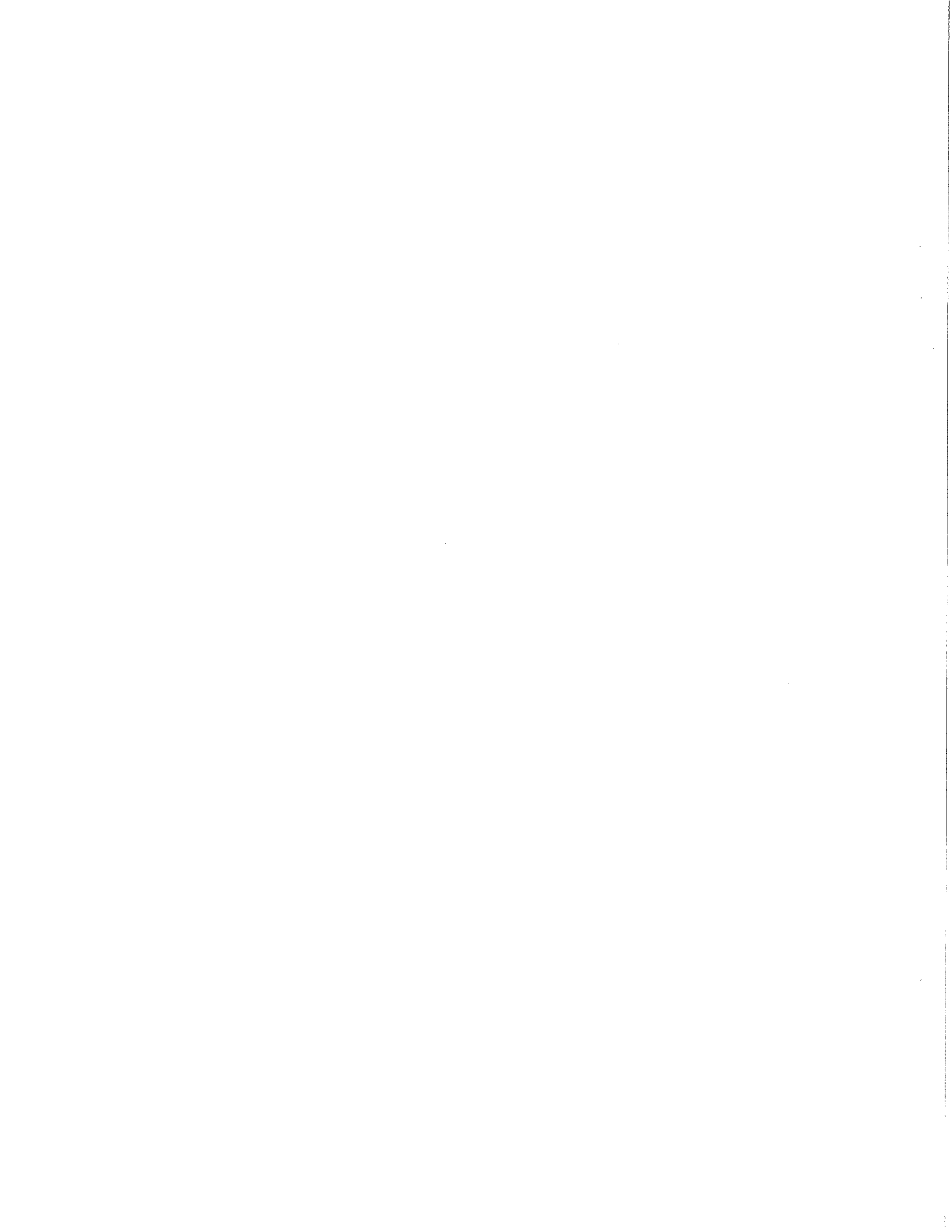
Building Construction

- 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
- 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  Other \_\_\_\_\_
- 9  Other \_\_\_\_\_



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).

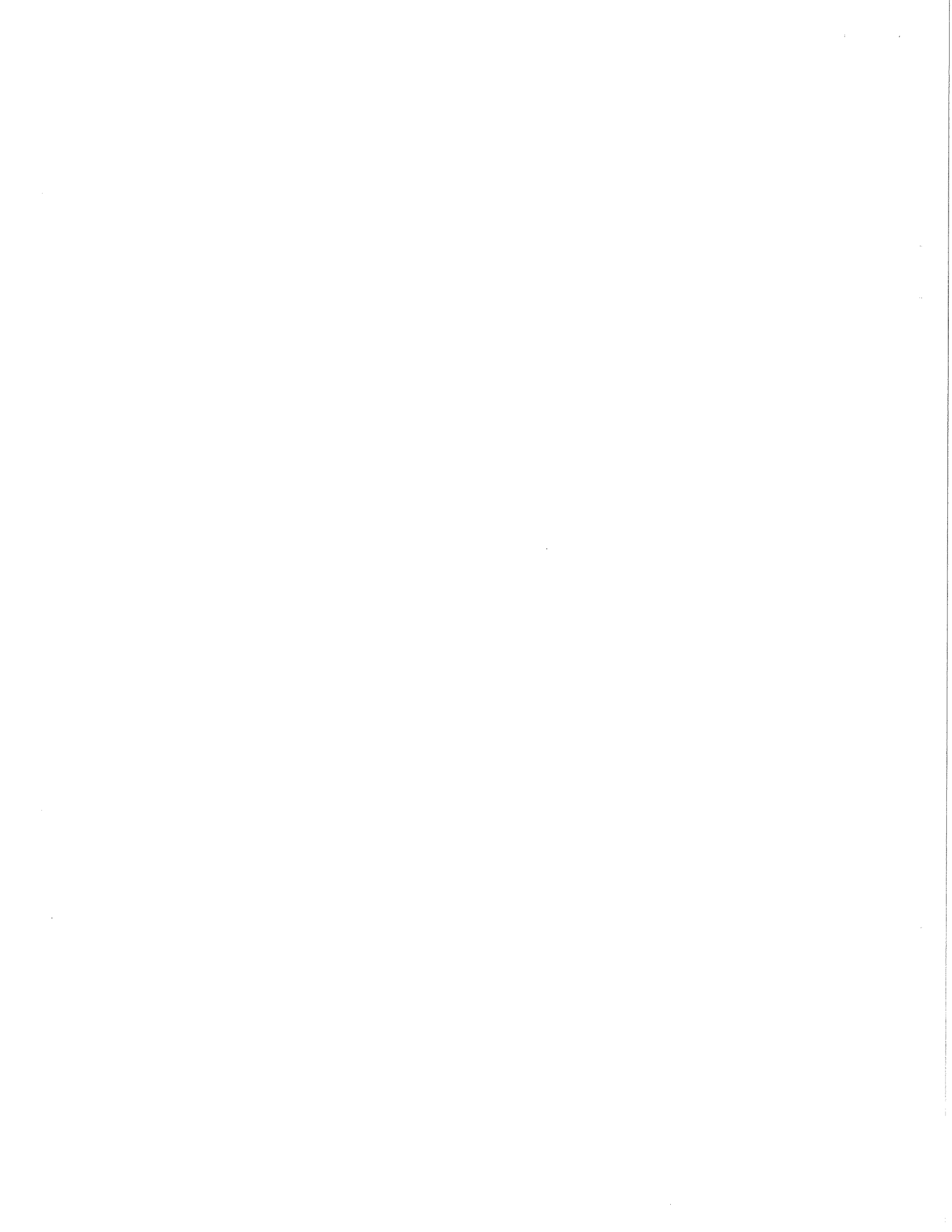




SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders  
City of Madison  
SBE Program Information

SBE NOT APPLICABLE



## SECTION D: SPECIAL PROVISIONS

### GARNER PARK MASONRY REPAIRS-2013 CONTRACT NO. 7153

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 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) is not required if either: a single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$48,000; or no single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$100,000. For bids not meeting either of these conditions, prevailing wages shall be required.

If required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

All bidders are notified that all labor employed on City contracts must be paid in accordance with the minimum rate of wage scale included in the Contract Documents.

For the information of the employees working on the project, a copy of the wage scale included in the contract documents and the provisions of Section 66.0903(8) of the Wisconsin Statutes shall be kept posted by the employer and in at least one conspicuous and easily accessible place at the site of the project.

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Records shall include employee demographics or contractor can submit a one-time report of all employee demographics that can be matched up with weekly payrolls. Reports shall only include last four social security digits. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison "Minimum Rate of Wage Scale" and that each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such employee. Questions regarding an employee's classification or rate of pay within that classification, shall be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be

resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

The Contractor shall agree that the normal rate of wage paid to the Contractor's employees on other projects shall not be reduced or otherwise diminished as a result of the requirement to pay no less than the minimum rate of wage scale on a City project. Mulcting of employees on City projects by contractors, such as by kickbacks or other such devices, is prohibited.

These contract provisions shall apply to all work performed on the contract by the Contractor with its own organization and with assistance of laborers under its immediate superintendency and to all work performed by piecework or by subcontract. No laborer, worker, or mechanic shall be employed directly upon the site of the work except on a wage basis, but this shall not be construed to prohibit the rental of equipment from individuals.

In the event of a refusal by the Contractor to submit payroll records as required by the contract, the City of Madison shall have the option to cancel this contract and request the Surety to perform or to re-let the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

#### **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 \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

#### **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 109.2    PROSECUTION OF THE WORK**

The Contractor shall begin work on or before August 26<sup>th</sup>, 2013. The total time of completion for the contract shall be EIGHTY (80) CALENDAR DAYS.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Project Manager.

## GARNER PARK MASONRY REPAIRS 2013

### SECTION 01 00 02 GENERAL REQUIREMENTS

#### PART 1 GENERAL

##### SCOPE

The work under this section includes general rules for the project. Included are the following topics:

##### PART 1 – GENERAL

1. Scope of Work
2. Pre-Bid Information
3. Commencement and Completion
4. Contacts
5. Qualifications of Bidder
6. Work by the City and City Furnished Equipment
7. Salvage Materials
8. Provisions for Future Work
9. Special Site Provisions
10. Alternates
11. General
12. Guarantees
13. Sustainable Construction Methods and Materials
14. Schedule of Operations
15. Documents
16. Quality Assurance
17. Codes and Permits
18. Submittals
19. Drawings and Specifications
20. Operation and Maintenance Data
21. Safeguards – Existing Equipment, Underground Utilities and Artifacts
22. Access Panels
23. Sleeves and Openings
24. Lose and Detachable Parts
25. Stairs, Scaffolds, Hoists, Elevators or Cranes

##### PART 2 - PRODUCTS

1. Specified Items – Substitutes
2. Approved Testing Laboratories

##### PART 3 - EXECUTION

1. Installation
2. General Installation Methods
3. Delivery, Handling and Storage of Materials
4. Demolition
5. Cutting, Patching and Painting
6. Excavation, Backfill, and Surface Restoration
7. Dewatering
8. Sealing and Firestopping
9. Cleaning
10. Continuity of Service and Shutdown
11. Project Meetings
12. Temporary Construction

13. Identification
14. Lubrication
15. Punch List
16. Tests and Final Acceptance
17. Training and Demonstration
18. Fence
19. Roadway
20. Signs

#### **1. SCOPE OF WORK**

Work for this project shall consist of repointing the cracked and deteriorated mortar joints for the stone masonry walls and to repair any cracks in the upper chimney capstone for the Garner Park Shelter. The Garner Park Shelter is located at 333 South Rosa Road, Madison WI. Repair work locations are identified graphically on marked up photographs/elevations included within these specifications.

#### **2. PRE-BID INFORMATION**

The Garner Park Shelter is open to the public from 4:00 am to 10:00 pm and may be visited by the contractor. If any aerial lifting equipment is required arrange a site visits with City Project Manager.

#### **3.CONTRACT TIME-COMMENCEMENT AND COMPLETION**

This section not used. Refer to section D, 109.2.

#### **4. CONTACTS**

The City's designee for architectural and engineering is: Paul Stauffer  
Company: City of Madison  
Address: Room 115, 210 Martin Luther King Jr. Blvd.  
Phone: 608-266-4366  
Email: pstafffer@cityofmadison.com

The City's designee for project management: Paul Stauffer  
Company: City of Madison  
Address: Room 115, 210 Martin Luther King Jr. Blvd.  
Phone: 608-266-4366  
Email: pstafffer@cityofmadison.com

The City's designee for the site contact: Tom Skaife  
Company: City of Madison- Parks Facilities Manager  
Address: 1402 Wingra Creek Parkway  
Phone: 608-225-4849  
Email: tskaife@cityofmadison.com

#### **5. QUALIFICATIONS OF BIDDER**

By submitting the bid, the bidder certifies as to meeting the following requirements:

Has completed one or more projects of at least 50% of the size or value of the division of work being bid and the type of work completed is similar to that being bid. If a greater magnitude of experience is deemed necessary, other than size or value of the work, such requirements will be described in the appropriate technical section of these specifications.

Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.

Maintains a permanent place of business.

## 6. WORK BY THE CITY AND CITY FURNISHED EQUIPMENT

All asbestos removal. Existing building materials that may have hazardous content and are located within the work area (example: floor tile, ceiling tile, pipe insulation) shall be sampled, tested, and removed by the City. If any suspect hazardous building materials are found by the contractor during demolition or renovation work that have not been sampled and tested, work must stop and a certified hazardous material inspector must be contacted by the City to assess the situation. Inaccessible areas may exist within the facility.

The following work will be accomplished by the City or will be let under separate contracts and will not be included under this Contract:

No work or equipment will be supplied by the City or let under separate contracts.

## 7. SALVAGE MATERIALS

No materials removed from this project shall be reused except as specifically noted below. All materials removed shall become the property of and shall be disposed of by the Contractor.

## 8. PROVISIONS FOR FUTURE WORK

Not applicable to this project

## 9. SPECIAL SITE CONDITIONS

### Hours of Work:

Unless otherwise noted, construction operations shall be limited to the hours between **7:00 a.m. and 7:00 p.m.**, Mondays through Fridays, except for holidays. A request must be made to the City forty-eight hours in advance for approval of work days or hours other than those stated above. Compliance is required with the City of Madison Noise Ordinance. Madison General Ordinance 24.08 does **NOT** allow the use of any equipment used in construction between the hours of **7:00 p.m. and 7:00 a.m.** in such a manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. The intent here is to not allow the use of equipment, i.e. hammers, power saws, compressors, pneumatic tools, etc. between the hours of 7:00 p.m. and 7:00 a.m., when the noise would disturb neighbors.

A portion of the shelter and site may be in use during construction. The Contractor shall take particular care to avoid disturbance and disruption to the existing building structure and to the ongoing activities of the occupants. **This shelter has been reserved for public use on some specific days and work shall not be allowed. The contractor shall be provided with a schedule of times in which this park shelter is unavailable for work. These unavailable days shall not be counted in the completion time for the contract. The contractor shall provide a schedule that coordinates with the scheduled use of the shelter.**

### Parking:

Limited site vehicle parking is available for Contractor's use. Four parking spaces will be provided for the contractor's use. Additional parking spaces may be requested thru the site contact. Work trucks and equipment shall be allowed at the work site with the approval of the site contact.

### Loading and Unloading:

No permanently reserved on-site loading zone will be provided for Contractor's use. For loading and unloading, a vehicle-parking stall may occasionally be reserved for a short time duration (e.g. one day) if arranged in advance with the site contact.



**Trash Containers:**

No permanently reserved on-site space for a trash container will be provided. Occasionally a trash container may be brought in for a short duration (e.g. two to three days) if arranged in advance with the site contact.

**Restrooms and Field Office:**

A temporary field office and temporary toilets are not required. The Contractor's labor force may use the public City facilities upon approval by the site contact. The Contractor shall maintain the toilets and other spaces provided by the City in clean and sanitary condition at all times.

**10. ALTERNATES**

Base Bid and Alternates include costs of all supporting elements required, so that the combination of Base Bid and any Alternates are complete.

The scope of work for Alternates shall be in accordance with applicable Drawings and Specifications. Except as otherwise indicated, complete work described in Alternates with no increase in Subcontract Time.

This section includes non-technical descriptions of Alternates. Refer to specific sections of the Specifications and to Drawings for technical descriptions of Alternates.

Coordinate related work and modify surrounding work as required to integrate Alternates into the Work.

Base Bid includes all work indicated, except work described as Alternates.

**11. GENERAL**

The City of Madison Standard Publications for Public Works Construction – current Edition, as supplemented from time to time, forms a part of these contract documents as if attached hereto.

These Standard Specifications are available upon request from the City Engineer, City Engineering Division, Room 115, City County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53710. An electronic copy is available from the City Website <http://www.cityofmadison.com/business/pw/specs.cfm>. The Contractor shall review these specifications prior to preparation of proposal for the work to be done under this contract. Failure to do so does not relieve the Contractor from meeting all requirements.

All articles in these General Requirements are applicable to all Divisions and Sections apply to each Division of these Specifications as fully as if repeated within that Division. The Conditions of the Contract, General and Supplementary General Conditions, and these General Requirements shall apply to the Contractor and engaged in this work. Items listed under Scope of Work for each Division of the Specifications are not necessarily all inclusive.

Portions of these specifications are of the abbreviated, simplified type and may include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "in conformity with", "shall be", "as noted on the drawings", "in accordance with details", are intentional. Omitted words or phrases shall be supplied by inference in the same manner, as they are when a note occurs on the drawings. Such terms as approved, reviewed, equal, as directed, as required, as permitted, acceptable, satisfactory mean by or to the City Engineer or designee.

These specifications and drawings are intended to include everything necessary to perform the entire work properly. Every item necessarily required might not be specifically mentioned or shown. Unless expressly stated, all systems and equipment shall be complete and operable. The words "furnish", "install", and "provide" shall mean the same in a sense that the Contractor shall furnish and install all the necessary materials, apparatus, and devices to complete the equipment and systems installation herein specified, except such parts as are specifically exempted herein. If an item is either called for in the specifications or shown on the plans, it shall be considered sufficient for the inclusion of said item in this contract. If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is the highest quality, largest, largest quantity or most closely fits the City's intent. Materials and labor shall be new (unless noted or stated otherwise), first class, and workmanlike, and shall be subject at all times to the City's or designee's inspections, tests and

approval from the commencement until the acceptance of the completed work. Whenever a particular manufacturer's product is named, it is intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply. It must be understood that the details and drawings are diagrammatic. The Contractor shall verify all dimensions at the site and be responsible for their accuracy. If items are too large to fit into existing space Contractor shall provide smaller model of same type upon approval by The City at no cost to the City. All sizes as given are minimum except as noted. Prior to bidding bidder must visit site to become familiar and verify existing conditions. Failure to do so does not relieve the bidder from the responsibility to verify existing conditions, to point out errors in drawings or specifications or code violations.

Bidders shall bring inadequacies, omissions or conflicts to the City's attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum. Failure to request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work and comprehension of the contract documents. The City is not responsible for verbal instructions.

Information pertaining to existing conditions that are described in the specifications or appear on the drawings is based on available records. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing. This information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate existing underground utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations so as to prevent damage to such utilities/services.

It is expected that Contractors have access to their own cell phone for their own use. No additional telephone service will be provided.

The City will not furnish Watchpersons. The Contractor shall provide such precautionary measures, to include the furnishing of watchpersons if deemed necessary, to protect persons and property from damage or loss where the Contractor's work is involved.

Contractors shall cooperate with all the testing consultants and verify system completion to the testing consultants. Demonstrate the starting, interlocking and control features of each system so the testing Contractor can perform its work. Testing and balancing (TAB) Contractor shall be direct subcontractor to the Contractor and shall not be the mechanical Contractor or subcontractor to mechanical Contractor.

The Contractor resumes responsibility for all work specified in this contract except for work explicitly noted as to be done by the City or a Contractor separately hired by the City. The Contractor shall immediately inform the City of the name of the person(s) designated as Superintendent representing the Contractor at the site.

The Contractor shall take complete charge of the work under this contract and coordinate the work of all trades on the project. All Contractors shall work in cooperation with the Contractor and with each other, and fit their work into the structure as job conditions may demand. The City shall make all final decisions as to the right-of-way and run of pipe, ducts, etc., at prearranged meetings with responsible representatives of the Contractors involved. Contractor(s) shall coordinate the work with adjacent work with other Contractors prior to installation and shall cooperate with all other trades to facilitate the general progress of the work. The Contractor shall coordinate and schedule the work of all its subcontractors, and shall furnish all information required by them for proper scheduling and execution of the work. In the same manner, the Contractor shall coordinate the work with that of the City, and any other Contractor operating in the area, including reasonable adjustments of schedule in order to allow other Contractors or the City to do their work. Coordinate all work with other Contractors prior to installation. Any installed work that is not coordinated and that interferes with other Contractor's work shall be removed or relocated at the installing Contractor's expense.

Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will the Contractor(s) be permitted to exclude from the premises or work, any other Contractor or employees thereof, or interfere with any other Contractor in the executing or installation of their work. In case it is indicated which trade is responsible for which work, this is meant as a suggestion and it is the Contractor's responsibility in its contracts with subcontractors to clarify who ultimately will do the work. If conflicts arise between the Contractor and subcontractor about who is responsible for which work to be done it is the Contractor's responsibility to make sure the work gets done in time even if the dispute between Contractor and subcontractor gets settled later.

The City Engineer shall have the right to make final and binding decisions on disputes between the Contractor and any other subcontractor operating in the area regarding: (a) access to the site with work force, equipment, and/or materials to their work area or (b) their adjacent work areas.

The Contractor shall cooperate with other trades and City personnel in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical or piping or ducting work to better fit the general installation, such work shall be done at no extra cost to the City, provided such decision is reached prior to actual installation. The Contractor shall check location of electrical outlets with respect to other installations before installing.

The Contractor shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be nonfreezing type such as A-B-C rated dry chemical, of not less than 10-pound capacity each. In addition, any subcontractor who maintains an enclosed shed on the site shall provide and maintain, in an accessible location, one or more similar nonfreezing type fire extinguisher in each enclosed shed.

The area to be set aside for the work under this contract is shown on the drawings, and the Contractor shall confine the construction to the immediate area within the construction limits. The Contractor shall immediately upon entering the site for purpose of beginning work, locate general reference points and take such action as is necessary to prevent their destruction. The Contractor shall lay out its work and be responsible for all lines, elevations and measurements of the building and other work executed under its Contract. The Contractor must exercise proper precaution to verify dimensions on the drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution. The Contractor shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the City before commencing work. Starting of work by the Contractor shall imply acceptance of existing conditions. Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress. Any special traffic control during construction involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control Devices.

Using datum, the lot lines and present levels have been established as shown on the drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by the Contractor, who shall be responsible for them. As work progresses, the Contractor shall lay out on forms and floor, the locations of all partitions, walls and fix column centerlines as a guide to all trades. The Contractor shall make provision to preserve property line stakes, benchmarks, or datum point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or employees, the Contractor responsible shall pay the cost of restoration.

The City's payment and guarantee provisions and when and how the City will accept the work are listed in the Standard Specifications under Sections 105.15 and 110.5.

## 12. GUARANTEES

All work, material and equipment is guaranteed by the Contractor to be free of faults for at least one year or longer if specified elsewhere. This year begins from the date of final acceptance from the City, which is stated in the Standard Specifications under Section 105.16. The Contractor agrees to return to the

project and commence work as directed upon notification by the City and will furnish at his own expense all necessary labor and material to make proper repairs or corrections made necessary by defective material or inferior workmanship furnished or performed under this contract. If a subcontractor is not complying, the Contractor is held responsible.

All corrections and repairs are to be made no more than 30 days after notification of the Contractor for equipment and material that is not critical to the operation of the building. Critical equipment and material, including but not limited to HVAC, roofing, electrical, elevator, shall be repaired or brought into temporary and safe working condition in less than 7 days and temporary alternatives have to be provided by the Contractor. If Contractor fails to do so the City reserves the right to perform the work himself or subcontract a different Contractor and charge the Contractor the full cost of the repair and correction and cost of any material, rental fee, labor and equipment to provide temporary relief and protection to enable safe operation of the building.

### 13. SUSTAINABLE CONSTRUCTION METHODS AND MATERIALS

All construction methods and materials shall meet these requirements unless specified differently elsewhere. Contractor is to provide all documentations, certifications and other material necessary to prove compliance to the City and third party certifiers.

Construction Activity Pollution Prevention:

- Follow Requirements in Storm Water Pollution Prevention Plan (SWPPP) and Erosion and Sedimentation Control (ESC) Plan
- Stabilize any relocated and moved soil with fast growing grasses and place mulch (hay, woodchips, straw) on it to cover and hold soil
- Divert surface runoff from distributed areas into sediment basin or sediment traps with a mound of stabilized soil
- Construct posts with filter fabric media to remove sediment from stormwater leaving the site.

Site Development:

- Follow requirements in site development plan and don't disturb areas beyond the marked areas

Construction Waste Management:

The contractor shall be responsible for meeting all the requirements of the Madison General Ordinance, Chapter 10, Section 10.185, Recycling and Reuse of Construction and Demolition Debris, for commercial buildings. The contractor shall be required to obtain the Certification and Audit of Compliance as required. In addition the contractor shall make all reasonable efforts to:

- Recycle all recyclable material. This includes any material for which there is a recycling facility in Wisconsin.
- Separate all waste material in plastic, metal, paper, acoustical tile, brick, concrete, clean wood, glass, gypsum drywall, carpet and insulation and provide designated on-site collection areas.
- Keep track of volume and weight of each material and track if it was recycled or disposed otherwise.
- Keep track of volume and weight of donated material and site reused on site
- Haul all recyclable material to recycling facility if one is available in the county at no cost to the City.
- It is permissible to separate waste off-site by specialized recycling contractor. This contractor needs to be provide proof of recycling and needs to be WASTECAP certified as "Accredited Professional in Construction and Demolition Debris Recycling".

Indoor Air Quality:

- During construction the recommended control measures of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) IAQ guidelines for occupied buildings under construction, (1995, chapter 3) must be met or exceeded.
- Stored on-site or installed absorptive material must be protected from moisture damage.
- In case permanently installed air handlers are used for ventilation, filtration media with a Minimum efficiency Reporting Value (MERV) of 8 shall be used at each return air grille, as determined by ASHRAE 52.2-1999. Contractor shall replace all filtration media immediately prior occupancy.

- All to be installed ductwork, air handlers and other equipment later connected to the indoor air path are to be protected from dirt and debris.

#### 14. SCHEDULE OF OPERATIONS

Within 10 calendar days after the effective date of Start Work Letter, the Contractor shall provide an installation schedule to the project manager. This schedule must show the completion of the project within the stated Contract Time of Completion for the project. Extensions to Contract Time of completion must be made in writing to the project manager or as the requirements of the City's Standard Specifications section 109.8.

**This schedule will need to coordinate with the scheduled use of the shelter.** Updated scheduled shall be provided to the project manager as the duration of the project changes.

Install work in phases to accommodate City's occupancy requirements. During the construction period coordinate electrical schedule and operations with the City.

#### 15. DOCUMENTS

All electronic files used or created for this project become property of the City. All files have to be submitted to the City upon request and once each phase (design, construction) is completed. Only Microsoft Office, PDF, and AutoCAD version 2008 and lower documents are acceptable. All documents that once existed in Microsoft or AutoCAD version must be submitted in such. AutoCAD files have to be submitted in original drawing form for further use in future projects. Sheet-set files alone will not be sufficient. All AutoCAD files must be submitted as PDF in addition. The Contractor can use CAD files and other files necessary for this project upon request.

The City or designee will provide the Contractor with a suitable set of Contract Documents on which daily records of changes and deviations from contract shall be recorded. Dimensions and elevations on the record drawings shall locate all buried or concealed piping, conduit, or similar items.

The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted. During the first week of each month, the Contractor shall present, at the project site, the job copy showing variations and changes to date to the City for review.

During first week of each month, the Contractor shall present at the project site all changes to architectural/engineering plans for review. At completion of the project, the Contractor shall submit the marked-up record drawings to the City prior to final payment.

Contractor shall provide list with all equipment installed. This list shall contain, but not limited to, type, make and special product key and number. For grant purposes the contractor may have to provide detailed information about equipment installed and labor provided to third party institutions, such as Focus on Energy.

#### 16. QUALITY ASSURANCE

Any installed material not meeting the specification requirements must be replaced with material that meets these specifications without additional cost to the City.

All products and materials used are to be new, undamaged, clean and in good condition. Existing products and materials are not to be reused unless specifically indicated.

Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the Contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the performance from the system into which these items are placed. This may include changes found necessary during the testing, adjusting, and balancing phase of the project.

Welding procedures, welders, and welding operators for all building service piping to be in accordance with certified welding procedures of the National Certified Pipe Welding Bureau and Section 927.5 of ASME B31.9 Building Services Piping or AWS 10.9 Qualification of Welding Procedures and Welders for Piping and Tubing. Before any metallic welding is performed, Contractor to submit his Standard Welding Procedure Specification together with the Procedure Qualification Record as required by Section 927.6 of ASME B31.9 Building Services Piping. Before any metallic welding is performed, Contractor to submit his Standard Welding Procedure Specification together with the Procedure Qualification Record as required by Section IX of the ASME Boiler and Pressure Vessel Code and/or the National Certified Pipe Welding Bureau. Before any polyethylene fusion welding is performed, Contractor to submit certification that the welders to be used on this project have successfully demonstrated proper welding procedures in accordance with the Code of Federal Regulations, Title 49, Part 192, Section 192.285.

Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage of finished work to its original state. Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only in rubber-tired wheelbarrows, buggies, trucks or dollies. Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those surfaces. All structures and equipment shall be constructed, installed and operated with guards, controls and other devices in place.

Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting any work under this contract. Contractor shall notify the City in writing in case of discrepancies between existing work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. The City will evaluate the notice and direct what remedial action will be taken.

Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who applied work to defective surfaces.

The Contractor shall:

- Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks, curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to prevent accidents to the public and the workmen at the job site.
- Notify adjacent property owners if their property interferes with the work so that arrangements for proper protection can be made.
- Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building excavation. Provide temporary protection around openings through floors and roofs, including elevator openings, stairwells, and edge of slabs.
- Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered during excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
- Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of the work.
- Protect the building and foundations from damage at all times from rain, ground water and back up from drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.
- Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns shall be replaced with sod.
- Protect materials, work and equipment, not normally covered by above protection, until construction proceeds to a point where the general building protection of the area where located,

dispenses with the necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as specified above.

- Take all necessary precautions to protect the City's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to work on this project.
- Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.
- Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the City or remove and replace with new work at the Contractor's expense.
- Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting and trimming only as approved and as directed by the City.
- The value of trees destroyed or damaged will be charged against the account of the Contractor responsible for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size.

The contractor shall be fully responsible for inspecting the work of its suppliers, and subcontractors to assure that the work complies with the standards for materials and workmanship required by the contract documents.

The Contractor shall:

- Monitor quality control over subcontractors, suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of the quality specified in the contract documents.
- Comply fully with manufacturer's instructions, including each step in sequence.
- Request clarification from the City before proceeding with work when manufacturers' instructions or reference standards conflict with Subcontract Documents.
- Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or manufactures instructions require more precise workmanship.
- Ensure that work is performed by persons specializing in the specific trade and class of work required, and qualified to produce workmanship of specified quality.
- Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, physical distortion or disfigurement.

If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the contract set forth in the contract Documents, the provisions in the contract Documents shall take precedence.

When required by individual Specification sections, Contractor shall provide the following services from a manufacturer's representative:

- Review of Specifications and design and concurrence or suggestions for modification.
- Site observation of conditions of use and substrate.
- Observation of the installation work in progress and on completion.
- Start up, testing, and adjustment of equipment.
- Instruction to the City in operation and maintenance.
- Provide written signed report by manufacturer's representative documenting services provided and any comments or recommendations.

The work will be inspected by City inspectors and/or independent inspection service personnel under coordination of the City. All work is subject to inspection and shall remain accessible and exposed until it has been inspected by the City. The contractor shall notify the City inspector when critical work inspections points of the project are visible or uncovered as required by the City inspector. Any work covered up or made inaccessible before such inspection shall be uncovered and made accessible without additional expense to the City. The City can request inspection of delivered material to confirm meeting of standards and specifications. An installation under supervision of the City can be requested to check proper installation. Contractor is to grant access to all material and finished and unfinished work at any

time upon request. At least 3 business days notice has to be given to the City prior to arrival of material and equipment to be inspected. This includes concrete, which will be sampled and tested by the City.

Inspection or testing performed by the City Engineer or his designee shall not relieve the Contractor from responsibility for performing his own quality control and for complying with the requirements of the contract Documents. The City will not be responsible for the Contractor's failure to carry out work in accordance with the contract Documents.

Cooperate and arrange meetings with City or designee (Cx) with any commissioning process. Fill out and submit all documents required by Cx. Commissioning checklists need to be filled out truthfully at the time indicated. This includes but is not limited to delivery checklist (at time of delivery), installation checklist (at time of installation) and start up checklist (at time of startup).

Commissioning involves among other things:

- Inspection of material arriving at site regarding right type, number and undamaged package and proper storage.
- Inspection of installation
- Test of proper function
- Review of Training and submitted O&M material
- Test of proper function before end of warranty period

## 17. CODES AND PERMITS

Applicable provisions of Public Law, the Constitution and Laws and Statutes of the State of Wisconsin and the codes and regulations of the Department of Energy are hereby referred to and made a part of this contract and all work performed shall be in accordance with such laws, regulations and the latest edition or supplement or amendment thereto in effect at the time of submittal of bid shall be considered to be the issue in effect (unless shown otherwise) of all applicable codes including, but not limited to:

1. Wisconsin Building Code
2. Wisconsin Electrical Code
3. Wisconsin Mechanical Code
4. Wisconsin Plumbing Code
5. Wisconsin Energy Code
6. Wisconsin Fire Code
7. NFPA 70 National Electrical Code
8. General Services Administration 41 CFR Part 101-19
9. Americans with Disabilities Act (ADA)
10. Energy Conservation Performance Standards,
11. Local Codes

Contractor is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances, and all rulings and interpretations of code requirements being made by all authorities having jurisdiction over the work performed by them, applicable to the construction and operation of systems covered by this contract. Where codes or standard specifications other than those listed in this paragraph are referred to in the different Divisions of these specifications, it is understood that they apply as fully as if cited here. Where differences exist between codes affecting this work, the code affording the greatest protection to the City shall govern.

Maintenance clearances shall be maintained around equipment as required by the Codes and Standards, and as recommended by the equipment manufacturers. The maintenance envelope and equipment access shall be kept clear of any obstruction. It is Contractor's responsibility to enforce these requirements with all the Contractors. The Contractor shall be responsible for correcting any infringement on this requirement at no cost to the City.

All cost for items and procedures necessary to satisfy requirements of all applicable codes, ordinances and authorities, whether or not these are specifically covered by drawings or specifications. All cases of serious conflict or omission between the drawings, specifications, and codes shall be brought to the City's



attention as herein before specified. The Contractor shall carry out work and complete construction as required by applicable codes and ordinances and in such a manner as to obtain approval of all authorities whose approval is required.

Contractor is responsible for obtaining permits at its own cost including expenses for supporting documents. Deliver original permits to the City before work starts. Obtain and pay for all required installation inspections except those provided by the City. Deliver originals of these certificates to the City. Include copies of the certificates in the Operating and Maintenance Instructions. Contractor shall arrange all required inspections and correct all deficiencies at no cost to the City.

The Contractor must maintain all licenses required for the work performed and required by authorities. In addition all licenses and certificates required elsewhere have to be maintained. If a Contractor loses a license for whatever reason he must inform the City immediately after learning about that himself. The Contractor must submit proof of holding the license or certificate upon request.

## 18. SUBMITTALS

Documents have to be submitted in electronic form (PDF) as described elsewhere in addition to hardcopies no later than 3 business days after start work letter is issued. The City or designee will review, and process shop drawings and other required submittals with reasonable promptness. No delay will be allowed in the progress of the job attributable to Contractor's failure to supply submittals in time.

The Contractor shall submit three (3) prints of all shop drawings, submittal data consisting of brochures, product data sheet, catalogs, material lists, wiring diagrams, Material Safety Data Sheets (MSDS), samples, erection drawings, and equipment layouts for review by the City Engineer or his designee. General catalog sheets showing a series of the same device is not acceptable unless the specific model is clearly marked. Submittals shall be processed with such promptness as not to cause delay to the work or to that of any other Contractor. Each submittal shall be provided together with a transmittal letter or form. The following information shall be included on all submitted documents: Agency/Location/Address obtained, project number, building name, project name. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.

Submit all original documents providing information regarding sustainability requirements including but not limited to recycled content, VOC, certified wood, disposal certificates and transportation distance. Contractor is required to prove that material and methods used meet all requirements specified elsewhere.

The City or designee will return the marked and stamped drawings together with transmittal letter or form to Contractor. If re-submittal is required, the City Engineer or designee will so note and Contractor shall make another submission for review after correction resolving the review comments on the prior submittals. The above procedure shall be repeated until the City Engineer or designee favorably reviews the submittal. The submittals must be approved before material is ordered and fabrication is authorized.

The City Engineer's or designee's favorable review of shop drawings and other submittals shall not relieve the Contractor of responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the City Engineer's or designee's attention to such deviations at the time of submission, and the City Engineer or designee has acknowledged in writing such deviations; nor shall it relieve the Contractor from responsibility for errors of any sort in such drawings. If deviations, discrepancies, or conflicts between shop drawing submittals and the drawings and specifications are discovered either prior to or after the shop drawing submittals are reviewed by the City Engineer or designee, the drawings and specifications shall control and shall be followed. The Contractor shall be responsible for and shall check the correctness of all documents including those subcontractors prior to submitting them to the City for review.

The Contractor shall furnish prints of the favorably reviewed final shop drawings, erection drawings, equipment layouts and vendor data to subcontractors and suppliers for the proper coordination of their

work. The Contractor shall keep one (1) complete set of the above documents at the job site for the use of the City.

After the completion of the project, and prior to final payment, submit:

- One (1) copy of the Waste Manifest Records to the The City, if required in accordance with "Safety and Environment" Requirements Article "HAZARDOUS SUBSTANCES".
- The original and one (1) copy of all guarantee/warranty documents.

## 19. DRAWINGS AND SPECIFICATIONS

Drawings indicate approximate locations of the various items. These items are shown approximately to scale and attempt to show how these items should be integrated with building construction. Locate all the various items on-the-job measurements in conformance with code and cooperation with other trades.

Before locating items, confer with the City as to desired location in the various areas. In no case items shall be located by scaling drawings. Contractor must relocate items and bear cost of redoing work or other trades' work necessitated by failure to comply with this requirement.

If electrical items are to be relocated within 10 feet of location shown on drawings and Contractor is informed before work is begun on this portion of the job, the relocation shall be at Contractor's expense. Drawings are schematic in nature and are not intended to show exact locations of conduit but rather to indicate distribution, circuitry, and control.

Standard Specifications: Standard Specifications such as ANSI, AASHO, AWWA, AISC, Commercial Standards, Federal Specifications, NEMA, UL, and the like incorporated in the requirements by reference shall be those of the latest edition at time of receiving bids, unless otherwise specified. The manufacturers, producers and their agents of required materials shall have such specifications available for reference and are fully familiar with their requirements as pertains to their product or material.

Contract Drawings and Specifications on the Job: contract drawings shall be kept on the job by the Contractor shall include at least one copy of Drawings and Specifications, all approved shop and erection drawings and schedules, lists of materials and equipment, as-built drawings, addenda and bulletins, documents relevant to the work. The list of Subcontract drawings is attached to these Specifications.

Maintain a complete, precise, accurate dimensioned record of actual locations of the work, including concealed and embedded work, size and type of equipment, and every change or deviation from original contract drawings at the site. Keep this record legible and correct weekly as the job progresses on black or blue-line prints. Keep Record Drawings available for inspection at all times. Drawings will be inspected before approval of requests for payment.

It shall be the responsibility of the Contractor to submit to the City within ten (10) days after final inspection, one complete marked-up set of contract drawings fully illustrating all revisions made by all the crafts in the course of the work. This shall include all field changes, adjustments, variances, substitutions and deletions, whether covered by Change Order or not. Underground utility installations must be located precisely as constructed on the marked-up drawings.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, and the City shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In addition to verifying at the site all measurements shown on the Drawings, Contractor shall consult the Drawings and Specifications of related work or existing construction that may in any manner affect the work of this contract. Contractor shall promptly report to the City, in writing, any errors, omissions, violations, or inconsistencies that may be discovered as a result of such verifications; otherwise, it shall be understood that Contractor accepts all such related data and conditions without reservations.

Layout of existing piping, conduits, and locations of equipment are shown as exactly as could be determined during design of the facilities; but their accuracy, particularly when such layouts and drawings

are schematic, cannot be guaranteed. Contractor shall check all Specifications including the Drawings for possible interference with electrical, mechanical, and structural details, as well as interference with existing building or equipment, and shall notify the City of the interference for resolution of the interference before commencing work. Any completed work that interferes shall be corrected by Contractor at Contractor expense so that the original design can be followed.

## 20. OPERATION AND MAINTENANCE DATA

Submit data bound in 8-1/2 x 11 inch (A4) text pages, Use three D side rings if necessary and binders with durable plastic covers. Submit all documents in electronic form as well as in hardcopy. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.

Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20-pound white paper, in three parts as follows:

- Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
- Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
  1. Significant design criteria.
  2. List of equipment (including assigned equipment numbers).
  3. A description of recommended replacement parts and materials, which the City should stock.
  4. Parts list for each component.
  5. A summary of equipment vendors, or location where replacement parts can be purchased.
  6. List indicating types and grades of oil and/or grease, packing materials, normal and abnormal tolerances for devices, and method of equipment adjustment.
  7. Copies of all approved submittals.
  8. Operating instructions.
  9. Maintenance instructions for equipment and systems, Preventive maintenance recommendations.
  10. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  11. Manufacturer's wiring diagrams for electrically powered equipment.
  12. A complete set of record control drawings.
  13. Additional information as indicated in the technical specification sections
- Part 3: Project documents and certificates, including the following:
  1. Product data.
  2. Air and water balance reports.
  3. Certificates.
  4. Photocopies of warranties.
  5. Name, address, and telephone number of the person or office to contact for service during the warranty period.
  6. Name, address, and telephone number of the person or service organization to be contacted for service after the warranty period.

Submit 1 draft copy of completed volumes 15 [fifteen] days after approval of applicable submittal or receipt of the product. Revise content of all document sets as required prior to final submission. Submit 2 [two] sets of revised final volumes, within 10 [ten] days after final inspection.

## **21. SAFEGUARDS - EXISTING EQUIPMENT, UNDERGROUND UTILITIES AND ARTIFACTS**

Existing utilities, including those listed as abandoned, shall not be moved or otherwise disturbed without written verification by the City that the utility is abandoned.

When altering existing facilities, the Contractor shall take every precaution to preserve and protect existing facilities, both those to be altered and those to remain unaltered that are within the limits of the work.

The Contractor shall notify the City of structural members, piping, conduit, or equipment not indicated for removal that may cause interference with the work. Work shall not proceed in the affected area until instructions have been issued. Do not drill or penetrate existing structures without prior permission. The removal of existing work shall be by methods that will not jeopardize the integrity of structures or systems that are to remain.

Existing utilities, including but not limited to roof drainage systems, underground cables, ducts, roadways, manholes, building fire alarm, public address or telecommunications wiring shall not be moved or otherwise disturbed, nor electrical circuits or switches operated or taken in or out of service, without prior consent of the City. Contractor shall compensate loss to the City resulting from damage to utilities.

If bones or artifacts are encountered during digging, the City requires that the Contractor stop work within a 50-foot radius of the find and immediately notify the City. Work may continue only with approval from the City.

## **22. ACCESS PANELS AND DOORS**

Not applicable

## **23. SLEEVES AND OPENINGS**

The Contractor requiring sleeved openings shall furnish and install all sleeves required for their penetrations. Contractors furnishing sleeves to others for installation shall do this in a timely manner so as not to impede the project schedule.

Openings that are required and are not shown on the structural and/or architectural drawings shall be the responsibility of the Contractor requiring the openings. The Contractor shall install sleeves for these openings or cut openings as needed (including floor openings within chases).

The Contractor shall be responsible for coordinating locations of their sleeves with work of other trades. The Contractor who requires sleeves and/or openings shall submit through the Contractor, to the City for review and approval, layout drawings of all such required sleeves and/or openings. Sleeve and opening layout drawings shall be received by the City a minimum of two weeks prior to installation of the sleeves and openings. Sleeve and opening sizes and locations shall be dimensioned from column lines and floor elevations or from a point of reference approved by the City.

Provide galvanized sheet metal sleeves for pipe and conduit penetrations through interior and exterior walls to provide a backing for sealant or firestopping. Patch wall around sleeve to match adjacent wall construction and finish. Grout area around sleeve in masonry construction. In finished spaces where pipe penetration through wall is exposed to view, sheet metal sleeve shall be installed flush with face of wall. Pipe sleeves in new poured concrete construction shall be schedule 40 steel pipe (sized to allow insulated pipe to run through sleeve), cast in place.

In all piping floor penetrations, fire rated and non-fire rated, top of sleeve shall extend 2 inches above the adjacent finished floor. In existing floor penetrations, core drill sleeve opening large enough to insert schedule 40 sleeve and grout area around sleeve with hydraulic setting, non-shrink grout. If the pipe penetrating the sleeve is supported by a pipe clamp resting on the sleeve, weld a collar or struts to the sleeve that will transfer weight to existing floor structure.

For floor penetrations through existing floors in mechanical, food service areas, parking ramps, sanitary pumping stations, swimming pool equipment rooms, chemical storage and hazardous waste storage rooms and other wet locations or locations that can get wet by accident or failure of a component, core drill opening and provide a sleeve fastened to floor surrounding the penetration or group of penetrations to prevent water from entering the penetration. Top of sleeve shall be 4 inches above the adjacent floor. Provide urethane caulk between angles and floor and fasten angles to floor a minimum of 8" on center. Seal corners water tight with urethane caulk. Or, core drill sleeve openings large enough to insert schedule 40 sleeve and grout area around sleeve with hydraulic setting non-shrink grout/cement. Size sleeve to allow insulated pipe to pass through sleeve and paint the sleeve.

Pipe sleeves for conduits 6" in diameter and smaller, in new poured concrete construction, shall be schedule 40 steel pipe, plastic removable sleeve or sheet metal sleeve, all cast in place.

#### **24. LOOSE AND DETACHABLE PARTS**

Contractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this Contract, until completion of the work and shall turn them over to the City to receive them.

Furnish one can of touch-up paint for each different color factory finish furnished by the Contractor. Deliver touch-up paint with other "loose and detachable parts".

#### **25. STAIRS, SCAFFOLDS, HOISTS, ELEVATORS OR CRANES**

The Contractor shall furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work by all trades, and shall remove them on completion of the work. The Contractor shall erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails, and shaft protection. Contractors requiring scaffolds shall make arrangements with the Contractor, or shall provide their own and remove them on completion of the work. The Contractor shall underlay its interior scaffolds with planking to prevent uprights from resting directly on the floor construction.

Contractor shall provide and pay for its own hoist/crane or other apparatus necessary for unloading/setting or moving their equipment and materials. Installation and removal of equipment for this activity must be accounted for in the Project Schedule. Equipment and operations for this activity shall comply with applicable Department of Commerce and OSHA requirements. No material hoist may be used to transport personnel unless it meets Department of Commerce and OSHA requirements for that purpose.

Existing elevators may be used on a limited basis with the City's permission and agreement. The Contractor will pay costs of warranty extensions and additional service work required. Appropriate protection must be provided by the using Contractor and that Contractor shall be responsible for any structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and components.

### **PART 2 – PRODUCTS**

#### **1. SPECIFIED ITEMS – SUBSTITUTES**

Wherever catalog numbers and specific or trade names are used in conjunction with a designated material, product, thing, or service mentioned in these Specifications, they are used to establish the standards of quality, utility, and appearance required. Substitutions, which are equal in quality, utility, and appearance to those specified, will be approved, subject to the following provisions:

All Substitutions must be accepted by the City Engineer or designee in writing. The City Engineer or designee will accept, in writing, such proposed substitutions as are in his or her opinion, equal in quality, utility, and appearance to the items or materials specified. Such acceptance shall not relieve the

Contractor from complying with the requirements of the drawings and specifications, and the Contractor shall be responsible at Contractor's own expense for any changes resulting from Contractor proposed substitutions which affect the other parts of Contractor's own work or the work of others.

The manufacturer shall be a company specializing in the manufacture of the specified equipment and accessories with minimum five years documented experience.

Failure of the Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by the City Engineer or designee of any substitutions otherwise proposed.

## 2. APPROVED TESTING LABORATORIES

The following laboratories are approved for providing electrical product safety testing and listing services as required in these specifications:

- Underwriters Laboratories Inc.
- Electrical Testing Laboratories, Inc.

## PART 3 – EXECUTION

### 1. INSTALLATION

Install in accordance with manufacturer's instructions and all code requirements. Provide the City or designee with copy of manufacturer's instructions prior to installation. Coordinate equipment location with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. Locate equipment to provide access space for servicing all components. Install in accordance with recognized industry practices. The manufacturer's latest recommendations at the time of bidding shall be used.

Startup and test equipment and adjust operating and safety controls for proper operation.

Contractor shall coordinate work with existing equipment so that all systems, equipment and other components will fit the available space, and will allow proper service and repair. Each location needs to be approved by the City or designee. This also applies to existing equipment if newly installed equipment interferes with its accessibility. Location of equipment has to fit into existing panels, decoration or finish. The City can request minor position changes of equipment before the work has begun.

The Contractor shall cooperate in reducing objectionable noise or vibration. If noise or vibration is a result of improper material or installation, these conditions shall be corrected at no cost to the City. Abnormal buzzing in equipment is not acceptable.

#### Carpentry, Cutting, Patching, and Core Drilling:

Provide carpentry, cutting, patching, and core drilling required for installation of material and equipment specified in the scope of work. Do not cut, core, or drill structural members without consent of the The City.

#### Waterproof Construction:

Maintain waterproof integrity of penetrations of materials intended to be waterproof. Provide flashings at exterior roof penetrations. Caulk penetrations of foundation walls and floors watertight. Provide membrane clamps at penetrations of waterproof membranes. Provide waterproof NEMA 3R enclosures for all equipment or devices mounted outside or otherwise exposed to the weather.

#### Workmanship:

Install using procedures defined in NECA Standard of Installation and shall be conform with all codes and regulations. Materials and equipment of the types for which there are National Board of Fire Underwriters' Laboratories (UL) listing and label service shall be so labeled and shall be used by Contractor.

#### Modifications to existing construction and Alterations:

Alter, extend and reconnect existing conduit as necessary. Reconnect existing conduits, which were reused, cut or exposed because of construction as quickly as possible. Where wiring is involved, new wires shall be "pulled in" between the nearest available accessible reused outlets to the extent allowed by the governing code. Furnish and install new conduits for wires if they cannot be "pulled in" to existing conduits. All new conduits, wiring, and electrical items shall be connected to the existing systems so as to function as a complete unit. Where existing electrical equipment, devices, fixtures, electrically operated items, etc., interfere with any remodeling work, they shall be removed and reinstalled in another location to avoid such interferences. All existing and relocated equipment shall be left in good operating condition. Include in bid removal from service of existing electrical material and equipment as specified hereinafter, as noted on the drawings, or as needed by field conditions.

#### Painting of Equipment and Hardware:

Provide moisture resistant paint for all exterior painting. Colors shall be as shown on the drawings unless specified. Refer to individual Sections and construction drawings for painting requirements. All exposed conduits, raceways and gutters inside and outside the building shall be painted to match the wall color.

## 2. DELIVERY, STORAGE AND HANDLING OF MATERIALS

Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. The City will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any or employee of the City shall not constitute acceptance or responsibility for any of the materials or equipment. It is the Contractor's responsibility to assume liability for equipment or material delivered to the job site.

Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays. Materials and equipment shall be delivered to the site in adequate time to ensure uninterrupted progress of the work and inspection of material by the City. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Care shall be taken to prevent damage to materials and equipment during loading, transporting and unloading. Packaged materials and equipment shall be delivered to the site in original, undamaged containers bearing manufacturer's name, with seals unbroken. Packaged units shall be delivered in their original crates. Store in a clean and dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic. Promptly inspect shipments to insure that the material is undamaged and complies with specifications. Materials or equipment, which do not conform to the Specifications or are damaged shall not be incorporated in the work and shall be immediately removed from the site.

Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this Contractor, restore any opening to its original condition after the apparatus has been brought into the building.

Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or by specific direction of the City. The storage of materials on the grounds and within the building shall be in strict accordance with the instructions of the City. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system. The City assumes no responsibility for materials stored in building or on the site. The Contractor assumes full responsibility for damage due to the storage of materials. Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the Contractor.

Material shall be stored according to manufacturer's recommendations as a minimum. Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground. Materials, construction sheds, and earth stockpiles shall be located so as not to interfere with the installation of the utilities nor cause damage to existing lines. Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move it at the Contractor's expense, when directed by the City. All materials affected by moisture shall be stored on platforms and protected from the weather. In addition, material must be stored in a location protected from vandalism and weather. If material is stored outside,

it must be covered with opaque plastic or canvas with provision for ventilation to prevent condensation and for protection from weather. If necessary, material will be stored off site at the Contractor's expense. Offsite storage agreements will not relieve the Contractor from using proper storage techniques. Storage and protection methods must allow inspection to verify products.

All materials shall be stored in a manner that prevents release of hazardous material to the environment. All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to the City as soon as possible. Please note that the Standard Specifications Section 107.4(f) must be followed and overrides any provision in these specifications.

Cover pipes and ducts to prevent corrosion or deterioration while allowing sufficient ventilation to avoid condensation. Do not store materials directly on grade. Protect pipe, duct, tube, and fitting ends so they are not damaged. Where end caps are provided or specified, take precautions so the caps remain in place. Protect fittings, flanges, and unions by storage inside or by durable, waterproof, above ground packaging.

Store windows and doors in upright position, off ground, under cover and protected from sunlight, weather and construction activities.

### **3. DEMOLITION**

Perform all demolition as indicated on the drawings to accomplish new work. Demolition Drawings are based on casual field observation and/or existing record documents. Verify field measurements and circuiting arrangements as shown on Drawings, verify that abandoned wiring, piping, ducting and equipment serve only abandoned facilities. Report discrepancies to the City before disturbing existing installation. Beginning of demolition means installer accepts existing conditions.

Before demolition of any load bearing concrete a ground-penetrating radar or concrete X-ray scan needs to be performed to detect any rebar. This work shall be performed at least a week before demolition starts to give A/E the opportunity to resolve any issues by rebar or other obstacles in unexpected locations. Drawings with existing subsurface obstacles may not be correct and shall not be relied on.

Where demolition work is to be performed adjacent to existing work that remains in an occupied area, construct temporary dust partition to minimize the amount of contamination of the occupied space. Where pipe or duct is removed and not reconnected with new work, cap ends of existing services as if they were new work. Coordinate work with the City to minimize disruption to the existing building occupants.

All pipe, wiring and associated conduit, insulation, ductwork, and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began. All piping and ductwork specialties are to be removed from the site by the Contractor unless they are dismantled and removed or stored by the City. Verify whether or not PCB ballasts exist in light fixtures, which will be disposed of. If PCB light fixture ballasts exist, then follow requirements in other sections related to electrical work.

Patch holes and openings caused by removal of material and equipment, or formerly covered by such, with like material and texture of surrounding surface. Painting is not necessary unless noted otherwise.

Approval of all legal institutions shall be obtained prior to disposal of any equipment and materials. All disposal has to be in compliance with all local, county, state and nationwide regulations. All disconnected wiring shall be removed from all raceway systems, panels, enclosures pull boxes, junction boxes etc. irrespective of whether the removal is specified in the construction documents or not. The empty raceway systems shall be tagged spare on both ends of each termination.



Don't demolition equipment and material that is to stay in place. Replace and repair any equipment and installations that get damaged during demolition.

#### **4. CUTTING, PATCHING AND PAINTING**

Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below floors, etc., shall be by the Contractor who requires the access, unless shown on the bid documents otherwise or noted otherwise.

The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together, or to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may be directed by the City. Holes cut in exterior walls and/or roofs shall be waterproofed.

The Contractor who cuts shall also be responsible for patching. Where cutting and patching is required, the Contractor shall hire individuals skilled in such work to do cutting and patching. The Contractor who removes or relocates building components which leaves a remaining opening shall be responsible for patching the opening.

Patching includes repairing openings to match adjacent construction and painting the surface to match existing surface including texture.

Painting means covering the entire wall where patching is to be done to nearest break point or corner unless indicated to be done by other trades. All painting will require patching. This includes all painting included in other sections.

Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.

Do not pierce beams or columns without permission of the City and then only as directed in writing. If any ductwork, piping, conduit, etc. is required through walls or floors where no sleeve has been provided, use a core drill or saw cut to prevent damage and structural weakening.

Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or replacement, in that particular work and the cost shall be charged to the party responsible for the damage. The City reserves the right to disallow any means and/or methods that, in the opinion of the City, are harmful to and/or not in the best interest of preserving the improvements receiving the work.

#### **5. CONCRETE WORK**

Provide all layout drawings, anchor bolts, metal shapes, and/or templates required to be cast into concrete or used to form concrete for support or installation of electrical, mechanical, plumbing piping, fixtures, specialties and equipment. This includes but is not limited to piping thrust restraints, pipe supports, hydrant supports, manholes, catch basins, grease traps, septic tanks, distribution boxes, valve pits, meter pits, cleanout cover pads, yard hydrant pads, etc. Coordinate locations of equipment, pipe penetrations in wet areas, etc. with other trades.

Unless noted otherwise provide cast in place concrete for equipment pads, manhole bases and thrust blocks. Concrete to be 3,000 psi at 28 days, 3/4 inch aggregate, five bags cement, three inch slump, air entraining admixture. The ACI 614 Recommended Practice for Measuring, Mixing and Placing of Concrete shall constitute the execution requirements.

#### **6. EXCAVATION, BACKFILL, AND SURFACE RESTORATION**

The contractor shall restore any damaged done to the lawn by their equipment: Apply areas with topsoil of clean, friable, fertile topsoil conforming to D.O.T. Section 625, free from debris, lumps, rocks, roots, plants and seeds. Grade surfaces to match adjacent elevations. Rake smooth, free of lumps and debris. Sod with good quality nursery sod conforming to D.O.T. Section 631, be uniform, dense, free from weeds

and consist of approximately 60% Kentucky blue grass and the balance perennial rye, fescue and white clover. Place sod with joints staggered and abutting. Maintain lawn areas for one month after installation. Department will be responsible for necessary watering and mowing. Contractor needs to inform Department about watering needs. Do necessary weeding, repair, reseeding or resodding until uniform catch is obtained.

## 7. DEWATERING

Not applicable

## 8. SEALING AND FIRESTOPPING

The Contractor penetrating a fire rated wall/floor/ceiling is responsible for sealing this opening to the same rating as the wall/floor/ceiling is rated.

Sealing and firestopping of sleeves/openings between conduits, cable trays, wire ways, troughs, cablebus, busduct, pipes, ducts etc. and the structural or partition opening shall be the responsibility of the Contractor whose work penetrates the opening. The Contractor responsible shall hire individuals skilled in such work to do the sealing and firestopping. These individuals hired shall normally and routinely be employed in the sealing and fireproofing occupation.

### FIRE AND/OR SMOKE RATED PENETRATIONS:

Install approved product in accordance with the manufacturer's instructions where an installation penetrates a fire/smoke rated surface. When pipe is insulated, use a product, which maintains the integrity of the insulation and vapor barrier.

Where firestop mortar is used to infill large fire-rated floor openings that could be required to support weight, provide permanent structural forming. Firestop mortar alone is not adequate to support substantial weight.

Whenever possible, avoid penetrations of fire and smoke rated partitions. When they cannot be avoided, verify that sufficient space is available for the penetration to be effectively fire and smoke stopped. All firestopping systems shall be by the same manufacturer. Firestop systems shall be UL listed or tested by an independent testing laboratory approved by the Department of Commerce. The Contractor will be responsible for selecting the appropriate UL tested fire stop system for each application required on the project and will submit this to the City or designee for review. Each firestop manufacturer has specific details for different applications they have tested.

Manufacturers: 3M, STI/SpecSeal, Tremco, Hilti or approved equal.

Submittals: Contractor shall submit product data for each firestop system. Submittals shall include product characteristics, performance and limitation criteria, test data, MSDS sheets, installation details and procedures for each method of installation applicable to this project. For non-standard conditions where no UL tested system exists, submit manufacturer's drawings for UL system with known performance for which an engineering judgment can be based upon. Use a product that has a rating not less than the rating of the wall or floor being penetrated. Reference architectural drawings for identification of fire and/or smoke rated walls and floors.

Contractor shall use firestop putty, caulk sealant, intumescent wrapstrips, intumescent firestop collars, firestop mortar or a combination of these products to provide a UL listed system for each application required for this project. Provide mineral wool backing where specified in manufacturer's application detail.

### NON-RATED PENETRATIONS:

Conduit Penetrations Through Below Grade Walls:

In exterior wall openings below grade, use a modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the uninsulated conduit and the cored opening or a water-stop type wall sleeve.

**Conduit and Cable Tray Penetrations:**

At conduit and cable tray penetrations of non-rated interior partitions, floors and exterior walls above grade, use urethane caulk in annular space between conduit and sleeve, or the core-drilled opening.

In exterior wall openings below grade, assemble rubber links of mechanical seal to the proper size for the pipe and tighten in place, in accordance with manufacturer's instructions.

At all interior partitions and exterior walls, pipe penetrations are required to be sealed. Apply sealant to both sides of the penetration in such a manner that the annular space between the pipe sleeve or cored opening and the pipe or insulation is completely blocked.

**9. CLEANING**

The Contractor shall clean up and remove from the premises, on a daily basis accumulation of surplus materials, rubbish, debris and scrap and shall repair all damage to new and existing equipment resulting from its work. When job is complete, this Contractor shall remove all tools, excess material and equipment, etc., from the site.

All installed items shall be cleaned at time of installation, and all lens exteriors shall be cleaned just prior to final inspection. Equipment shall be thoroughly cleaned of all stains, paint, spots, dirt and dust. All temporary labels not used for instruction or operation shall be removed. Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc. Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.

Contractor shall wash all glass immediately prior to the occupancy of this project. Work shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and sidelights. In addition to the above, the Contractor shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the technical sections of the specifications governing work under this Contract. The Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and use intended.

If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the City reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

**10. CONTINUITY OF SERVICE AND SHUTDOWN**

Contractor shall provide and maintain continuous service (power, controls, alarms, communication, elevators, HVAC, roads etc.) during the entire construction period. No outages shall be permitted on existing systems except at the time and during the interval specified by the City. Any outage must be scheduled when the interruption causes the least interference with normal institutional schedules and business routines and might be scheduled during after-hours if regular business hours are not acceptable to the City. No extra costs will be paid to the Contractor for such outages, which must occur outside of regular weekly working hours. Cost to the utility is paid by Contractor. The Contractor shall provide temporary utility services and bypasses for any disruptions not completed within this period. The Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible.

If the building is occupied and continues operation during construction, retrofit or demolition, Contractor must maintain ventilation and air conditioning for as large parts of the building as technically feasible.

Spreading of dirt, dust and other construction related material must be kept to a minimum. Occupied and work areas must be separated by seals. All work affecting air conditioning and ventilation must be coordinated with the daily work in the building and approved by the supervisor or department head at the building. If air conditioning, heating and ventilation has to be taken out of service for longer periods of time in parts of the building and work would be affected negatively, the Contractor shall provide temporary sufficient air conditioning, heating and ventilation in coordination with the department. All such taking out of service has to be coordinated and approved by the supervisor or department head at the building.

If the shutdown involves the interface with, or modification of, existing building energy system(s), the Contractor shall be required to show the reviewed submittal and shop drawings of the proposed modifications. Shutdown schedules shall have been reviewed and approved by the City at least 72 hours prior to date of shutdown. Postponement by the City of scheduled shutdowns shall not constitute a basis for additional charges to the City.

Prior to the shutdown of any building energy system(s) the Contractor shall provide the following:

- Proof of receipt of all materials required for the shutdown or a written commitment from the responsible suppliers that the required materials will be available at the time of the shutdown.
- A list of the qualified Contractor personnel assigned to perform the work.
- Analysis of any affect on the utility or building energy system(s) and the estimated duration of the shutdown.
- Work plan for the shutdown
- A twenty-four-hour emergency callback phone number to be used by the City in the event of any problems or concerns with the modifications made to the building system(s) after the Contractor has left the site.

The startup of electrical and mechanical utility systems constructed by Contractor shall be performed by Contractor in coordination with the City.

## **11. PROJECT MEETINGS**

Project meetings will be held at the time designated by the City. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend. The City or designee will write a report covering all items discussed and decisions reached and copy of such report distributed to all parties involved.

During construction, weekly project meetings may be held at the discretion of the City. The minutes of these meetings will be prepared by the Contractor and one copy issued as expeditiously as possible to the each party. Involved in the project the Contractor will submit, in writing, questions and/or answers (previously obtained verbally) to be confirmed at each meeting.

## **12. TEMPORARY CONSTRUCTION**

Temporary construction shall conform to all requirements and laws of state and local authorities, which pertain to operation, safety, and fire hazards. Contractor shall furnish and install all items necessary for conformance with such requirements, whether called for under separate sections of these Specifications or not. Contractor shall provide, maintain, and remove upon completion of his work:

- Temporary crossovers and bypass to utilities, electrical connections, traffic and footbridges, and walkways used to maintain services or communications, which cannot be interrupted or curtailed.
- Temporary rigging, scaffolding, shoring, hoisting equipment, and all other temporary work as required for this project.
- Temporary barricades around openings and excavations for this project.

Temporary lighting, if necessary during the period of construction, shall be supplied and maintained by the Contractor at Contractor expense so that construction work can be safely performed. The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable the City to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, in

addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations). In accordance with the latest issue of the National Electrical Code, all temporary electrical circuits for construction purposes shall be equipped with combination ground fault interrupter and circuit breakers meeting the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be solid-state type, insulated and isolated from the breaker mechanism. A test button shall be provided for checking the device. The breaker mechanism shall provide overload and short circuit protection and shall be operated by a toggle switch with over center switching mechanism so that contact cannot be held closed.

#### TEMPORARY HEAT

All heating required after enclosure of the building shall be classified as TEMPORARY HEAT and be provided by the Contractor. It shall be the responsibility of the Contractor to see that every precaution is used to prevent unnecessary escape of heat. The Contractor shall provide and pay for temporary heat. A minimum temperature of 45 degrees and a maximum temperature of 65 degrees for the building shall be maintained, except for a period of at least ten days prior to the placing of interior woodwork and throughout the placing of this and other finish, varnishing, painting, tiling etc., and until substantial completion to provide sufficient heat to insure a temperature in the spaces involved of not less than 70 degrees nor more than 80 degrees. Temperatures must be checked during nighttime and on weekends. Restitution shall be made by Contractor responsible for damage to building and contents caused by overheating, freezing, fumes, soot or residue given off by temporary heating or lack of thereof.

Permanent heating system may be used for temporary heating. Warranty period may not be affected by use of permanent heating. If permanent system is used, the Heating Trade shall install in their permanent location heating coils or connectors as approved by the City, with controls to maintain temperatures required. Temporary filters shall be used in the permanent system. Provide bases, shields, etc., around heating elements to prevent too rapid drying of adjacent concrete, masonry or plaster. Relocation of some of the permanent heating system equipment may be required during construction to prevent interference with new construction. Temporary units may be installed in such areas during the time permanent equipment is not operating due to relocation. The temporary heating system shall be removed after the permanent heating system has been installed and is operating. Surfaces and structure shall be patched as required. Temporary heating equipment shall be relocated by the Heating Trade as required during construction to prevent interference with new construction.

The use of temporary units whose product of combustion will damage fresh concrete, mortar or other building materials, will not be allowed. Use of coke or oil salamanders is prohibited. All portable temporary heating units shall be properly ventilated to prevent combustion gases from remaining in the heating area.

If electrical power is required for oil or gas portable heating units, it may be taken from the available temporary power source and paid for by the Contractor. Heating units and the area surrounding the units shall be kept in a clean and safe condition.

#### TEMPORARY ELECTRICAL SERVICE

All temporary wiring and electrical installations shall be in accordance with applicable codes. Any power outage occasioned by tying into the existing electrical system for temporary or permanent use shall be coordinated with the City. The City does not guarantee the quantities or quality of power or water available for Contractor's use, nor will it be responsible in any manner for interruptions in service or for the effects of interruptions.

All Trades shall furnish their extension cords and lamps other than those furnished for general lighting. All Trades and other separate Contractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost.

If a Contractor contemplates the use of equipment that requires a different voltage or greater capacity than that specified, then that Contractor must arrange with Utility for this additional service and pay for installation of the service and the necessary additional switches and wiring required. The meter shall be taken out in the Contractor's name.

## TEMPORARY WATER, SEWER AND PUMPS

Not applicable

## TOILETS

The Contractor may provide and maintain sanitary temporary toilets, located where directed by the City, in sufficient number required for the force employed. The toilets shall comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type.

As soon as conditions will allow, the Plumbing Trade shall provide temporary toilets within the building, where directed, and equip the room with at least two temporary water closets and one temporary lavatory, each with connections to cold water and sanitary sewer. The Contractor shall provide a temporary wood enclosure with doors; remove when directed. After directed by the City, the Plumber shall remove the temporary fixtures and replace them with permanent fixtures. After temporary toilet accommodations are provided within the building, the Contractor shall remove the temporary outside toilets.

The Contractor shall maintain the temporary toilets in a sanitary condition at all times and shall supply toilet paper until completion of the job.

## FIELD OFFICES

Not applicable

## 13. IDENTIFICATION

Not applicable

## 14. LUBRICATION

Not applicable

## 15. PUNCH LIST

Contractor's supervisor at site shall acknowledge receipt of punch list.

Multiple punch lists can be submitted.

If Contractor fails to perform required corrective work in less than 30 days upon receipt of punch list by Contractor, the City can perform corrections himself and charge the Contractor.

Contractor shall advise the City or designee that the necessary work has been performed. If the City or designee verify if punch list items were not resolved and the work was not performed in less than 30 days upon receipt of punch list by Contractor, the Contractor shall be required to compensate the for additional site visits at a rate of \$ 100/hour plus mileage with the amount paid to the City or designee prior to processing the final payment.

## 16. TESTS AND FINAL ACCEPTANCE

The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the Contract Documents, shall be ready in all respects for use by the City and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.

Proper notice has to be given to enable the City or designee to attend all tests. Failure to give proper notice can result in repeated tests to be paid for by the Contractor. Tests are acceptable on properly working equipment only and have to be repeated as often as required by the City at no cost to the City. If tests have to be repeated by an City-hired Contractor due to equipment not installed or working properly, the Contractor shall reimburse the City for additional testing expenses.

Contractor shall make all necessary adjustments and replacements affecting the work, which is necessary to fulfill the City's requirements and to comply with the directions and recommendations of the manufacturer of the several pieces of equipment, and to comply with all codes and regulations, which may apply to the entire installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings and specifications.

Prior to acceptance, all elements of operating equipment, including those of mechanical nature and those that slide, swing, turn, or are intended to move in any way and those of an electrical nature, shall be given an operating test to assure to the satisfaction of the City that such equipment operates as required. Contractor shall make all adjustments, replacements, and such other modifications as needed. If it is necessary to run equipment in order to complete the work, for periods that exceed the manufacturer's recommended maintenance interval, the Contractor will provide such required maintenance at no additional cost to the City.

Notice that the work is ready for final inspection and acceptance shall consist of a written notice issued to the City by the Contractor stating that the Contractor has carefully inspected all portions of the work, has reviewed in detail the drawings and specifications, and that to the best of the Contractor's knowledge all conditions of the contract documents have been fulfilled. Upon receipt of this notice, the City and the Contractor shall make a joint inspection of the work. After deficiencies, if any, have been corrected or accounted for, and after all work is satisfactorily complete, the City will accept the work; and Notice of Completion will be filed by the City.

Prior to final acceptance, filing of the Notice of Completion or processing of final payment, the following shall be done and submitted reviewed and accepted by the City:

- Certificates of compliance and guarantees required under various Sections
- Operating and maintenance manuals
- Instruction to City personnel, as required
- Test reports (TAB, fire alarm, elevator etc.)
- Certifications and registrations (boiler etc.)
- All keys
- Replacement material as required in specifications
- All required operations tests
- All documents required by commissioning, LEED certification and other project related documents
- Satisfy all commissioning requirements
- As -built documents
- All punch list items resolved
- All training provided (except deferred seasonal training)
- All warranty issues brought to Contractor's attention so far resolved
- Warranty documents signed by representative of manufacturer, guarantee documents, roofing agreement and other warranty related documents

No official closeout and final payment will be made before all requirements are met.

## **17. TRAINING AND DEMONSTRATION**

The City's facility staff (and occupants and service Contractors as needed), shall receive orientation and training on features, systems and equipment in this facility requisite with the complexity and criticality of the system and the City's needs.

Additional training requirements may be found in specific equipment sections. The City may videotape all training sessions.

Only training on equipment that works as designed is acceptable.

The Contractor shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed on all equipment per the Specifications. Unless otherwise required or approved, the training shall be given during regular business hours during a regular work week.

The City or designee will be responsible for coordinating and approving the content and adequacy of the training of the City personnel for commissioned equipment. The City or designee will develop an overall training plan after meeting with the City and appropriate facility staff to determine needs and areas of emphasis for this project. The City or designee will develop criteria for determining that the training was satisfactorily completed, including attending some of the training, etc. The City or designee recommends approval of the training to the City.

Training shall consist of, as needed and at the discretion of the City or designee, the installing technician, installing Contractor and the appropriate trade or manufacturer's representative on each major piece of equipment. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment as installed in this project is required. More than one party will be required to execute the training on primary equipment. The Contractor shall attend and present at sessions in addition to the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

Follow the outline in the table of contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference. Training Shall Include the Following:

- Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
- A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, and special tools needed and spare parts inventory suggestions. The training shall include start-up, operation in all modes possible, shutdown, seasonal changeover, as applicable, and any emergency procedures.
- Discussion of relevant health and safety issues and concerns.
- Discussion of warranties and guarantees.
- Common troubleshooting and maintenance issues, problems and solutions.
- Explanatory information included in the O&M manuals and the location of all related plans and manuals in the facility.
- Discussion of any peculiarities of equipment installation or operation.
- The format and training agenda in The HVAC Commissioning Process, ASHRAE Guideline 1 is recommended, as applicable.
- Hands-on training shall include start-up, operation in all modes possible, including manual, shutdown and any emergency procedures and preventative maintenance for all pieces of equipment.
- Training shall occur after functional testing and piping and equipment labeling are complete unless approved otherwise by the City.

## **18. ROADWAY**

Not applicable

## **19. FENCE**

The Contractor shall provide a neat appearing protective fence where indicated on the drawing, constructed of standard studded T-Posts of sufficient length for line posts and spaced not to exceed 8'-0" apart. Corner posts and gate posts are to be galvanized steel pipe of not less than 2 1/2" o.d. and shall be properly braced. A 4-foot high wooden snow fence shall be securely fastened to the supports. Plastic fencing is not acceptable. The snow fence shall project 4" above the fence posts. Provide gates, properly constructed and braced, complete with hinges, hasps, and padlocks in number and location required for proper control, delivery and distribution of material and equipment. Gateposts shall be adequately back tied and anchored to insure a rigid installation. All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule. In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any purpose related to



construction activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would result in damage of any kind to the site inside the fence.

## 20. SIGNS

Contractor shall furnish and install signs, located as directed by the City. The signs shall be readily legible to the general public, subcontractors, material men, and truck drivers approaching the site and shall include the following information:

- Project.
- Subcontract No.
- Subcontractor Name.
- Access to Buildings: Contractor shall keep access to existing buildings clear at all times.

The Contractor shall order, paint and erect the sign. The sign shall be placed on the property where directed and shall be maintained for the duration of the construction period.

No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building or premises, except the name of the Contractor on Contractor's office or material shed.

## GARNER PARK MASONRY REPOINTING SPECIFICATIONS

### 1.1 SCOPE OF WORK

Work for this project shall consist of repointing the cracked and deteriorated mortar joints for the stone masonry walls and to repair any cracks in the upper chimney capstone for the Garner Park Shelter. The Garner Park Shelter is located at 333 South Rosa Road, Madison WI. Repair work locations are identified graphically on marked up photographs/elevations included within these specifications.

### 1.2 DEFINITIONS

- A. Repointing: The process of raking out (removing) mortar and replacing it with new mortar.
- B. Pointing: The process of placing new mortar in existing joint spaces, which have previously been raked out. This term does not include the raking out process.
- C. Tuckpointing: The process of touching up existing mortar joints by filling in recesses with new mortar, without first raking out the joints.

### 1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each product indicated including recommendations for their applications and use. Includes test reports and certifications substantiating that products comply with requirements.
- B. Submit color/texture samples.  
For each type of mortar for pointing and masonry rebuilding and repair, submit at least 3 samples in the form of mortar strips 6 inches long by 1/2 inch wide set in aluminum or plastic channels. Provide 3 progressive color shades with similar type of sand as found in the original mortar. These samples must be have cured a minimum of 30 days prior to the start of work. The Project Manager must approve the mortar type and color match prior to starting work. The formula for the successful color match shall be submitted to the project manager.
- C. Restoration program for each phase of the restoration process, including protection of surrounding materials on building and site during operations. Describe in detail the materials, methods, and equipment to be used for each phase of the restoration work.

### 1.4 QUALITY ASSURANCE

- A. Restoration Specialist: Work must be performed by a firm having not less than 5 years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration processes and operations indicated. Submit 3 references for similar type work.
- B. After awarding the contract and prior to starting work: Prepare 2 separate sample areas of approximately 2 feet high by 2 feet wide for each type of repointing required, one for demonstrating methods and quality of workmanship expected in removal of mortar from joints and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints appearance to adjacent existing joints. The intent of the new repointing work is to match cleaned existing mortar. Newly pointed areas should be consistent with existing adjacent mortar joints for color and texture. The recipe for the selected mortar mix shall be submitted to the City.
- C. When repointing this stone work, all joints will begin at the intersection of a horizontal and head joint and end at a horizontal and head joint.

### 1.5 PROJECT CONDITIONS

- A. Do not repoint mortar joints or repair masonry unless air temperature is between 40°F and 85°F and will remain so for at least 48 hours after completion of work.
- B. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Immediately remove grout and mortar in contact with exposed masonry and other surfaces.
- C. Protect sills, ledges, and projections from mortar droppings.

#### 1.6 SEQUENCING/SCHEDULING

- A. Perform masonry restoration work in the following sequence:
  1. Repair any existing masonry as specified in the scope of work, including replacing existing masonry with new masonry materials.
  2. Rake out existing mortar from joints indicated to be repointed.
  3. Repoint existing mortar joints of masonry indicated to be restored.

### PART 2 - PRODUCTS

#### 2.0 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I
- B. Hydrated Lime: ASTM C 207, Type S
- C. Mortar Sand: ASTM C 144, unless otherwise indicated.
  1. Color: Provide natural sand; of color necessary to produce required mortar color.
  2. For the repointing mortar, provide sand with rounded edges.
  3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.
- F. Selection of Mortar: Use tuck pointing mortar of the same or weaker composition as the original mortar.

#### 2.1 TUCKPOINTING MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure. Mix materials in a clean mechanical batch mixer.

##### Mixing Pointing Mortar:

1. Dry mix all solid materials.
2. Add sufficient water to produce a damp mix that will retain its shape when pressed into a ball by hand. Mix from 3-7 minutes, preferably with a mechanical mixer.
3. Let mortar stand for not less than 1 hour not more than 1 ½ hour for prehydration.
4. Add sufficient water to bring the mortar to the proper consistency for tuckpointing, somewhat drier than mortar used for laying the units.
5. Use the mortar within 2 ½ hours of its initial mixing. Permit tempering of the mortar within the time interval.

- B. Colored Mortar: Produce mortar of color required by using pre-manufactured concentrated colored mortar pigment.
  - 1. Colored Mortar Pigment: Where colored mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures of any kind in mortar, unless otherwise indicated.
- D. Mortar Proportions: Mix mortar materials in the following proportions:
  - 2. Pointing Mortar for Stone: Type S, One part white portland cement, one half part lime, and four and one half parts colored or natural mortar aggregate.
    - a. Add colored mortar pigment to product as required.
    - b. For this project the following pre-mix mortar is preapproved:  
  
**BMI Mortar 990 White- Type S**  
**BMI Products of Northren California, Inc**  
**990 Ames Avenue**  
**Milpitas, CA 95035-6303**  
**Phone: (414) 293-4008**  
**Fax: (414) 293-4103**  
**Web Site: www.bmi-products.com**

### PART 3 - EXECUTION

#### 3.1 REPOINTING MASONRY

- A. Rake out joints as follows:
  - 1. Rake out mortar from joints to depths equal to 2-1/2 times their widths but not less than 3/4 inch nor less than that required to expose sound, unweathered mortar.
  - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
    - a. Power-operated rotary hand saws and grinders may be used only if the contractor is able to satisfactorily field demonstrate to the Project Manager the ability of the operators to use tools without damaging masonry. The equipment must be sized for the operator in order to satisfactorily control the cutting action with precision. Any masonry units that are damaged in this process shall be the responsibility of the contractor to repair or replace.
    - b. The contractor shall provide dust containment when using power operated grinders or saws that generate silica dust. The contractor shall field demonstrate safeguards that adequately protect the general public from the hazardous of silica dust.
- B. Repoint joints as follows:
  - 1. Rinse masonry joint surfaces with water to remove dust and mortar particles. Time the rinsing application so that at the time of pointing excess water has evaporated or run off and joint surfaces are damp but free of standing water. If rinse water has dried, dampen masonry joint surfaces before pointing.

2. Tuck point mortar joints starting at one end and work away from the starting area. Compact the mortar thoroughly to ensure joints are fully packed and no voids or air pockets are in the mortar.
3. Once area is complete, and mortar is thumbprint hard, final tool (strike) mortar joints in opposite direction ensuring mortar joints are fully packed and tool (strike) to final appearance. Joints shall match existing joints as closely as possible. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar. Remove excess mortar from edge of joint by brushing.
4. Spray a light mist of water on mortar to aid in proper curing. Maintain mortar in a damp condition while on jobsite. Final spray a light mist of water on mortar just prior to leaving jobsite.

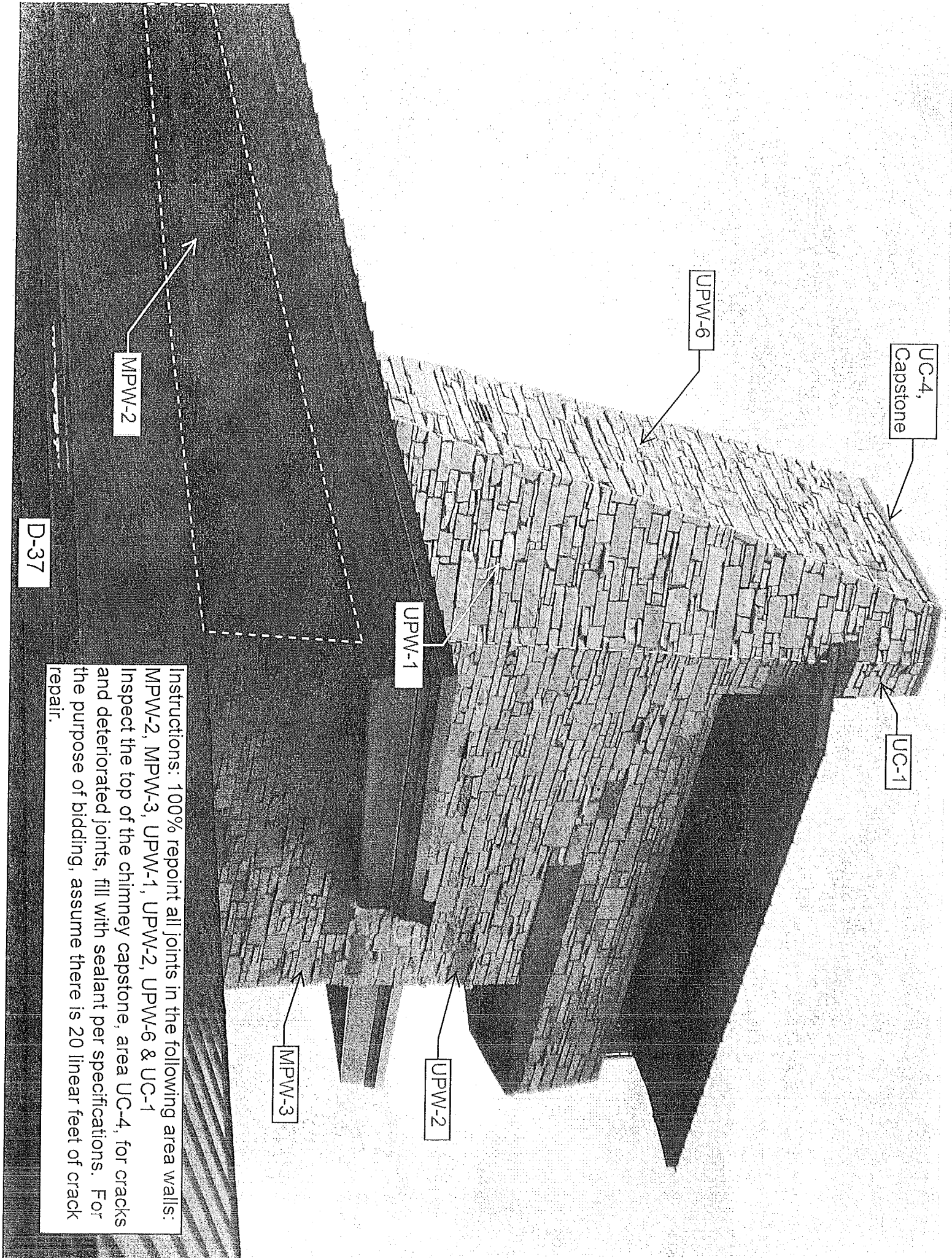
### 3.2 MASONRY REPAIRS FOR THE UPPER CHIMNEY CAPSTONE

- A. Inspect and repairs any crack on the upper chimney capstone, location UC-4:
  1. Grind out any cracks in the capstone with a width greater than .010" in order to prepare for a soft joint to replace the crack. Grind to a depth that will provide adequate clearance for the soft joint including backer rod. The joint shall be prepared such that the correct depth to width ratio is obtained as specified by the sealant manufacturer.
  2. Clean out the joints to remove dust and debris
  3. Apply sealant primer as required. Sealant must pass the manufacturers pull out test. Prior to final installation. The contractor shall provide a mock up area of a sealant joint that will be tested for pull out. Install closed cell backer rod that is 25% larger than the prepared joint.
  4. Apply sealant and tool to form a finished surface. Do not overfill the joint
  5. Clean up any sealant on drip edge or masonry as required.
- C. Materials:
  1. Sealant: SoudaSeal 50LM.
  2. Sealant Primer: as required by manufacturer. Soudal Primer 150.

### 3.3 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using wood scrapers, stiff nylon or bristle brushes and clean water spray-applied at a low pressure.
- B. Using metal scrapers or brushes is not permitted.
- C. Using acid or alkali cleaning agents is not permitted. Any cleaning chemicals must be approved prior to use.
- D. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushes or cloths.
- E. Clean masonry debris from surrounding building structures, such as roof and gutters; remove debris from inside of gutters and downspouts. Rinse off roof and flush gutters and downspouts.

- F. Sweep and rake adjacent pavement and grounds to remove masonry debris. Where necessary, pressure wash surfaces to remove mortar, dust, dirt and stains.



UC-4,  
Capstone

UC-1

UPW-6

UPW-1

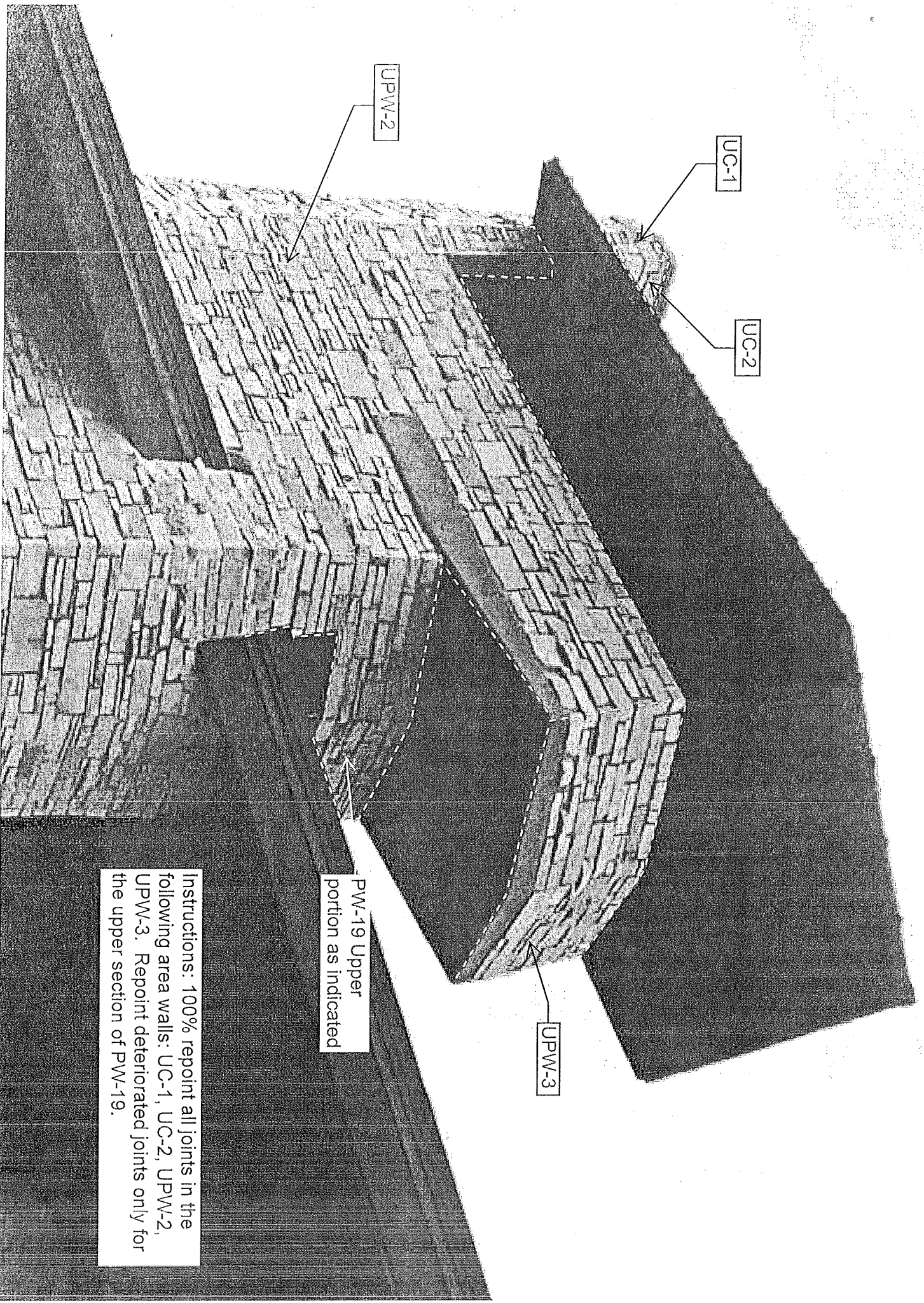
UPW-2

MPW-3

MPW-2

D-37

Instructions: 100% repoint all joints in the following area walls:  
MPW-2, MPW-3, UPW-1, UPW-2, UPW-6 & UC-1  
Inspect the top of the chimney capstone, area UC-4, for cracks and deteriorated joints, fill with sealant per specifications. For the purpose of bidding, assume there is 20 linear feet of crack repair.



UC-1

UC-2

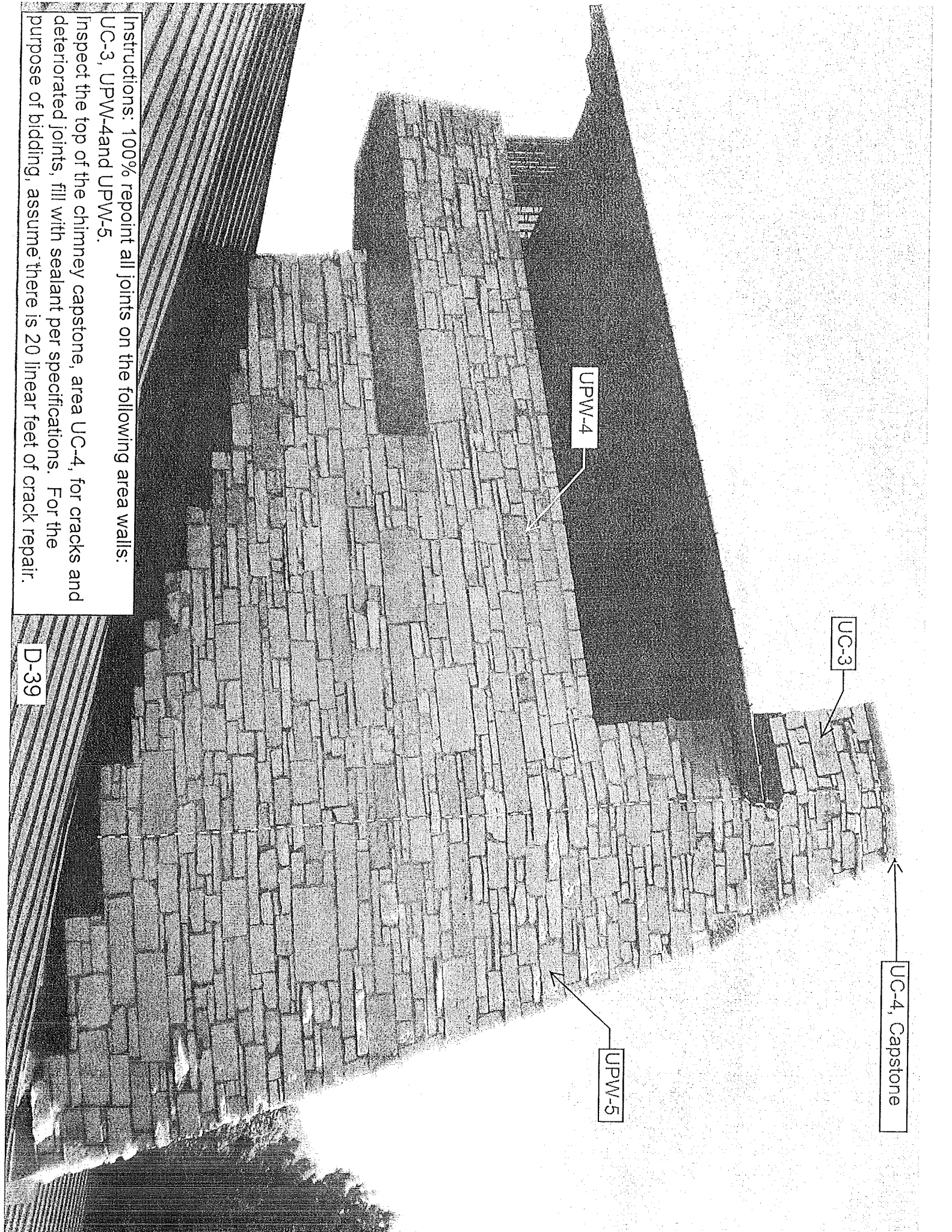
UPW-2

UPW-3

PW-19 Upper portion as indicated

Instructions: 100% repoint all joints in the following area walls: UC-1, UC-2, UPW-2, UPW-3. Repoint deteriorated joints only for the upper section of PW-19.





UC-4, Capstone

UC-3

UPW-4

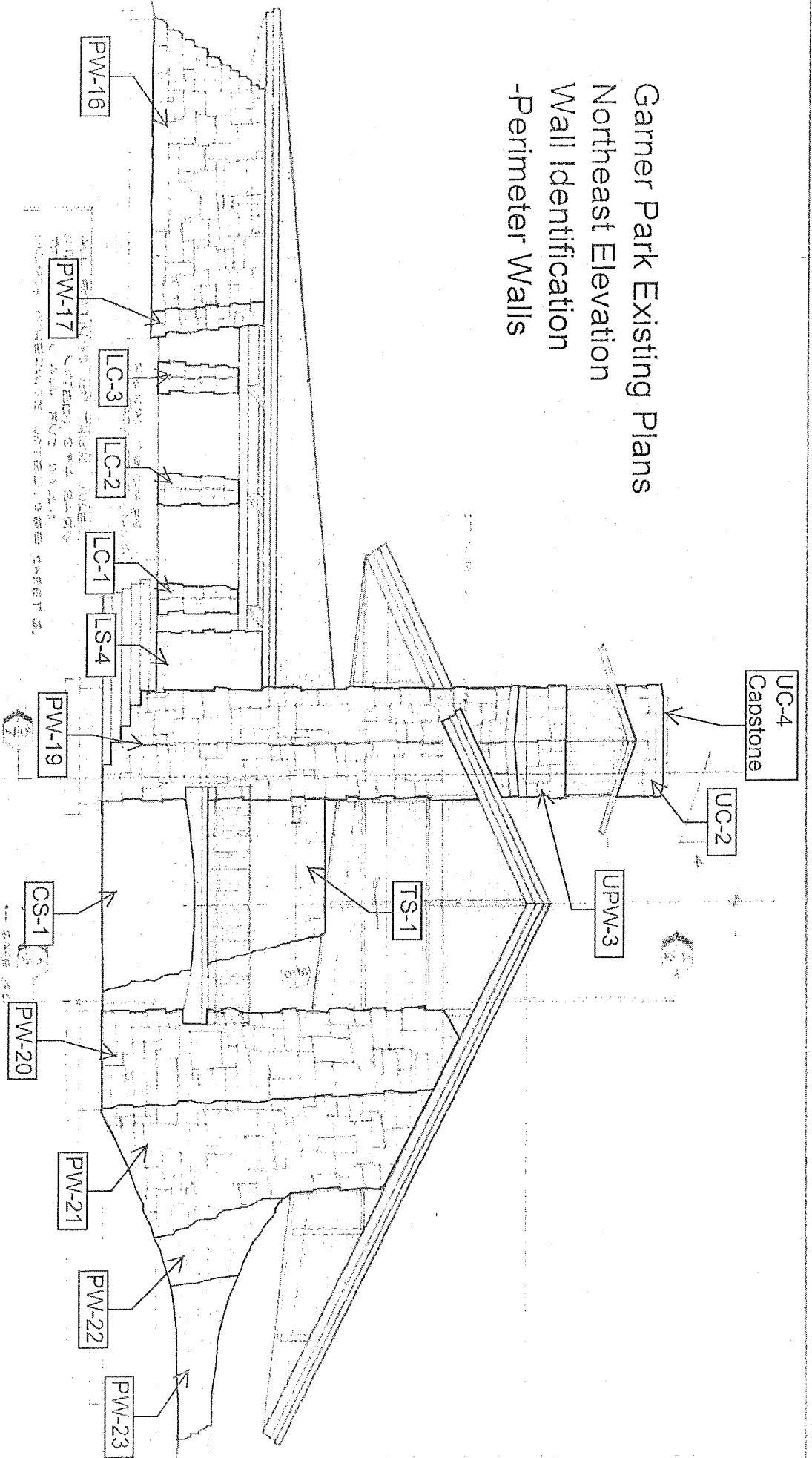
UPW-5

D-39

Instructions: 100% repoint all joints on the following area walls:  
UC-3, UPW-4 and UPW-5.

Inspect the top of the chimney capstone, area UC-4, for cracks and deteriorated joints, fill with sealant per specifications. For the purpose of bidding, assume there is 20 linear feet of crack repair.

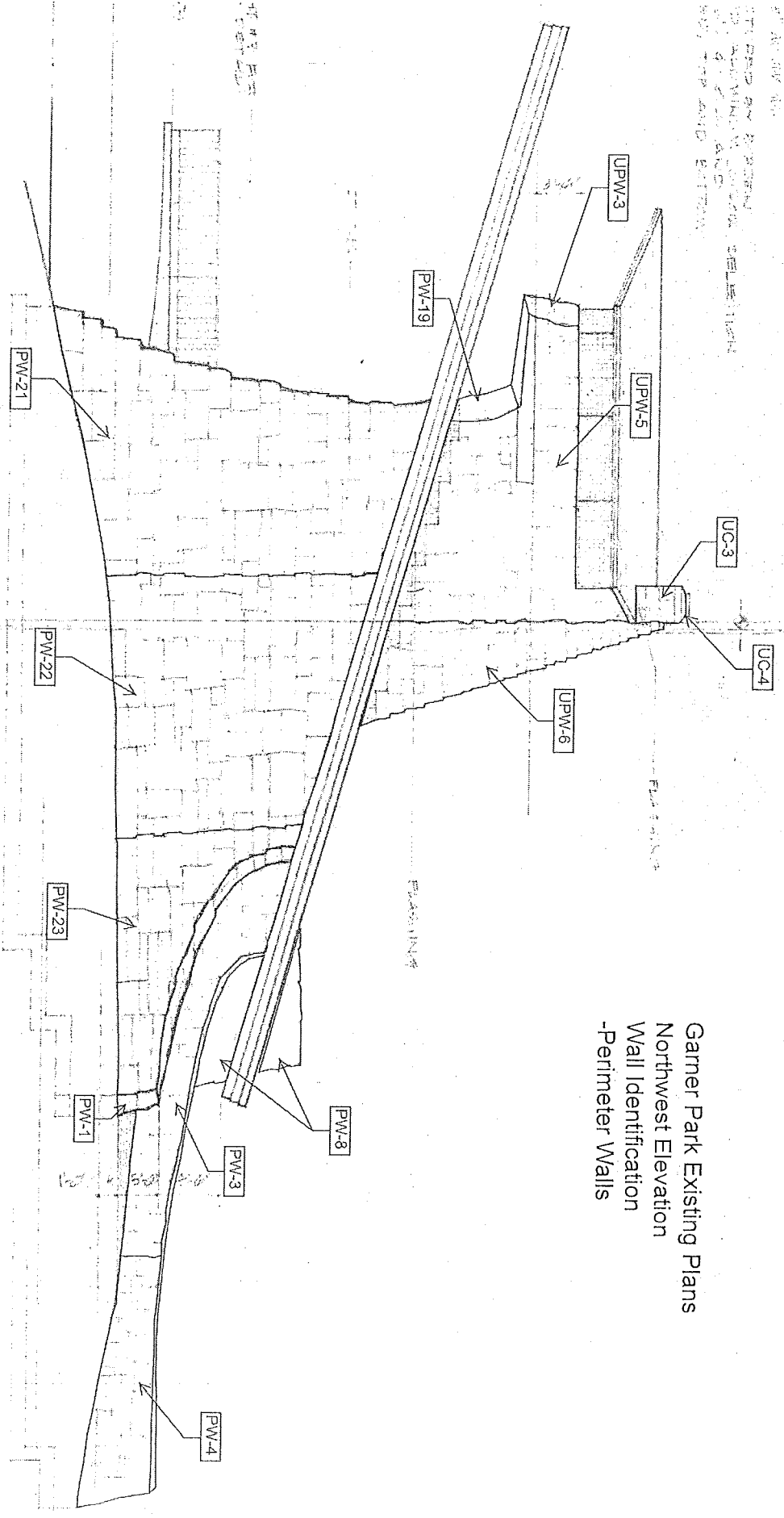
Garner Park Existing Plans  
Northeast Elevation  
Wall Identification  
-Perimeter Walls



NORTH  
EAST

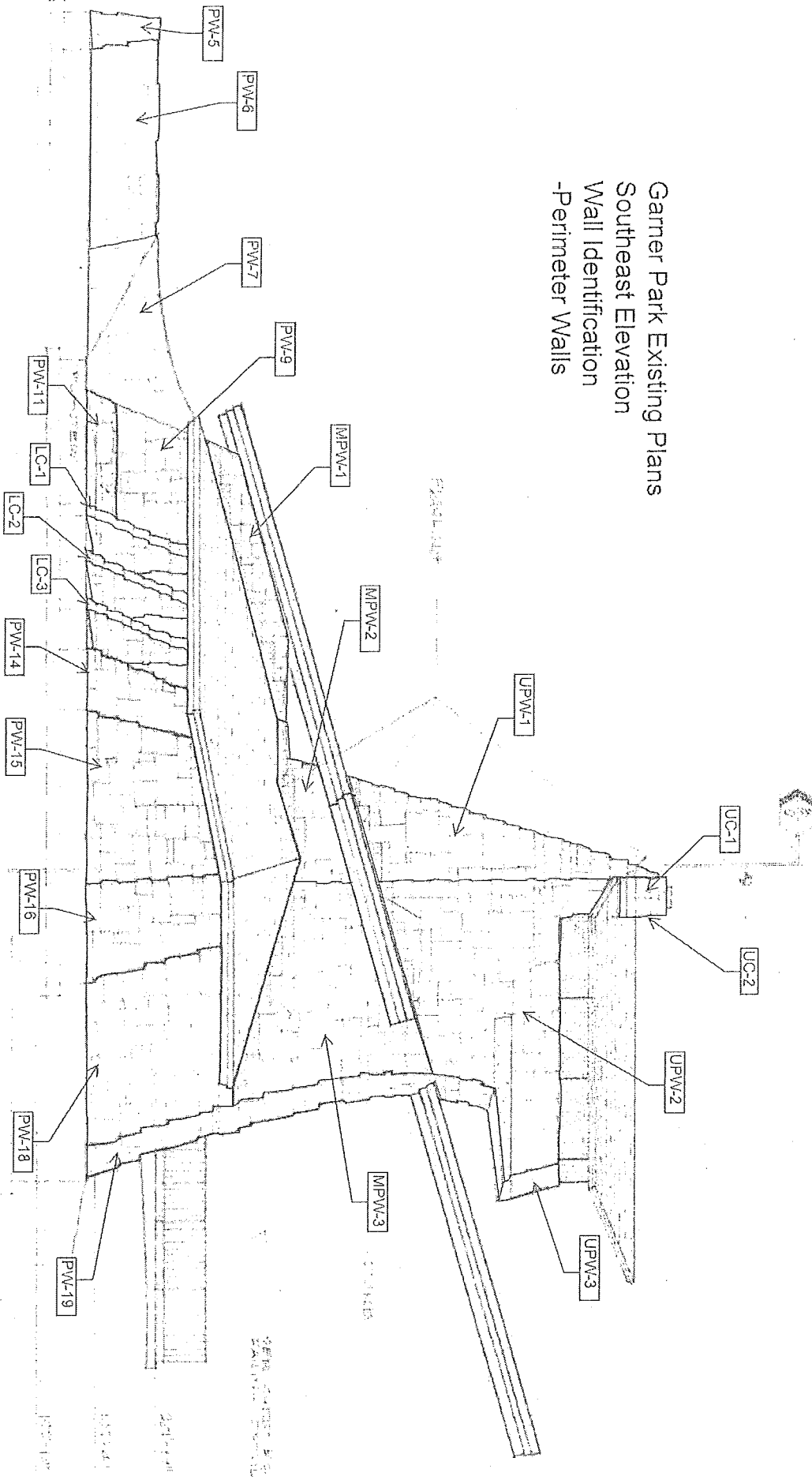
Garner Park

STATISTICS - 12/20/04  
STATION: 12/20/04  
DATE: 12/20/04  
DRAWN BY: [illegible]  
CHECKED BY: [illegible]  
SCALE: 1" = 100'

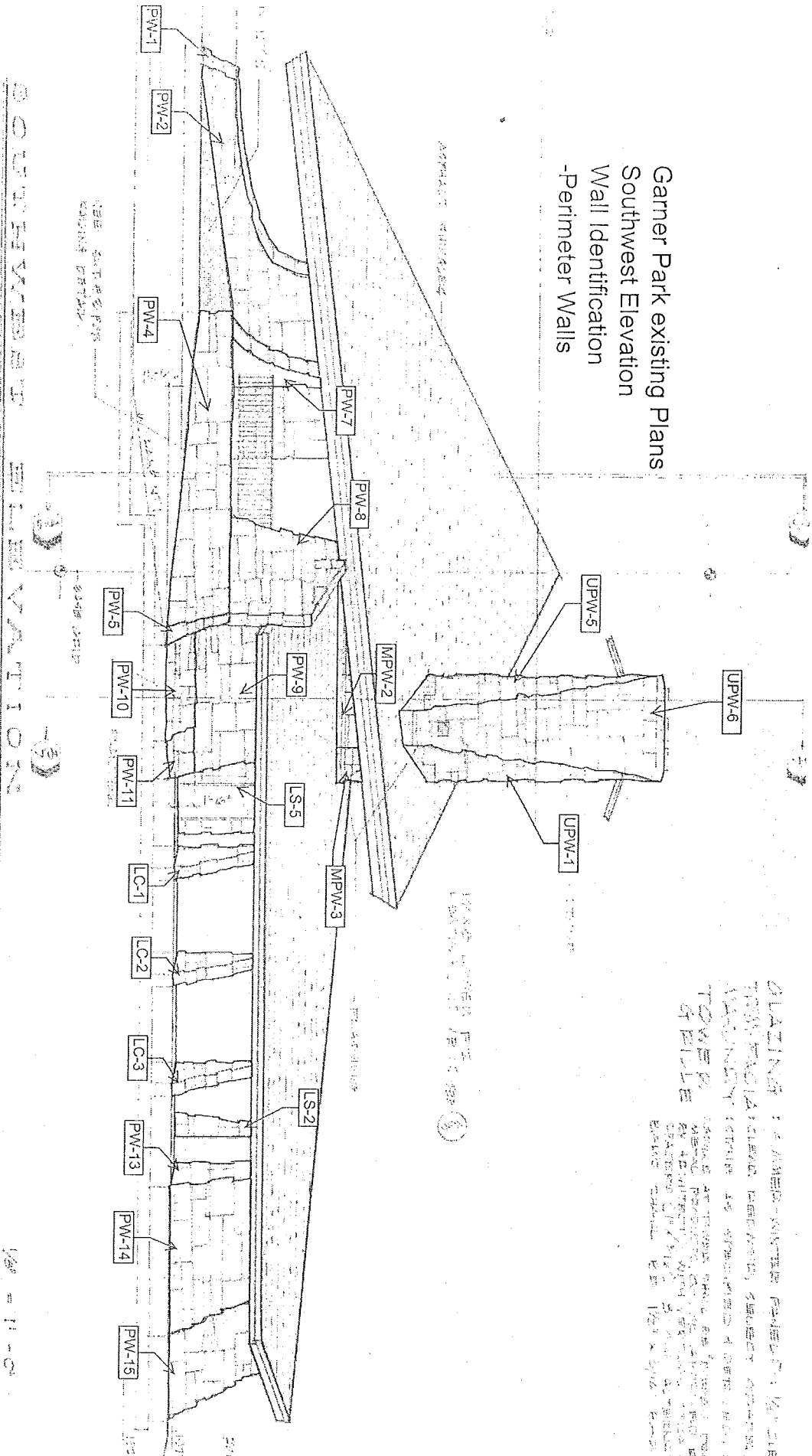


Garner Park Existing Plans  
Northwest Elevation  
Wall Identification  
-Perimeter Walls

Garner Park Existing Plans  
 Southeast Elevation  
 Wall Identification  
 -Perimeter Walls



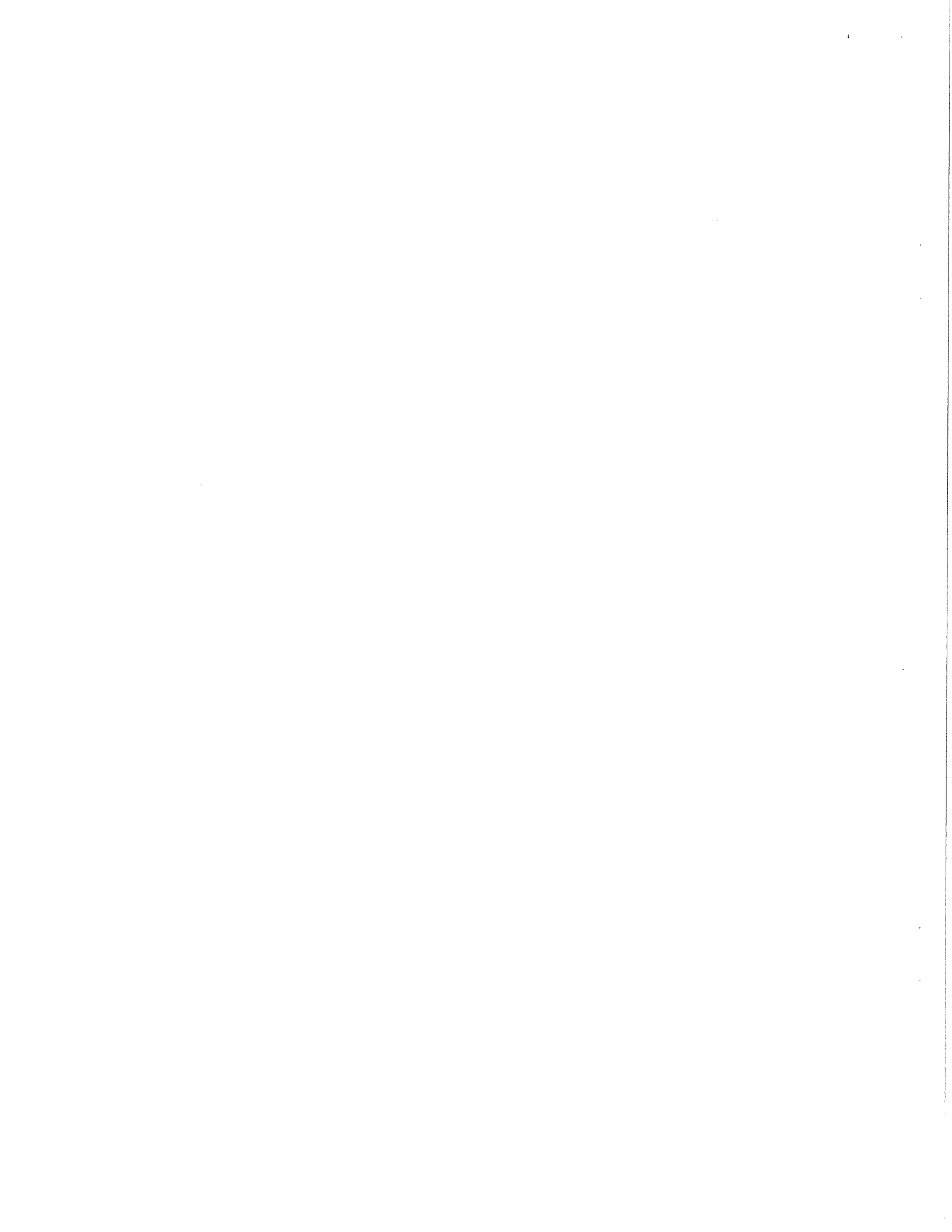
Garner Park existing Plans  
 Southwest Elevation  
 Wall Identification  
 -Perimeter Walls



GLAZING TO BE ADDED - SW ELEVATION PERIMETER WALLS  
 TOWER FACIAL CLADDING BEING ADDED, SEQUENTIAL CONSTRUCTION,  
 MASSING TO BE IDENTIFIED AS SEPARATE PORTION OF OFFICE BUILDING  
 TOWER WALL CLADDING TO BE IDENTIFIED AS SEPARATE PORTION OF OFFICE BUILDING  
 CLADDING TO BE IDENTIFIED AS SEPARATE PORTION OF OFFICE BUILDING  
 CLADDING TO BE IDENTIFIED AS SEPARATE PORTION OF OFFICE BUILDING

SOUTHWEST ELEVATION

NOTES:  
 1. ALL WALLS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).  
 2. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 8" CMU WITH A MINIMUM OF 4" CONC. CORE.  
 3. ALL WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD ON BOTH SIDES.  
 4. ALL WALLS TO BE PAINTED WITH EXTERIOR GRADE PAINT.  
 5. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE EXTERIOR SIDE.  
 6. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE INTERIOR SIDE.  
 7. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE INTERIOR SIDE.  
 8. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE INTERIOR SIDE.  
 9. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE INTERIOR SIDE.  
 10. ALL WALLS TO BE PROTECTED WITH 1/2" POLYURETHANE FOAM INSULATION ON THE INTERIOR SIDE.



# Garner Park Masonry Repair-2013

## Schedule of Work

Wall Identification Number	Description/Summary of work
<b>PERIMETER WALL</b>	
PW-1	No work
PW-2	No work
PW-3	No work
PW-4	No work
PW-5	No work
PW-6	No work
PW-7	No work
PW-8	No work
PW-9	No work
PW-10	No work
PW-11	No work
PW-12	No work
PW-13	No work
PW-14	No work
PW-15	No work
PW-16	No work
PW-17	No work
PW-18	No work
PW-19	Repoint deteriorated joints only for upper section only as indicated on photo.
PW-20	No work
PW-21	No work
PW-22	No work
PW-23	No work
<b>MID LEVEL PERIMETER WALL</b>	
MPW-1	No work
MPW-2	100% Repointing of entire area,
MPW-3	100% Repointing of entire area,
<b>UPPER LEVEL PERIMETER WALL</b>	
UPW-1	100% Repointing of entire area,
UPW-2	100% Repointing of entire area,
UPW-3	100% Repointing of entire area,
UPW-4	100% Repointing of entire area,
UPW-5	100% Repointing of entire area,
UPW-6	100% Repointing of entire area,
<b>UPPER CHIMNEY</b>	

UC-1	100% Repointing of entire area,
UC-2	100% Repointing of entire area,
UC-3	100% Repointing of entire area,
UC-4, Capstone	Inspect and repair cracks/joints on capstone. For the purpose of bidding this project assume 20 linear ft of joint repair.
<b>TERRACE SHELTER</b>	
Interior Walls	No work
TS-1	No work
TS-2	No work
TS-3	No work
TS-4	No work
TS-5	No work
TS-6	No work
TS-7	No work
TS-8	No work
TS-9	No work
<b>LOGGIA SHELTER</b>	
Columns	
LC-1	No work
LC-2	No work
LC-3	No work
Interior Walls	
LS-1	No work
LS-2	No work
LS-3	No work
LS-4	No work
LS-5	No work
<b>CAVE SHELTER</b>	
Interior Walls	
CS-1	No work
CS-2	No work
CS-3	No work
CS-4	No work
CS-5	No work
CS-6	No work
CS-7	No work
CS-8	No work
<b>SOUTH ENTRY WALLS</b>	
SEW-1	No work
SEW-2	No work
SEW-3	No work
SEW-4	No work
SEW-5	No work



SEW-6	No work
SEW-7	No work
<b>NORTH ENTRY WALL</b>	
NEW-1	No work
NEW-2	No work
NEW-3	No work
NEW-4	No work
NEW-5	No work
North Entry Wall Capstones	No work



SECTION E: BIDDERS ACKNOWLEDGEMENT

GARNER PARK MASONRY REPAIRS-2013  
CONTRACT NO. 7153

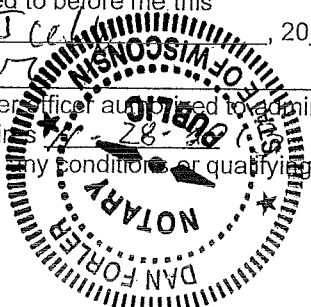
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2013 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. 4111 through 4111 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 Bob Crath Bldg Rest M (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; 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.

Bob Crath  
SIGNATURE  
Partner  
TITLE, IF ANY

Sworn and subscribed to before me this 12 day of Feb, 2013

Dan Forler  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 7-28-2013



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

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

GARNER PARK MASONRY REPAIRS-2013  
CONTRACT NO. 7153

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division  
Labor Standards Bureau

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Robert Farley

Signature of Authorized Officer

Robert Farley

Date Signed

7-15-2013

Name of Corporation, Partnership or Sole Proprietorship

B-B Quality Building Restoration, Inc

Street Address or P O Box

4111 Catalpa Lane

City

McFarland

State

WI 53558

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

GARNER PARK MASONRY REPAIRS-2013  
CONTRACT NO. 7153

Best Value Contracting

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

Bob Quality Brick Restorations Inc

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

PROPOSAL

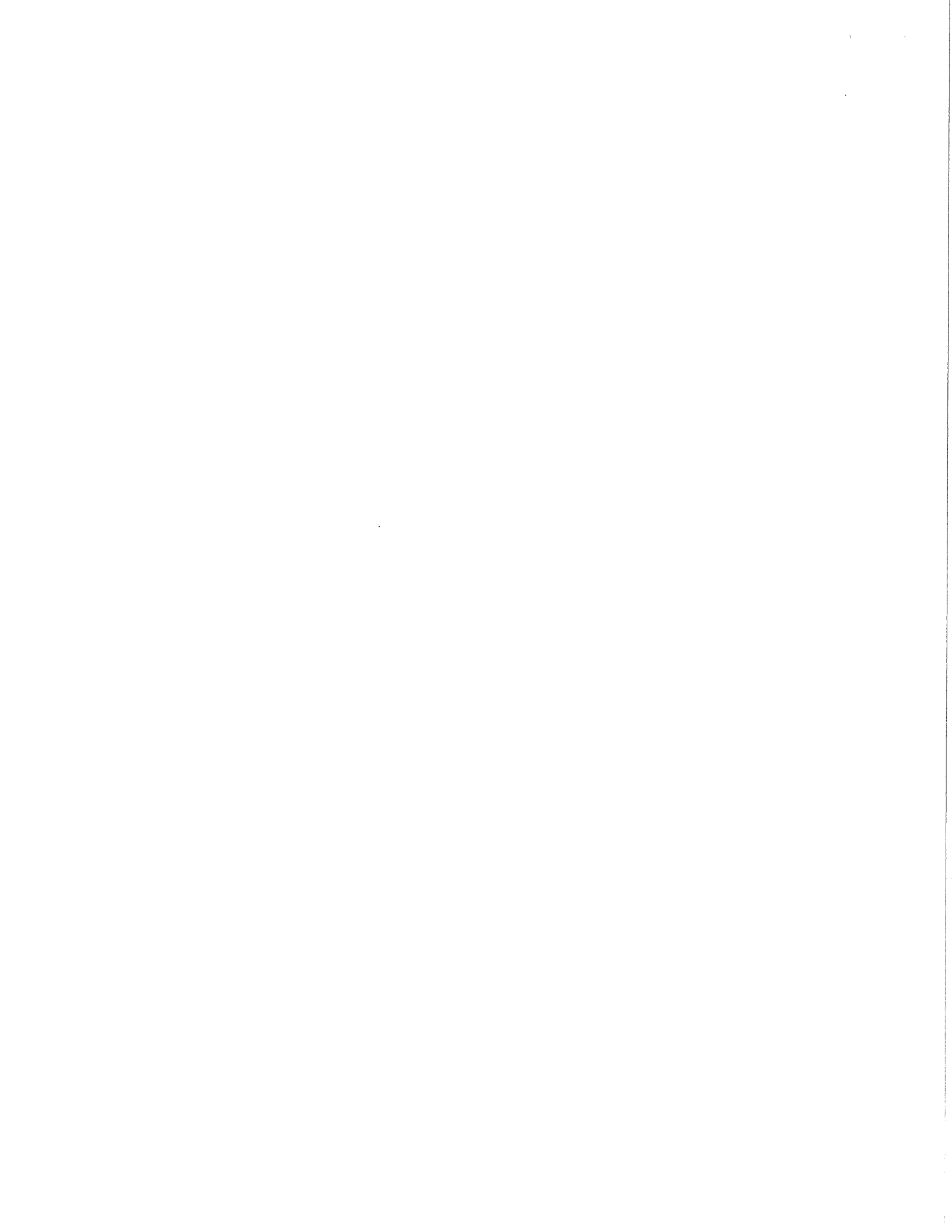
NAME OF BIDDER: *Bt B Quality Building Restoration*

Garner Park Masonry Repairs 2013

CONTRACT NO. 7153

		TOTAL BID
1	LUMP SUM BID <i>\$ 57,100.<sup>00</sup>/<sub>100</sub></i>	<i>\$ 57,100.<sup>00</sup>/<sub>100</sub></i>

*✓ AMB.*







Bond Number 0882697

### Bid Bond

KNOW ALL BY THESE PRESENTS, That We, B & B Quality Building Restoration, Inc. as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Madison, 210 Martin Blvd, Madison, WI 53703 as Owner, in the full and just sum of Five Percent ( 5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for Garner Park Contract # 7153 Tuck point - masonry repair

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 12 day of July, 20 13

Witness: [Signature]

**Principal:**  
B & B Quality Building Restoration, Inc.  
By: [Signature] (SEAL)  
Name Typed: Robert Forler, Owner  
Title

Witness: [Signature]

**Surety:**  
West Bend Mutual Insurance Company  
By: [Signature] (SEAL)  
Name Typed: SHELLY STATZ, Attorney-In-Fact  
Title

Agency Name: THE MURPHY INSURANCE GROUP  
Address: 251 PROGRESS WAY, SUITE 300  
WAUNAKEE, WI 53597  
Phone Number: (608) 849-6873

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

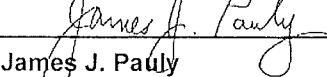
SHELLY STATZ

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

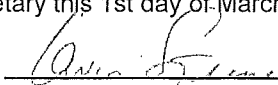
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

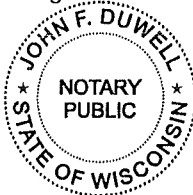
Attest   
James J. Pauly  
Secretary

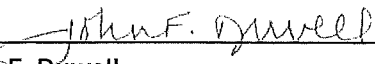


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

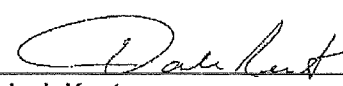


  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 12 day of July, 2013



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

## SECTION H: AGREEMENT

THIS AGREEMENT made this 8 day of AUGUST in the year Two Thousand and Thirteen between B&B QUALITY BUILDING RESTORATION, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted AUGUST 6, 2013, 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:

### GARNER PARK MASONRY REPAIRS-2013 CONTRACT NO. 7153

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FIFTY-SEVEN THOUSAND ONE HUNDRED (\$57,100.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has

varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourney persons.** Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Evidence of Compliance by Agent and Subcontractor.** Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **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, 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 or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

#### Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national original 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 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 Director of Affirmative Action.

#### 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.



**GARNER PARK MASONRY REPAIRS-2013  
CONTRACT NO. 7153**

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:

B&B QUALITY BUILDING RESTORATION, INC.

Company Name

Walsby Stone 8/19/13  
Witness Date

Robert Fuler 8-19-2013  
President Date

Walsby Stone 8/19/13  
Witness Date

Robert Fuler 8-19-2013  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David Helmeduly  
Finance Director

W.P. My  
City Attorney

Signed this 4th day of Sept, 20 13

Karla [Signature]  
Witness

[Signature] 9/4/13  
Mayor Date

Thomas [Signature]  
Witness

Wendy [Signature] 8/20/13  
City Clerk Date

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SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we B&B QUALITY BUILDING RESTORATION, INC.  
as principal, and

Company of West Bend Mutual Ins. Co. as surety, are held and firmly bound unto the City of  
Madison, Wisconsin, in the sum of FIFTY-SEVEN THOUSAND ONE HUNDRED (\$57,100.00) Dollars,  
lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind  
ourselves and our respective executors and administrators firmly by these presents.

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

**GARNER PARK MASONRY REPAIRS-2013**  
**CONTRACT NO. 7153**

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 August 2013

Countersigned:

B&B QUALITY BUILDING RESTORATION, INC.  
Company Name (Principal)

Don Parker  
Witness

Ruben Guler  
President Seal

Mel Guler  
Secretary

Approved as to form:

West Bend Mutual Ins. Co.  
Surety Seal  
 Salary Employee  Commission

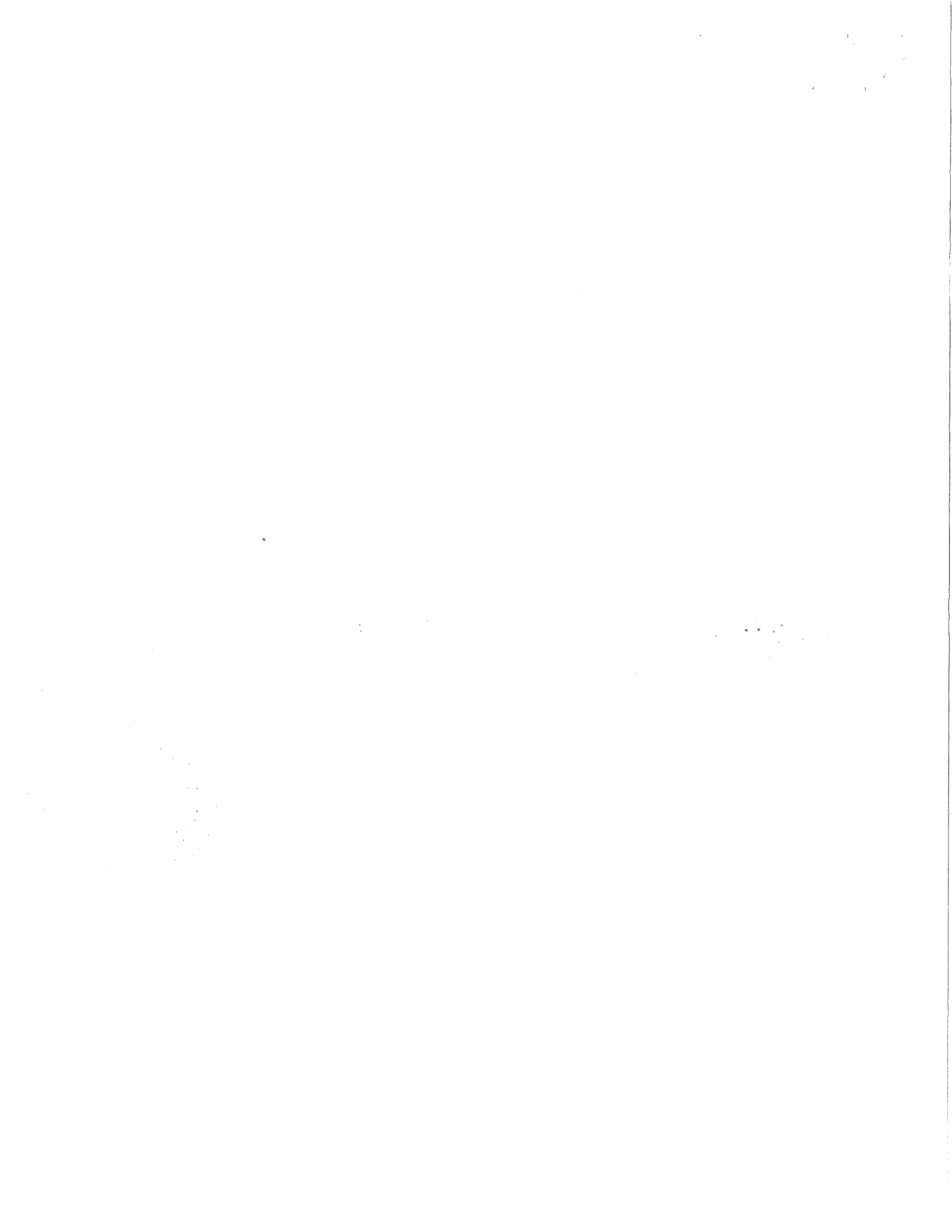
[Signature]  
City Attorney

By [Signature]  
Attorney-in-Fact Shelly E. Statz

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
License No. 2345352 for the year 2013 and appointed as attorney-in-fact with  
authority to execute this payment and performance bond which power of attorney has not been revoked.

08/08/2013  
Date

[Signature]  
Agent Signature



### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

SHELLY STATZ

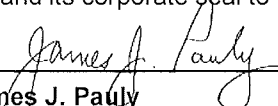
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

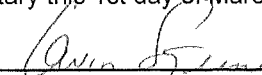
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

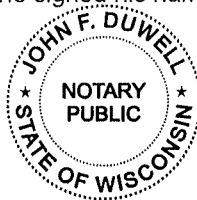
  
James J. Pauly  
Secretary

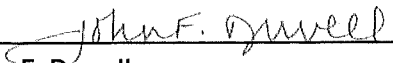


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

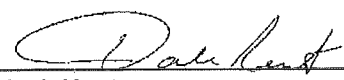


  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

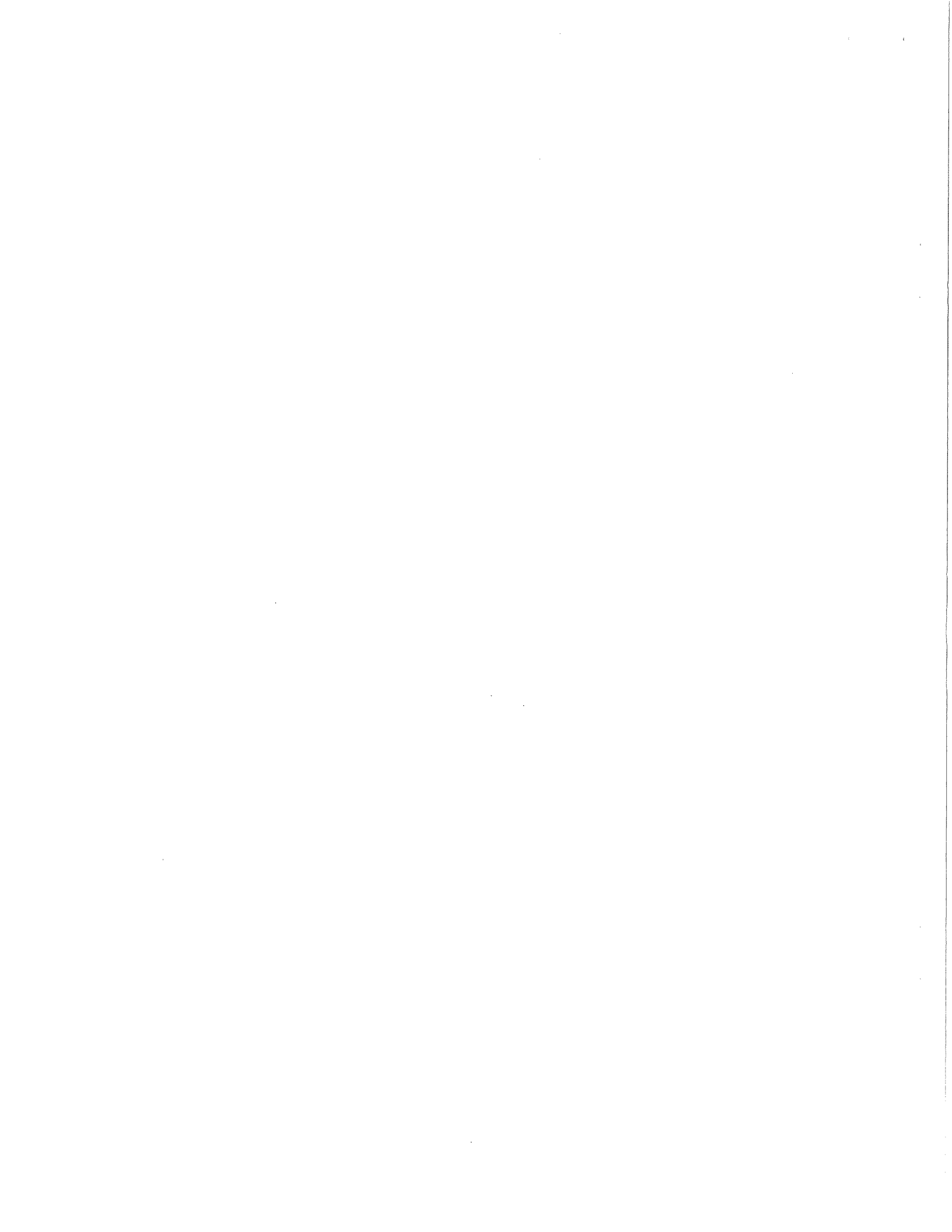
Signed and sealed at West Bend, Wisconsin this 8 day of August, 2013



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



SECTION J: PREVAILING WAGE RATES





PREVAILING WAGE RATE DETERMINATION  
 Issued by the State of Wisconsin  
 Department of Workforce Development  
 Pursuant to s. 66.0903, Wis. Stats.  
 Issued On: 01/10/2013  
 Amended On: 02/18/2013

DETERMINATION NUMBER: 201300080

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none"> <li>- over 10 hours per day on prevailing wage projects</li> <li>- over 40 hours per calendar week</li> <li>- Saturday and Sunday</li> <li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li> <li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li> <li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li> </ul> <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
<b>FUTURE INCREASE:</b>	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
<b>PREMIUM PAY:</b>	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
<b>DOT PREMIUM:</b>	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on **the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

**s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	32.01	16.85	48.86
121	Metal Building Erector	18.05	8.08	26.13
122	Millwright	31.76	15.36	47.12
123	Overhead Door Installer	13.50	0.00	13.50
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.66	15.31	45.97
127	Pipeline Fuser or Welder (Gas or Utility)	30.18	19.29	49.47
129	Plasterer	30.03	16.36	46.39
130	Plumber	36.17	15.37	51.54
132	Refrigeration Mechanic	42.45	16.71	59.16
133	Roofer or Waterproofer	30.40	2.23	32.63
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	21.89	11.85	33.74
138	Temperature Control Installer	41.20	16.21	57.41
139	Terrazzo Finisher Future Increase(s): Add \$ .80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher Future Increase(s): Add \$ .80/hr on 6/1/2013.	23.77	16.50	40.27
142	Tile Setter Future Increase(s): Add \$ .80/hr on 6/1/2013.	29.71	16.50	46.21
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

## TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.31	12.67	30.98
314	Railroad Track Laborer	23.41	6.91	30.32
315	Final Construction Clean-Up Worker	24.69	12.90	37.59

**HEAVY EQUIPMENT OPERATORS  
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78



Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	31.32	17.95	49.27
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2013; Add \$1.75/hr on 02/01/2014	26.69	16.65	43.34

## SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

## SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.09	16.13	48.22
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
130	Plumber	36.97	17.66	54.63

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

**LABORERS**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

**HEAVY EQUIPMENT OPERATORS  
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION
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Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

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SKILLED TRADES

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CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason		35.58	19.20	54.78
105	Carpenter		30.16	15.31	45.47
107	Cement Finisher		32.09	16.13	48.22
	Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
109	Electrician		32.94	18.80	51.74
	Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	Fence Erector		28.00	4.50	32.50
116	Ironworker		30.90	19.11	50.01
118	Line Constructor (Electrical)		31.29	15.34	46.63
124	Painter		26.65	13.10	39.75
125	Pavement Marking Operator		29.22	16.71	45.93
126	Piledriver		30.66	15.31	45.97
133	Rofer or Waterproofer		30.40	2.23	32.63
137	Teledata Technician or Installer		21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner		32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)		37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY		29.64	17.00	46.64
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		35.50	15.09	50.59

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
TRUCK DRIVERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.94	38.78
206	Shadow or Pilot Vehicle	33.22	18.90	52.12
207	Truck Mechanic	22.50	16.19	38.69

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13.90	42.25
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13.90	42.25
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32



HEAVY EQUIPMENT OPERATORS  
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):</p>	33.96	19.90	53.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	<p>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>			
535	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

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**SKILLED TRADES**

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.68	47.16
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Rofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

## TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	27.20	13.37	40.57
303	Landscaper	18.25	1.11	19.36
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

HEAVY EQUIPMENT OPERATORS  
CONCRETE PAVEMENT OR BRIDGE WORK

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	33.96	19.90	53.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.82	17.98	47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	32.92	18.46	51.38

Future Increase(s):  
Add \$1/hr on 6/2/2013.



Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

<b>RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>
-------------------------------------------------

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	19.50	11.10	30.60
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason	23.00	0.00	23.00
104	Cabinet Installer	16.25	3.22	19.47
105	Carpenter	30.16	1.36	31.52
106	Carpet Layer or Soft Floor Coverer	23.95	6.48	30.43
107	Cement Finisher	22.46	2.71	25.17
108	Drywall Taper or Finisher	15.50	0.00	15.50
109	Electrician	17.00	13.64	30.64
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	18.52	5.93	24.45
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	35.00	0.00	35.00
115	Insulator (Batt or Blown)	18.50	13.98	32.48
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	1.36	31.52
119	Marble Finisher	16.50	2.38	18.88
120	Marble Mason	23.00	0.00	23.00
121	Metal Building Erector	16.52	1.82	18.34
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	23.00	11.27	34.27
125	Pavement Marking Operator	28.10	15.00	43.10

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
129	Plasterer	20.00	0.00	20.00
130	Plumber	38.90	0.00	38.90
132	Refrigeration Mechanic	33.00	1.79	34.79
133	Rofer or Waterproofer	17.50	3.73	21.23
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	19.23	1.46	20.69
138	Temperature Control Installer	21.00	0.00	21.00
139	Terrazzo Finisher	26.57	16.00	42.57
140	Terrazzo Mechanic	30.01	17.13	47.14
141	Tile Finisher	20.60	4.88	25.48
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.84	35.34
146	Well Driller or Pump Installer	19.00	7.30	26.30
147	Siding Installer	19.07	0.00	19.07

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	31.89	18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	28.70	4.91	33.61

\*\*\*\*\* END OF RATES \*\*\*\*\*

This Form Must be Completed in its Entirety

# Certificate of Insurance



Return completed certificate to:  
 City of Madison Engineering  
 Attn: Janet Pien  
 210 Martin Luther King, Jr. Blvd., Rm. 115  
 Madison, WI 53703-3345  
 608-264-9275 (FAX)  
 608-266-4620 (PHONE)

-To-  
 City of Madison  
 Madison, Wisconsin

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time. Name of Insured \_\_\_\_\_

Address B & B Quality Building Restoration, Inc.  
 Bob Forler  
 4111 Catalpa Lane McFarland WI 53558 \_\_\_\_\_

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality. Description of operations insured. \_\_\_\_\_

Policies and Insurers	Limits	Policy Number	Policy Period
Commercial General Liability	Each Occurrence \$1000000	BOP1933210	6/7/13
Frankenmuth Mutual	Aggregate \$2000000		6/7/14
Insurance Company			
Business Auto Liability	Combined Single Limit \$1000000	BA 1933210	6/7/13
			6/7/14
(Insurer) Frankenmuth Mutual Insurance Company			
Umbrella Liability	Occurrence/Aggregate \$5000000	CPP6200239	6/7/13
	Retention \$10000		6/7/14
(Insurer) Frankenmuth Mutual Insurance Company			
Worker's Compensation	Employer's Liability \$500/500/500	WC 1933210	6/7/13
	Statutory (states)		6/7/14
(Insurer) Frankenmuth Mutual Insurance Company			
Professional/Other Liability	Per Claim/Other \$		
	Aggregate \$		
(Insurer) Frankenmuth Mutual Insurance Company			

The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL) ..... YES

The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects:

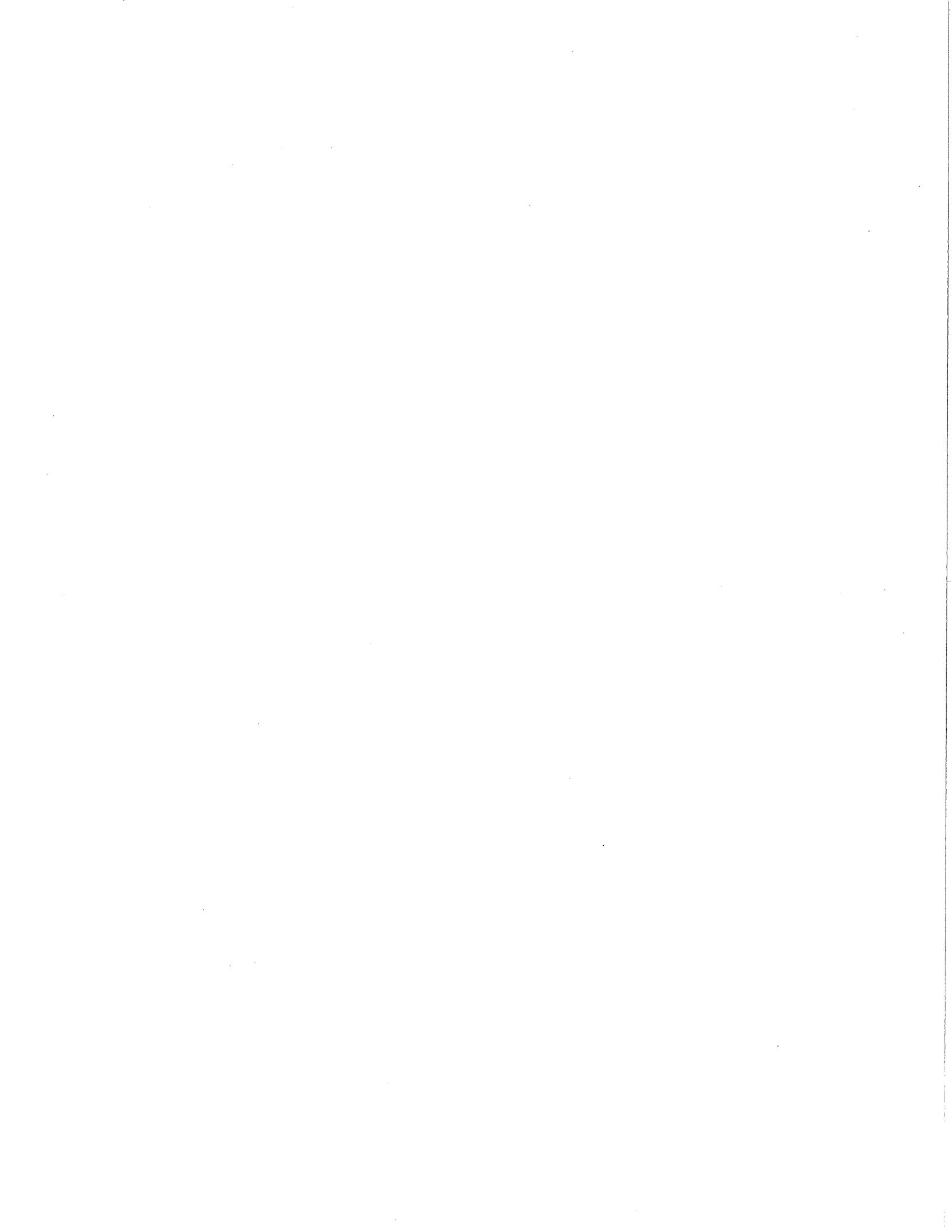
- (a) activities performed for the Municipality by or on behalf of the insured, ..... YES
- (b) products and completed operations of the Named Insured, and ..... YES
- (c) premises owned, leased or used by the Named Insured ..... YES

Products and completed operations. .... YES


The undersigned will mail to the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits ..... YES

Contractual Liability Coverage applying to this Contract ..... YES

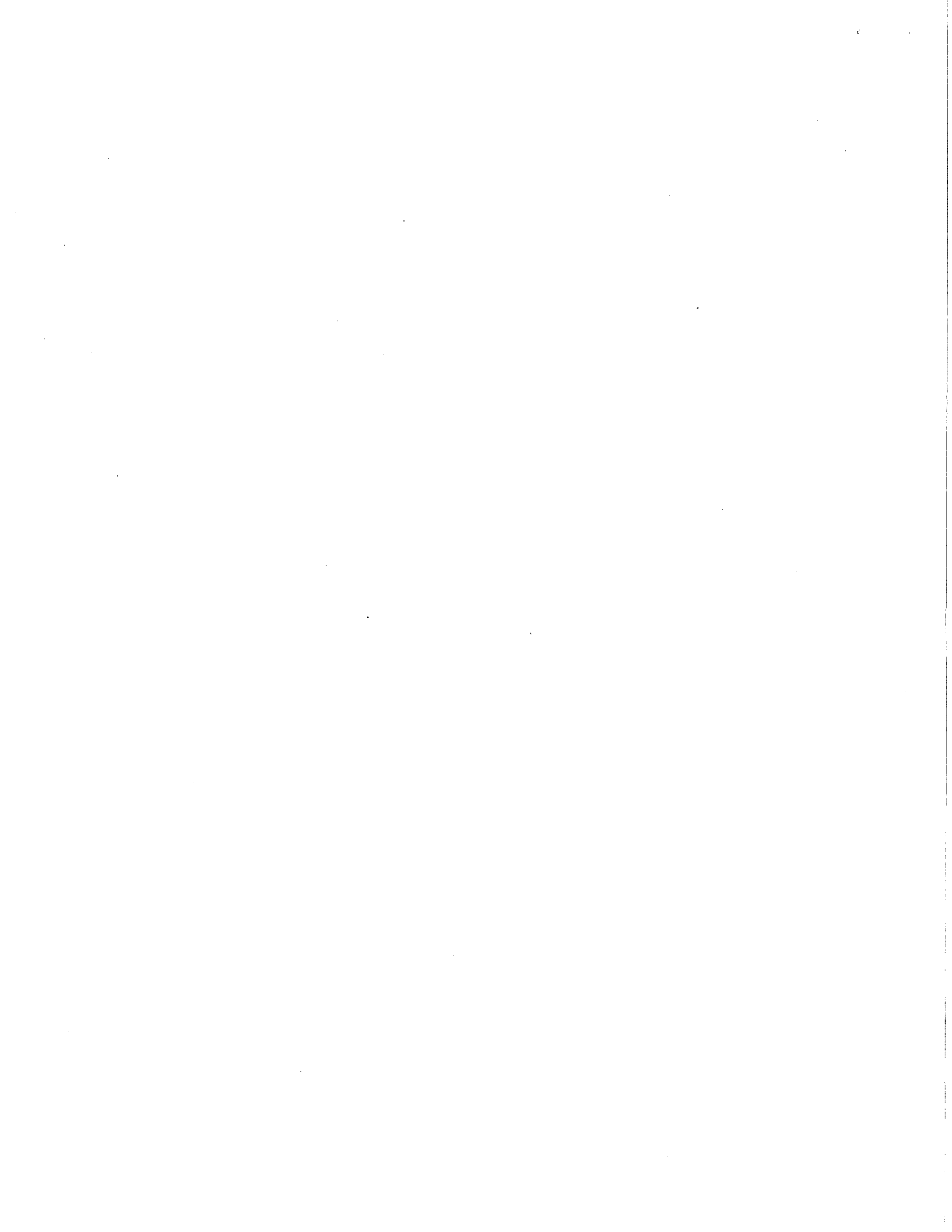
This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, terms or conditions of



clusions and conditions of such policies.

phy Insurance Group  
Agency or Brokerage  
51 Progress Way Suite 300, Waunakee, WI 53597  
Address/City/State/Zip Code  
Insurance Company  
Authorized Signature\* 

Connie Williams  
Name of Contact Person  
608-849-6873  
Telephone Number  
608-849-6871  
FAX Number  
6/11/2013  
Date







B&BQUAL-01

ASHEBYW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2013

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).


<b>PRODUCER</b> The Murphy Insurance Group 251 Progress Way Suite 300 Waunakee, WI 53597-2520	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (608) 849-6873      FAX (A/C, No): (608) 849-6871 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Frankenmuth Mutual Insurance Company      13986 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b>  B&B Quality Building Restoration Inc 4111 Catalpa Lane Mc Farland, WI 53558		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

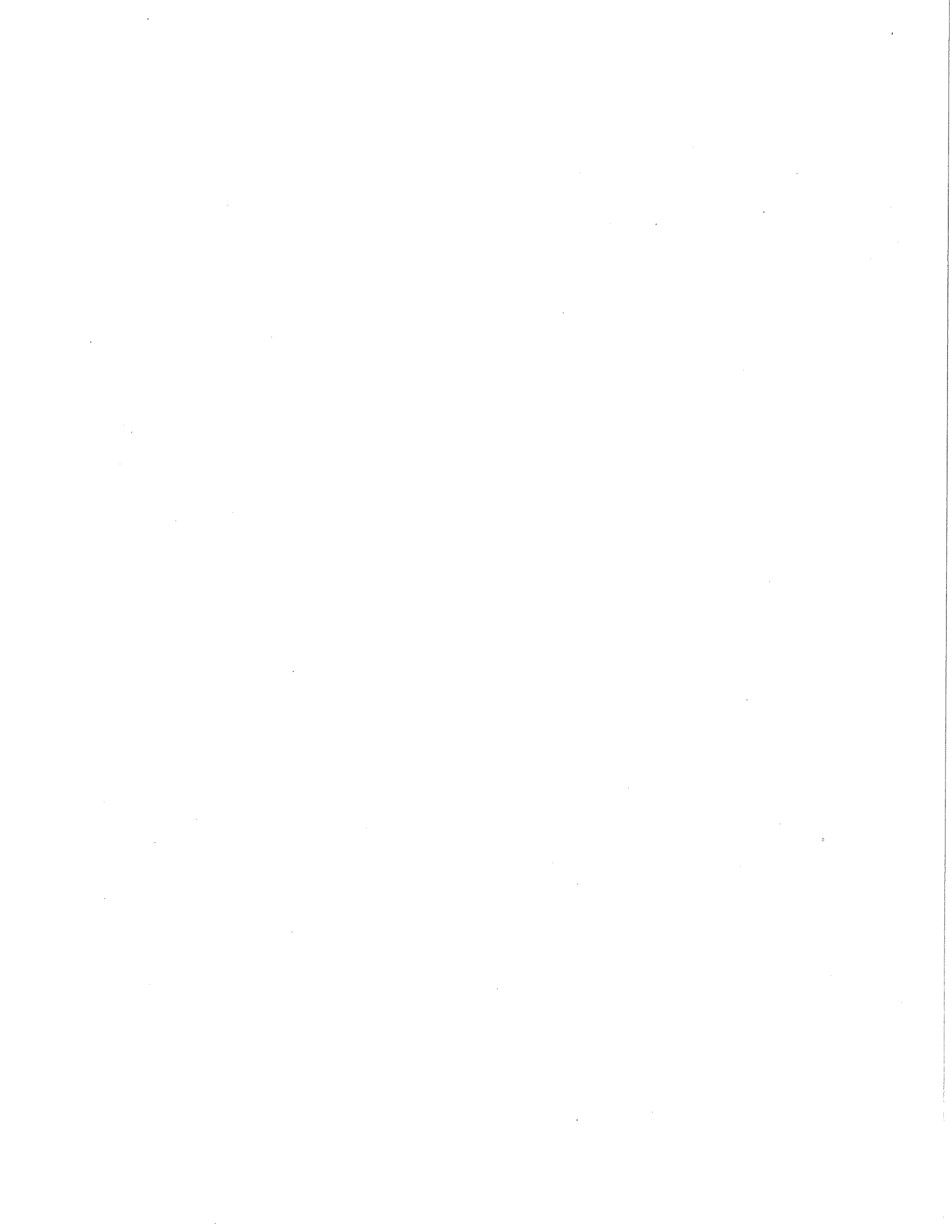
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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			BOP1933210	6/7/2013	6/7/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA 1933210	6/7/2013	6/7/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 1933210	6/7/2013	6/7/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Madison is listed as an additional insured on the general liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Madison City Public Works 210 Martin Luther King Jr. Blvd Rm 115 Madison, WI 53703	<b>CANCELLATION</b>  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 
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**Wisconsin Office of the Commissioner of Insurance  
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Friday, August 16, 2013

STATZ, SHELLY E  
DANE WI

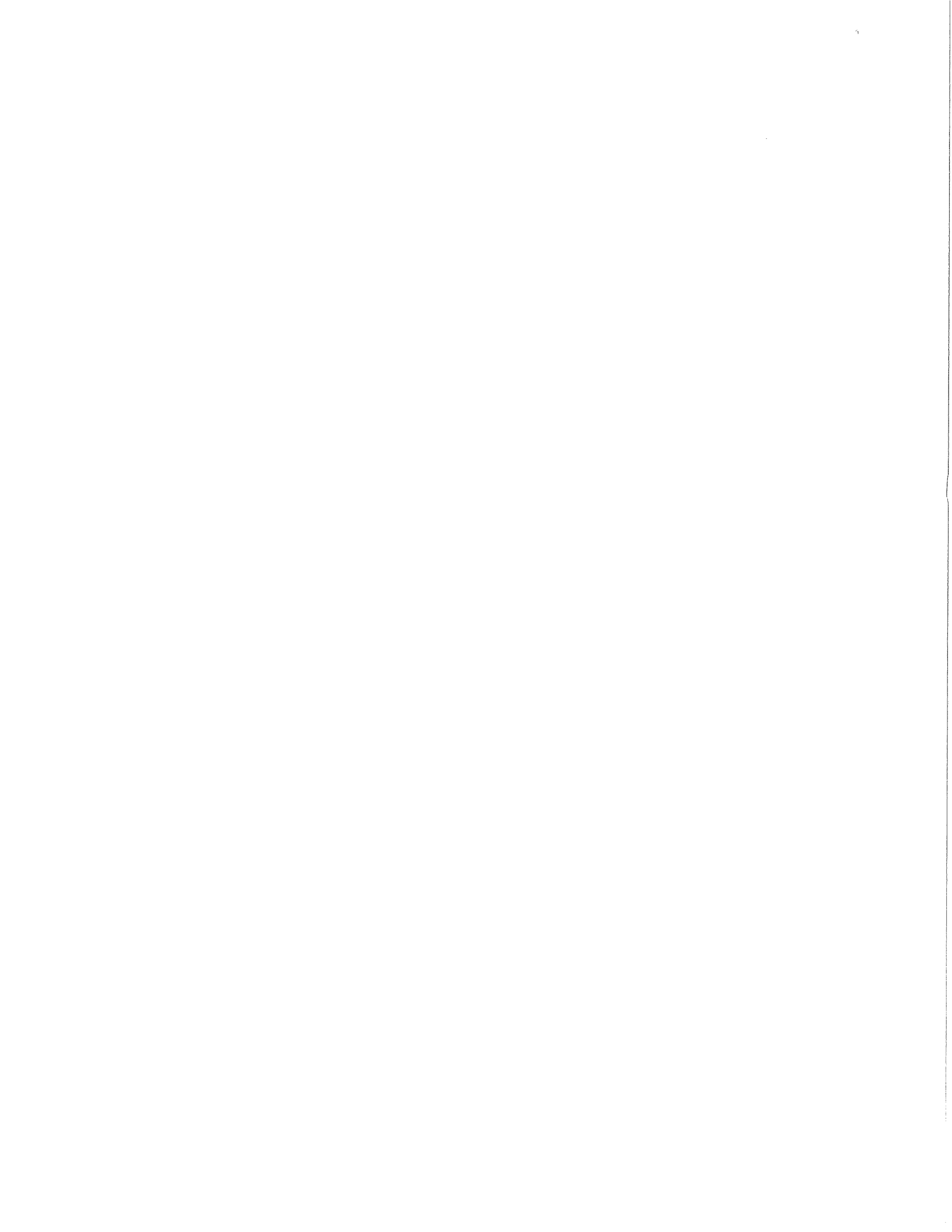
Year of Birth: 1970  
Status: Active  
License Number: 2345352  
NPN\*\*: 6515552  
Effective Date: 01-03-1996  
Expiration Date: 12-31-2014  
License Type: Resident Intermediary Indv  
CE Compliance: 12-31-2014

**Lines of Authority**

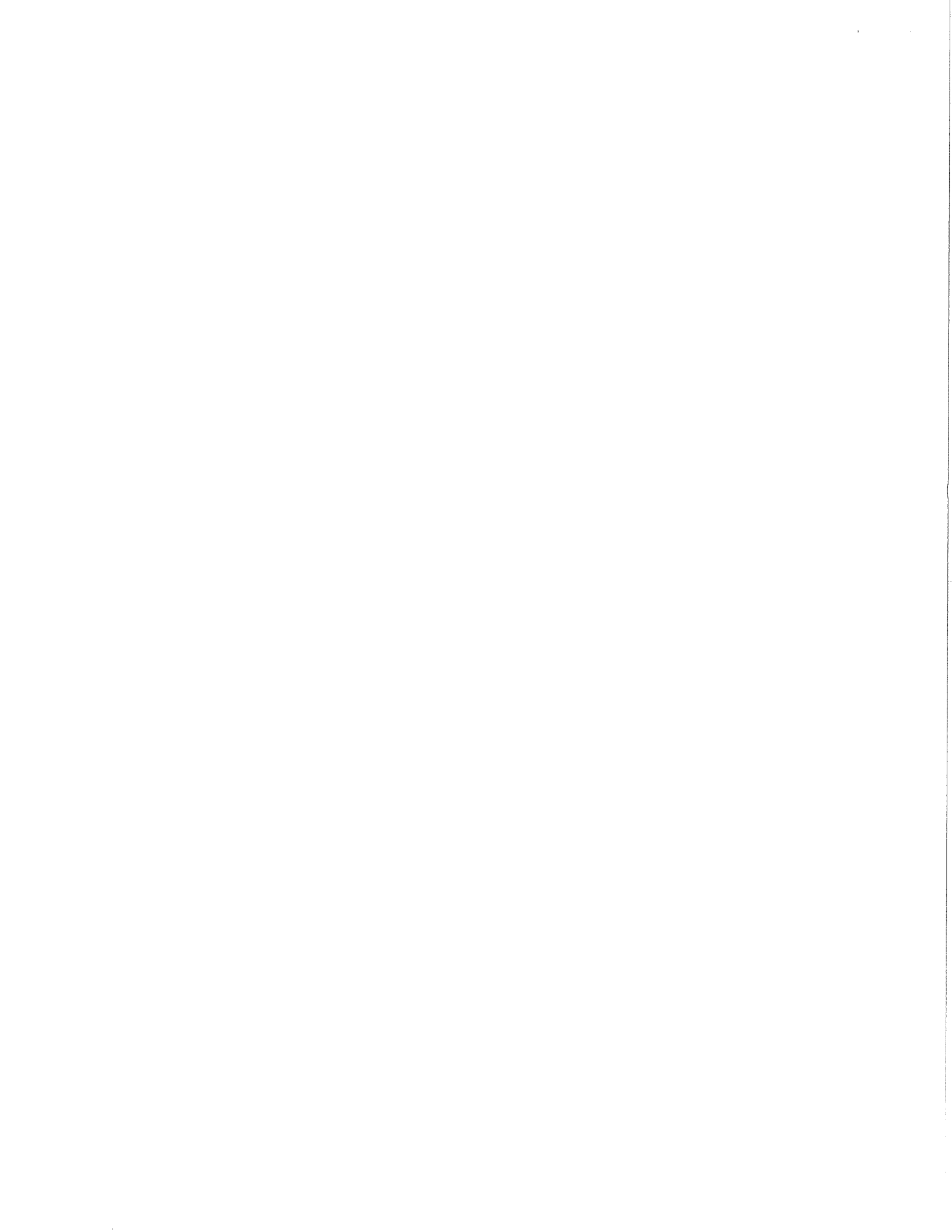
Line of Authority	Residency	Effective Date	Status
Property	Resident	01-03-1996	Active
Casualty	Resident	01-03-1996	Active

**Appointments and Terminations**

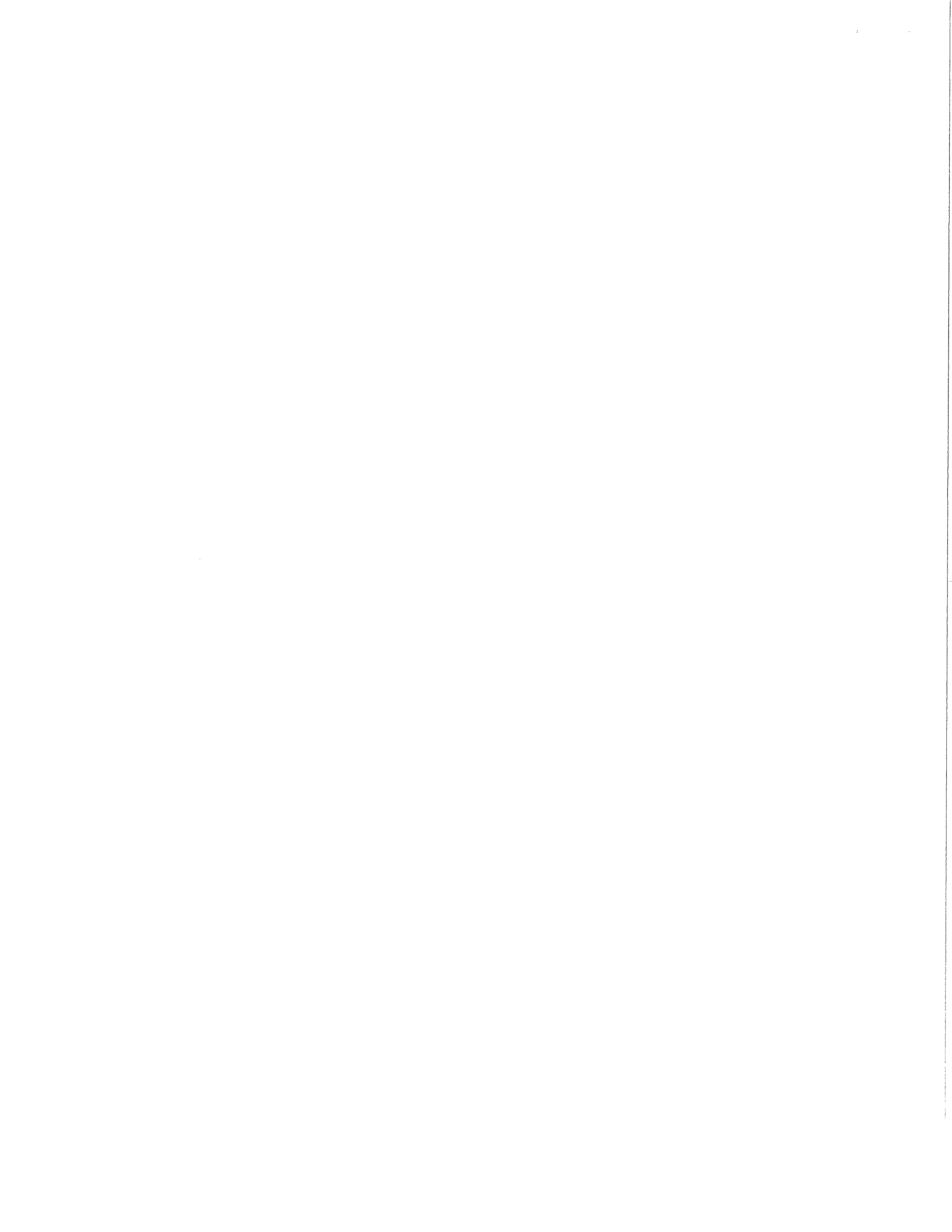
Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	09-20-1996		
	PROP/Active	09-20-1996		
ALLIED Property and Casualty Insurance Company	CAS/Active	02-26-2001		
	PROP/Active	02-26-2001		
Allmerica Financial Benefit Insurance Company	CAS/Inactive	09-18-2001	06-12-2002	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-18-2001	06-12-2002	Vol. Surrender per Agent Rqst
AMCO Insurance Company	CAS/Active	04-25-2000		
	PROP/Active	04-25-2000		
American Casualty Company of Reading, Pennsylvania	CAS/Inactive	11-21-1996	06-25-2001	Inadequate Production
	PROP/Inactive	11-21-1996	06-25-2001	Inadequate Production
American Interstate Insurance Company	CAS/Active	02-17-2003		
	PROP/Active	02-17-2003		
American Select Insurance Company	CAS/Active	05-31-2011		
	PROP/Active	05-31-2011		
American Zurich Insurance Company	CAS/Active	05-11-2006		
	PROP/Active	05-11-2006		
Ansur America	CAS/Active	03-27-2008		



Insurance Company	PROP/Active	03-27-2008		
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Berkley Regional Insurance Company	CAS/Active	03-15-2005		
	PROP/Active	03-15-2005		
Buckeye State Mutual Insurance Company	CAS/Inactive	10-07-1996	07-17-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-07-1996	07-17-2000	Vol. Surrender per Agent Rqst
Builders Mutual Insurance Company	CAS/Inactive	03-27-2002	12-21-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-27-2002	12-21-2005	Vol. Surrender per Agent Rqst
Capitol Indemnity Corporation	CAS/Active	09-03-1996		
	PROP/Active	09-03-1996		
Charter Oak Fire Insurance Company, The	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Chubb Indemnity Insurance Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Chubb National Insurance Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Citizens Insurance Company of America	CAS/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst
Connecticut Indemnity Company, The	CAS/Inactive	08-27-1996	02-10-2005	Canceled
	PROP/Inactive	08-27-1996	02-10-2005	Canceled
Consolidated Insurance Company	CAS/Inactive	04-16-2001	10-25-2006	Canceled
	PROP/Inactive	04-16-2001	10-25-2006	Canceled
Continental Casualty Company	CAS/Inactive	11-21-1996	06-25-2001	Inadequate Production
	PROP/Inactive	11-21-1996	06-25-2001	Inadequate Production
Continental Western Insurance Company	CAS/Active	01-30-2004		
	PROP/Active	01-30-2004		
Depositors Insurance Company	CAS/Active	04-25-2000		
	PROP/Active	04-25-2000		
EMC Property & Casualty Company	CAS/Active	05-07-2013		
	PROP/Active	05-07-2013		

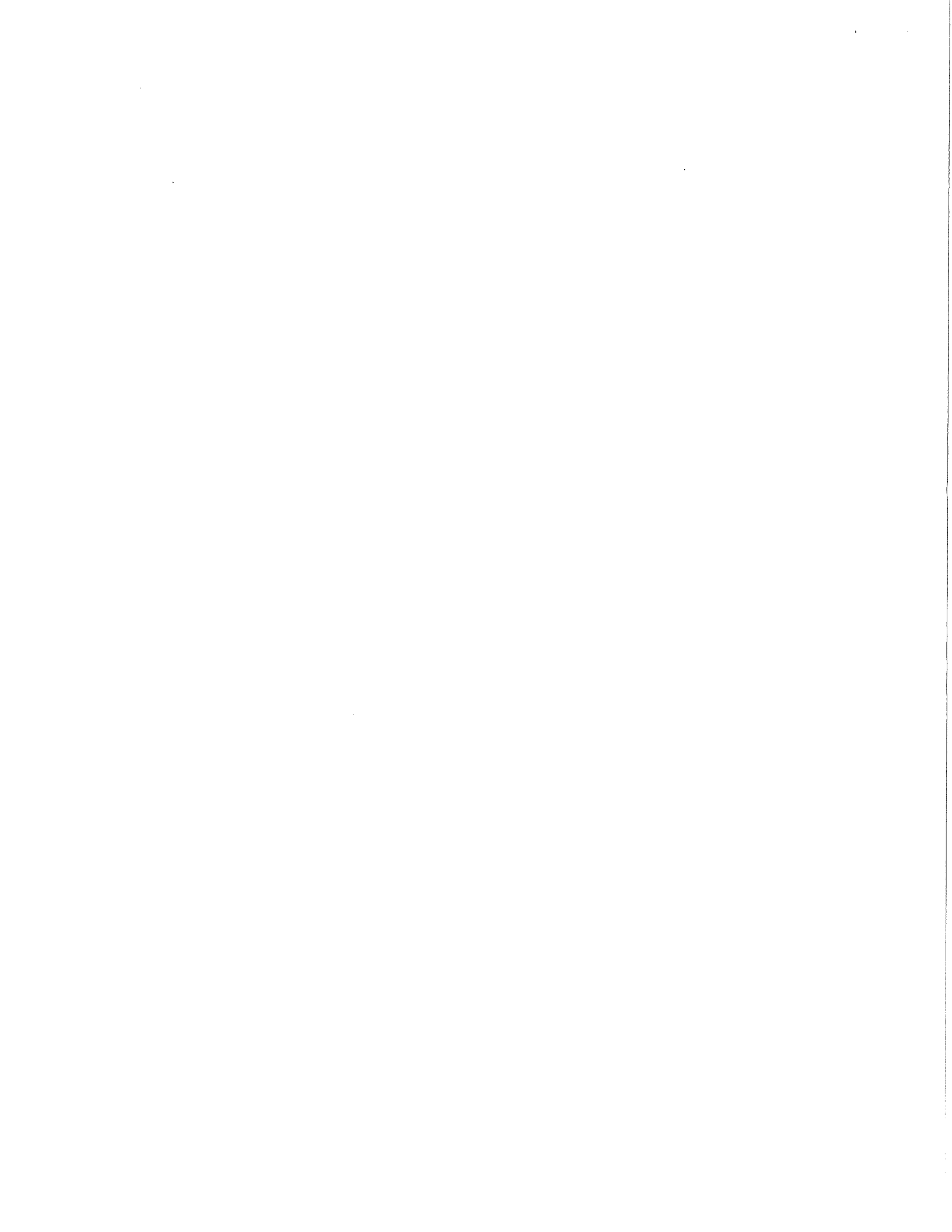


Emcasco Insurance Company	CAS/Active	05-07-2013		
	PROP/Active	05-07-2013		
Employers Assurance Company	CAS/Active	12-06-1999		
	PROP/Active	12-06-1999		
Employers Insurance Company of Wausau	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
Employers Mutual Casualty Company	CAS/Active	05-07-2013		
	PROP/Active	05-07-2013		
Employers Preferred Insurance Company	CAS/Active	11-26-2007		
Everest National Insurance Company	CAS/Inactive	02-04-2004	11-14-2006	Canceled
	PROP/Inactive	02-04-2004	11-14-2006	Canceled
Executive Risk Indemnity Inc.	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Fairmont Specialty Insurance Company	CAS/Inactive	10-14-1997	06-02-1999	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-14-1997	06-02-1999	Vol. Surrender per Agent Rqst
Farmers Automobile Insurance Association, The	CAS/Inactive	02-03-1997	04-13-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-03-1997	04-13-1998	Vol. Surrender per Agent Rqst
Federal Insurance Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Fidelity and Guaranty Insurance Company	CAS/Inactive	08-10-1998	12-05-2009	Canceled
	PROP/Inactive	08-10-1998	12-05-2009	Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	08-10-1998	12-05-2009	Canceled
	PROP/Inactive	08-10-1998	12-05-2009	Canceled
Fire and Casualty Insurance Company of Connecticut, The	CAS/Inactive	08-27-1996	02-10-2005	Canceled
	PROP/Inactive	08-27-1996	02-10-2005	Canceled
Firemen's Insurance Company of Washington, D.C.	CAS/Inactive	10-04-2010	12-08-2010	Canceled
	PROP/Inactive	10-04-2010	12-08-2010	Canceled
First Liberty Insurance Corporation, The	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
Foremost Insurance Company Grand	CAS/Inactive	11-15-2012	03-08-2013	Canceled
	PROP/Inactive	11-15-2012	03-08-2013	Canceled

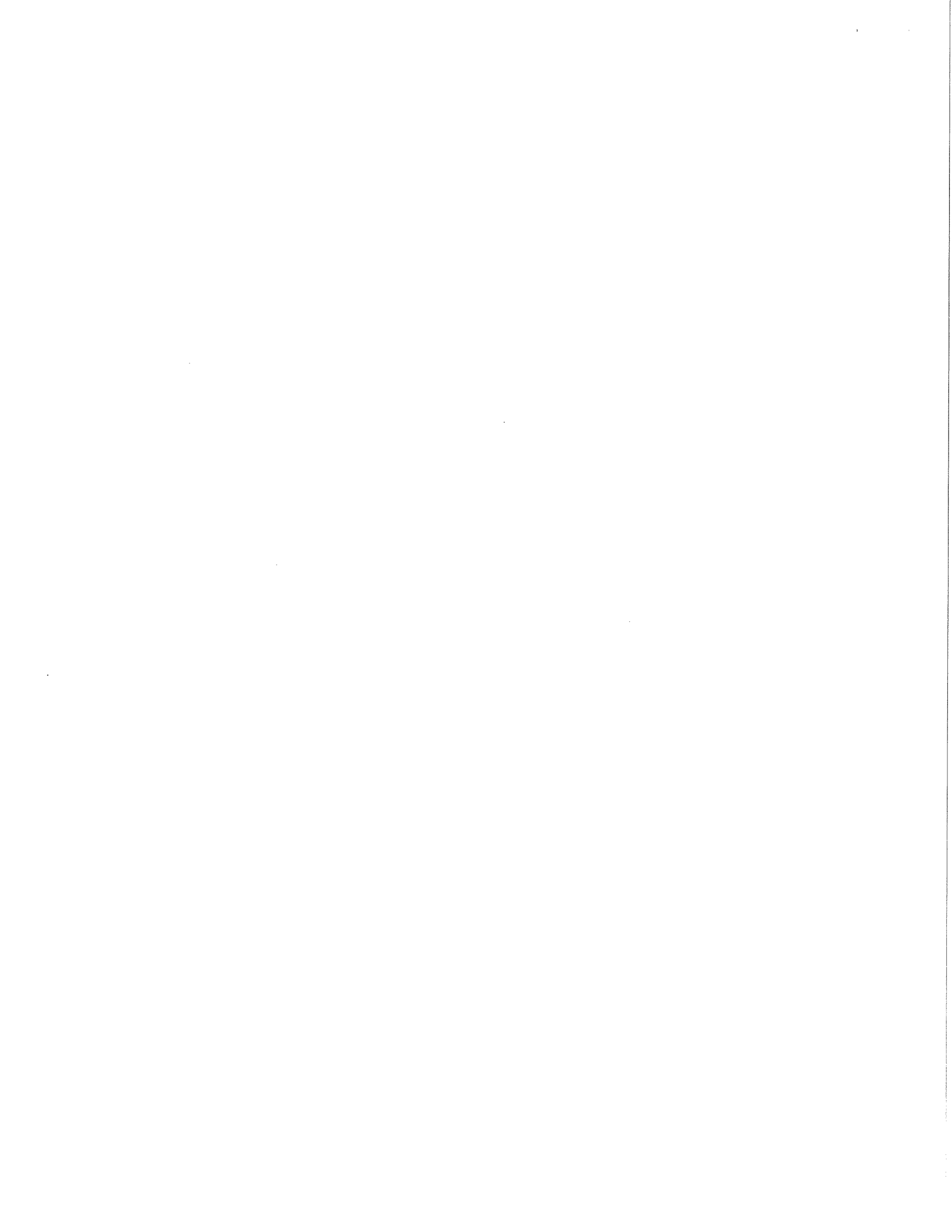




Rapids, Michigan				
Foremost Property and Casualty Insurance Company	CAS/Inactive	11-15-2012	03-08-2013	Canceled
	PROP/Inactive	11-15-2012	03-08-2013	Canceled
Foremost Signature Insurance Company	CAS/Inactive	11-15-2012	03-08-2013	Canceled
	PROP/Inactive	11-15-2012	03-08-2013	Canceled
Frankenmuth Mutual Insurance Company	CAS/Active	08-27-1996		
	PROP/Active	08-27-1996		
General Casualty Company of Wisconsin	CAS/Active	09-12-1996		
	PROP/Active	09-12-1996		
Germantown Mutual Insurance Company	CAS/Inactive	08-14-1996	03-23-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-14-1996	03-23-1998	Vol. Surrender per Agent Rqst
Great Northern Insurance Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Great Northwest Insurance Company	CAS/Inactive	06-18-1998	05-21-2002	Canceled
	PROP/Inactive	06-18-1998	05-21-2002	Canceled
Hallmark National Insurance Company	CAS/Inactive	07-26-2001	12-28-2011	Canceled
	PROP/Inactive	07-26-2001	12-28-2011	Canceled
Hanover Insurance Company, The	CAS/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Inactive	01-17-2003	10-25-2006	Canceled
	PROP/Inactive	01-17-2003	10-25-2006	Canceled
Indiana Insurance Company	CAS/Inactive	04-16-2001	10-25-2006	Canceled
	PROP/Inactive	04-16-2001	10-25-2006	Canceled
Liberty Insurance Corporation	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
Liberty Mutual Fire Insurance Company	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
Liberty Mutual Insurance Company	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
LM Insurance Corporation	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled
Massachusetts Bay Insurance Company	CAS/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst



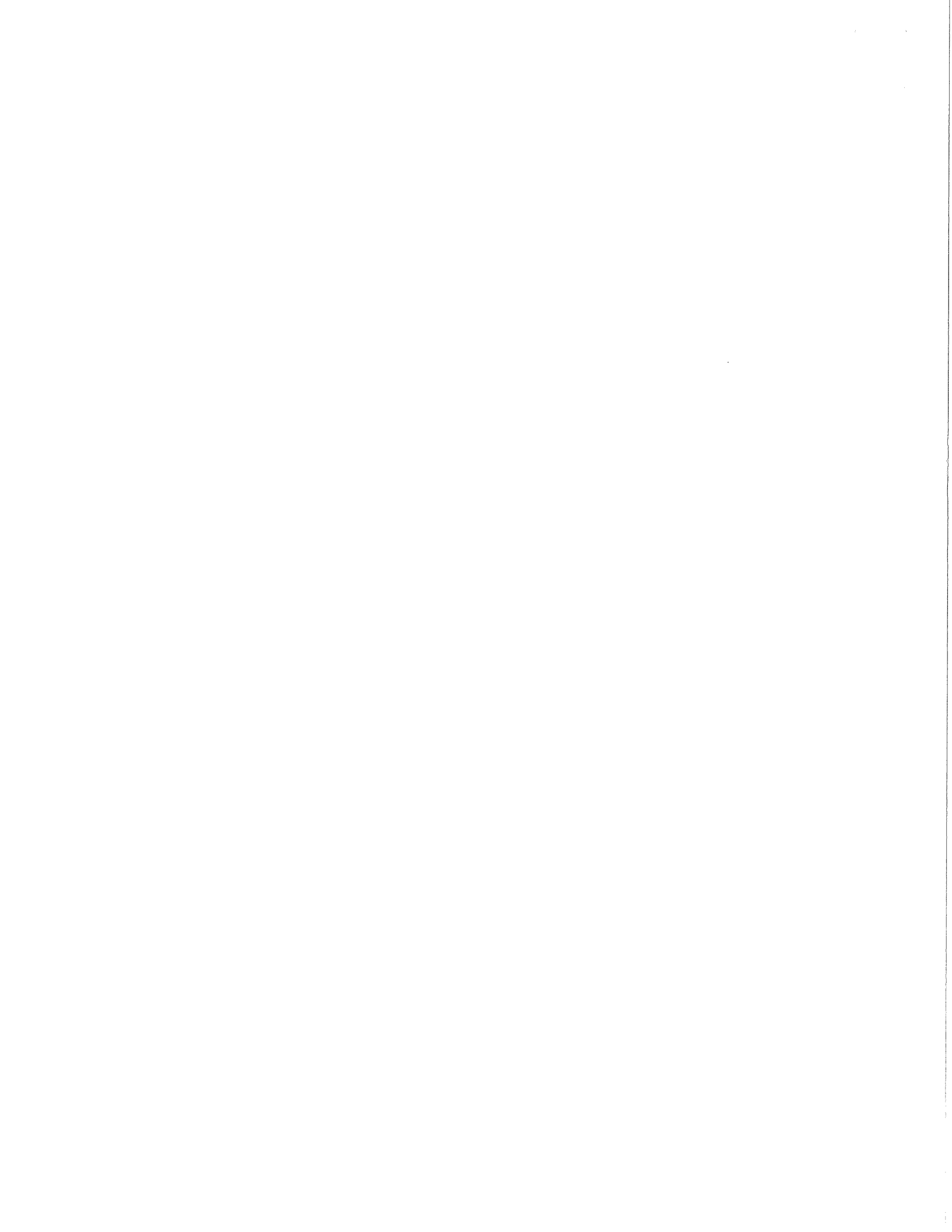
	PROP/Inactive	09-25-1996	06-12-2002	Vol. Surrender per Agent Rqst
Meridian Citizens Mutual Insurance Company	CAS/Active	04-09-2003		
	CAS/Inactive	10-29-1996	05-21-2002	Canceled
	PROP/Active	04-09-2003		
	PROP/Inactive	10-29-1996	05-21-2002	Canceled
Meridian Mutual Insurance Company	CAS/Inactive	11-13-1998	06-01-2001	Company Merger
	PROP/Inactive	11-13-1998	06-01-2001	Company Merger
Meridian Security Insurance Company	CAS/Active	04-18-2012		
	CAS/Inactive	11-13-1998	02-16-2005	Canceled
	PROP/Active	04-18-2012		
	PROP/Inactive	11-13-1998	02-16-2005	Canceled
Middlesex Mutual Assurance Company	CAS/Active	11-29-2010		
	PROP/Active	11-29-2010		
Milbank Insurance Company	CAS/Active	10-23-2006		
	PROP/Active	10-23-2006		
Mt. Morris Mutual Insurance Company	CAS/Active	09-26-2000		
	PROP/Active	09-26-2000		
National Fire Insurance Company of Hartford	CAS/Inactive	11-22-1996	06-25-2001	Inadequate Production
	PROP/Inactive	11-22-1996	06-25-2001	Inadequate Production
Nationwide Affinity Insurance Company of America	CAS/Active	04-18-2005		
	PROP/Active	04-18-2005		
Nationwide Agribusiness Insurance Company	CAS/Active	11-05-2012		
	PROP/Active	11-05-2012		
Nationwide Mutual Insurance Company	CAS/Active	04-25-2000		
	PROP/Active	04-25-2000		
Netherlands Insurance Company, The	CAS/Inactive	04-16-2001	10-25-2006	Canceled
	PROP/Inactive	04-16-2001	10-25-2006	Canceled
Ohio Farmers Insurance Company	CAS/Active	05-31-2011		
	PROP/Active	05-31-2011		
Old Republic Insurance Company	CAS/Active	10-03-2009		
Old Republic Surety Company	CAS/Active	10-03-2009		
Pacific Indemnity Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		



Pacific Star Insurance Company	CAS/Inactive	09-20-1996	04-27-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-20-1996	04-27-2001	Vol. Surrender per Agent Rqst
Partners Mutual Insurance Company	CAS/Inactive	10-16-2003	12-29-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-16-2003	12-29-2011	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Inactive	04-13-2005	10-25-2006	Canceled
	PROP/Inactive	04-13-2005	10-25-2006	Canceled
Peerless Insurance Company	CAS/Inactive	04-16-2001	10-25-2006	Canceled
	PROP/Inactive	04-16-2001	10-25-2006	Canceled
Pekin Insurance Company	CAS/Inactive	02-03-1997	04-13-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-03-1997	04-13-1998	Vol. Surrender per Agent Rqst
Phoenix Insurance Company, The	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Platte River Insurance Company	CAS/Inactive	04-16-2008	12-31-2010	Inadequate Production
	PROP/Inactive	04-16-2008	12-31-2010	Inadequate Production
Progressive Northern Insurance Company	CAS/Active	09-03-1996		
	PROP/Active	09-03-1996		
Regent Insurance Company	CAS/Active	09-12-1996		
	PROP/Active	09-12-1996		
Republic-Franklin Insurance Company	CAS/Active	06-20-2001		
	PROP/Active	06-20-2001		
RLI Insurance Company	CAS/Active	10-29-2008		
	PROP/Active	10-29-2008		
SECURA INSURANCE, A Mutual Company	CAS/Active	10-29-2003		
	PROP/Active	10-29-2003		
SECURA Supreme Insurance Company	CAS/Active	10-29-2003		
	PROP/Active	10-29-2003		
Security Insurance Company of Hartford	CAS/Inactive	08-27-1996	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-27-1996	09-07-2007	Vol. Surrender per Agent Rqst
SOCIETY INSURANCE, a mutual company	CAS/Active	05-29-1996		
	PROP/Active	05-29-1996		

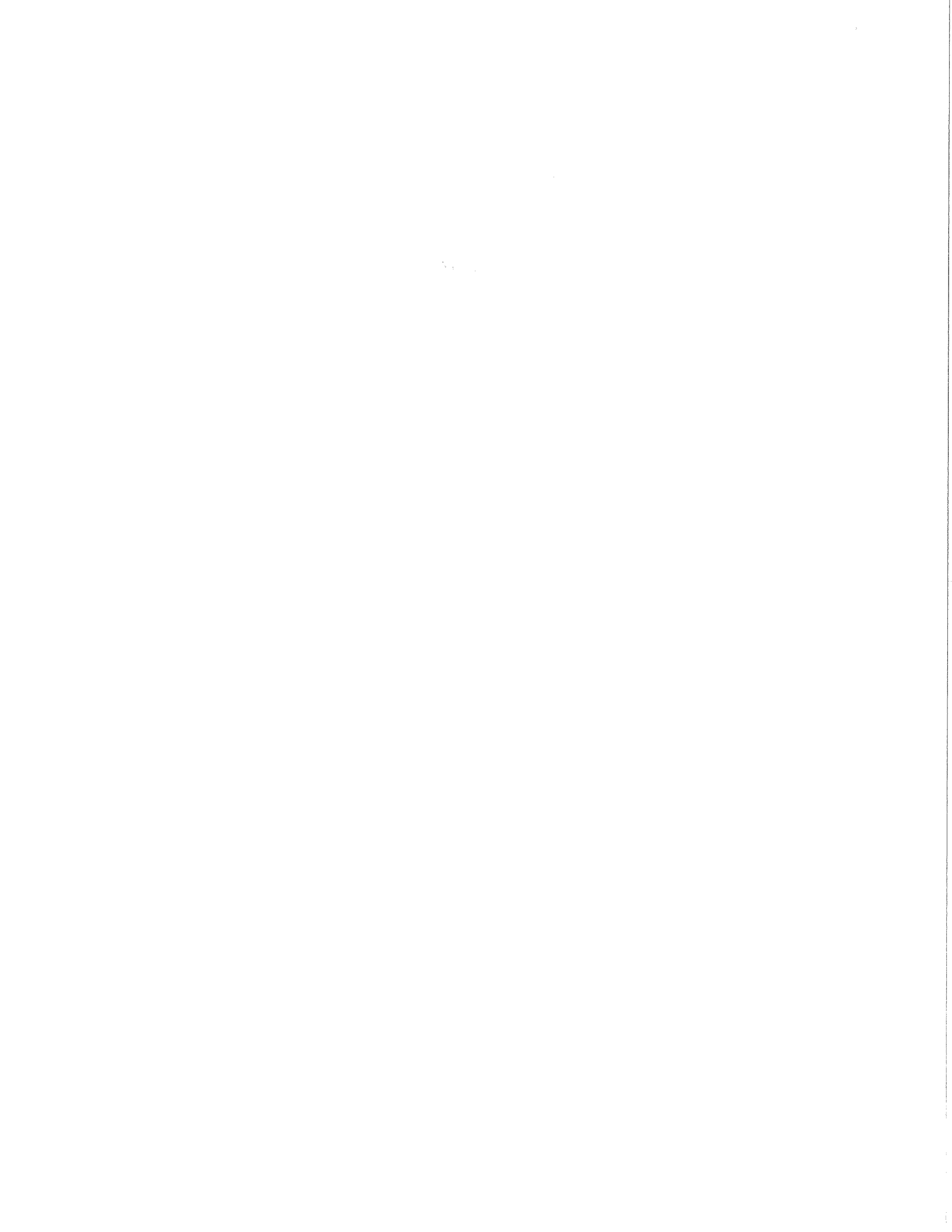


St. Paul Fire and Casualty Insurance Company	CAS/Inactive	08-07-1996	12-05-2009	Canceled
	PROP/Inactive	08-07-1996	12-05-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active	08-07-1996		
	PROP/Active	08-07-1996		
St. Paul Guardian Insurance Company	CAS/Inactive	08-07-1996	12-05-2009	Canceled
	PROP/Inactive	08-07-1996	12-05-2009	Canceled
St. Paul Mercury Insurance Company	CAS/Inactive	08-07-1996	12-05-2009	Canceled
	PROP/Inactive	08-07-1996	12-05-2009	Canceled
St. Paul Protective Insurance Company	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
State Auto Insurance Company of Wisconsin	CAS/Active	07-26-2001		
	CAS/Inactive	05-02-1997	11-24-1998	Vol. Surrender per Agent Rqst
	PROP/Active	07-26-2001		
State Auto Property and Casualty Insurance Company	PROP/Inactive	05-02-1997	11-24-1998	Vol. Surrender per Agent Rqst
	CAS/Active	07-26-2001		
State Automobile Mutual Insurance Company	PROP/Active	07-26-2001		
	CAS/Active	11-13-1998		
Statewide Insurance Company	PROP/Active	11-13-1998		
	CAS/Inactive	09-23-1996	01-21-2004	Canceled
Transcontinental Insurance Company	PROP/Inactive	09-23-1996	01-21-2004	Canceled
	CAS/Inactive	11-21-1996	06-25-2001	Inadequate Production
Transportation Insurance Company	PROP/Inactive	11-21-1996	06-25-2001	Inadequate Production
	CAS/Inactive	11-21-1996	06-25-2001	Inadequate Production
Travelers Casualty and Surety Company	PROP/Inactive	11-21-1996	06-25-2001	Inadequate Production
	CAS/Active	06-07-2004		
Travelers Casualty and Surety Company of America	PROP/Active	06-07-2004		
	CAS/Active	05-24-2004		
Travelers Casualty Insurance Company of America	PROP/Active	05-24-2004		
	CAS/Active	12-11-2007		
Travelers Constitution State	PROP/Active	12-11-2007		
	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst





Insurance Company	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active	11-29-2005		
	PROP/Active	11-29-2005		
Travelers Indemnity Company of America, The	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Travelers Indemnity Company of Connecticut, The	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Travelers Indemnity Company, The	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Travelers Property Casualty Company of America	CAS/Active	06-07-2004		
	PROP/Active	06-07-2004		
Travelers Property Casualty Insurance Company	CAS/Inactive	07-22-2005	12-05-2009	Canceled
	PROP/Inactive	07-22-2005	12-05-2009	Canceled
United States Fidelity and Guaranty Company	CAS/Inactive	08-10-1998	12-05-2009	Canceled
	PROP/Inactive	08-10-1998	12-05-2009	Canceled
Utica Mutual Insurance Company	CAS/Active	06-20-2001		
	PROP/Active	06-20-2001		
Valley Forge Insurance Company	CAS/Inactive	11-21-1996	06-25-2001	Inadequate Production
	PROP/Inactive	11-21-1996	06-25-2001	Inadequate Production
Venture Insurance Company	CAS/Inactive	05-29-1996	01-04-2006	Canceled
	PROP/Inactive	05-29-1996	01-04-2006	Canceled
Victoria Automobile Insurance Company	CAS/Active	12-03-2004		
	PROP/Active	12-03-2004		
Victoria Fire & Casualty Company	CAS/Active	12-03-2004		
	PROP/Active	12-03-2004		
Vigilant Insurance Company	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Virginia Surety Company, Inc.	CAS/Inactive	04-15-1997	07-19-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	04-15-1997	07-19-2000	Vol. Surrender per Agent Rqst
Wausau Business Insurance Company	CAS/Inactive	12-15-2010	01-26-2012	Canceled
	PROP/Inactive	12-15-2010	01-26-2012	Canceled



Wausau General Insurance Company	CAS/Inactive PROP/Inactive	12-15-2010 12-15-2010	01-26-2012 01-26-2012	Canceled Canceled
Wausau Underwriters Insurance Company	CAS/Inactive PROP/Inactive	12-15-2010 12-15-2010	01-26-2012 01-26-2012	Canceled Canceled
West Bend Mutual Insurance Company	CAS/Active PROP/Active	07-31-1996 07-31-1996		
Western Surety Company	CAS/Active	02-21-1997		
Westfield Insurance Company	CAS/Active PROP/Active	05-31-2011 05-31-2011		
Westfield National Insurance Company	CAS/Active PROP/Active	05-31-2011 05-31-2011		
Wilson Mutual Insurance Company	CAS/Active PROP/Active	03-24-2005 03-24-2005		

\* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

\*\* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

