

Contract Routing Form

ROUTING: Routine

printed on: 09/17/2013

Contract between: Maly Roofing Company, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Streets West - Cold Storage Roof Replacement

Contract No.: 7161
Enactment No.: RES-13-00665
Dollar Amount: 147,640.00

File No.: 31126
Enactment Date: 09/05/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-17-13	9-17-13
Director of Civil Rights	9-17-13	9-24-13 MOC
Risk Manager	9-24-13	9-25-13 RN
Finance Director	9-25-13	9-25-13 RN
City Attorney 1429	9-25-13	9-26-13
Mayor	9-26-13	9-27-13

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

P6 # B1537161

Original + 2 Copies

09/17/2013 11:46:36 enjls - Paul Stauffer, 266-4366

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / ~~AA~~
Contract Value: See above
AA Plan: Approved
Amendment / Addendum #
Type: POS / Dvlp / Sbdy / Gov't /
Grant / PW / Goal / Loan / Agrmt



CITY OF MADISON - WISCONSIN

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File #:	31126	Version: 1	Name:	Awarding Public Works Contract No. 7161, Streets West - Cold Storage Roof Replacement.
Type:	Resolution	Status:	Passed	
File created:	8/1/2013	In control:	<u>COMMON COUNCIL</u>	
On agenda:	9/3/2013	Final action:	9/3/2013	
Enactment date:	9/5/2013	Enactment #:	RES-13-00665	
Title:	Awarding Public Works Contract No. 7161, Streets West - Cold Storage Roof Replacement.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Cont 7161.pdf</u>			

[History \(3\)](#)[Text](#)**Fiscal Note**

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7161, Streets West - Cold Storage Roof Replacement.

Body

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

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

See attached document (Contract No. 7161) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7161
STREETS WEST – COLD STORAGE ROOF REPLACEMENT

MALY ROOFING COMPANY, INC.

\$147,640.00

Acct. No. CB53-58401-810715-00-53W1567
Contingency 8%±

\$147,640.00
11,810.00

GRAND TOTAL

\$159,450.00

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Monday, September 16, 2013

EASLAND, CONNIE
COTTAGE GROVE WI

Year of Birth: 1963
Status: Active
License Number: 2321272
NPN**: 6504657
Effective Date: 07-06-1992
Expiration Date: 07-31-2014
License Type: Resident Intermediary Indv
CE Compliance: 07-31-2014

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	09-21-1992	Active
Casualty	Resident	07-06-1992	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
21st Century National Insurance Company	CAS/Inactive	09-12-2005	11-08-2010	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-12-2005	11-08-2010	Vol. Surrender per Agent Rqst
Accident Fund General Insurance Company	CAS/Active	08-18-2008		
Accident Fund Insurance Company of America	CAS/Active	05-18-2001		
Accident Fund National Insurance Company	CAS/Active	08-18-2008		
ACUITY, A Mutual Insurance Company	CAS/Active	12-12-1995		
	PROP/Active	12-12-1995		
ALLIED Property and Casualty Insurance Company	CAS/Inactive	06-24-2003	07-08-2008	Canceled
	PROP/Inactive	06-24-2003	07-08-2008	Canceled
Allmerica Financial Alliance Insurance Company	CAS/Active	08-29-2012		
	PROP/Active	08-29-2012		
Allmerica Financial Benefit Insurance	CAS/Active	08-29-2012		

Company	PROP/Active	08-29-2012		
AMCO Insurance Company	CAS/Inactive	06-24-2003	07-08-2008	Canceled
	PROP/Inactive	06-24-2003	07-08-2008	Canceled
American Casualty Company of Reading, Pennsylvania	CAS/Inactive	09-07-1993	12-16-2003	Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003	Inadequate Production
American Economy Insurance Company	CAS/Inactive	02-10-1998	10-29-2003	Inadequate Production
	PROP/Inactive	02-10-1998	10-29-2003	Inadequate Production
American Fire and Casualty Company	CAS/Active	09-10-1996		
	PROP/Active	09-10-1996		
American Guarantee and Liability Insurance Company	CAS/Inactive	10-10-2007	02-04-2013	Canceled
	PROP/Inactive	10-10-2007	02-04-2013	Canceled
American Interstate Insurance Company	CAS/Inactive	02-27-2004	01-12-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-27-2004	01-12-2007	Vol. Surrender per Agent Rqst
American Select Insurance Company	CAS/Active	12-11-2012		
	PROP/Active	12-11-2012		
American States Insurance Company	CAS/Active	09-27-2008		
	CAS/Inactive	02-10-1998	10-29-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	02-10-1998	10-29-2003	Inadequate Production
American West Insurance Company	CAS/Inactive	02-18-1994	03-02-1999	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-18-1994	03-02-1999	Vol. Surrender per Agent Rqst
American Zurich Insurance Company	CAS/Inactive	05-12-2006	02-04-2013	Canceled
	PROP/Inactive	05-12-2006	02-04-2013	Canceled
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Assurance Company of America	CAS/Inactive	07-24-2000	02-04-2013	Canceled
	PROP/Inactive	07-24-2000	02-04-2013	Canceled
Capitol Indemnity Corporation	CAS/Active	09-13-2012		
	CAS/Inactive	12-22-1998	09-21-2011	Inadequate Production
	PROP/Active	09-13-2012		
	PROP/Inactive	12-22-1998	09-21-2011	Inadequate Production
Charter Oak Fire Insurance Company, The	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		

Chubb Indemnity Insurance Company	CAS/Active	09-27-2010			
	PROP/Active	09-27-2010			
Citizens Insurance Company of America	CAS/Active	08-29-2012			
	PROP/Active	08-29-2012			
Connecticut Indemnity Company, The	CAS/Inactive	10-20-1995	02-10-2005		Canceled
	PROP/Inactive	10-20-1995	02-10-2005		Canceled
Consolidated Insurance Company	CAS/Active	05-10-2002			
	PROP/Active	05-10-2002			
Continental Casualty Company	CAS/Inactive	09-07-1993	12-16-2003		Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003		Inadequate Production
Continental Western Insurance Company	CAS/Active	03-16-1993			
	PROP/Active	03-16-1993			
Depositors Insurance Company	CAS/Inactive	06-24-2003	07-08-2008		Canceled
	PROP/Inactive	06-24-2003	07-08-2008		Canceled
EMC Property & Casualty Company	CAS/Active	02-20-2013			
	PROP/Active	02-20-2013			
Emcasco Insurance Company	CAS/Active	02-20-2013			
	CAS/Inactive	02-17-1995	11-01-2003		Vol. Surrender per Agent Rqst
	PROP/Active	02-20-2013			
	PROP/Inactive	02-17-1995	11-01-2003		Vol. Surrender per Agent Rqst
Employers Mutual Casualty Company	CAS/Active	02-20-2013			
	CAS/Inactive	02-17-1995	11-01-2003		Vol. Surrender per Agent Rqst
	PROP/Active	02-20-2013			
	PROP/Inactive	02-17-1995	11-01-2003		Vol. Surrender per Agent Rqst
Employers' Fire Insurance Company, The	CAS/Inactive	01-18-1995	12-08-2004		Vol. Surrender per Agent Rqst
	PROP/Inactive	01-18-1995	12-08-2004		Vol. Surrender per Agent Rqst
Executive Risk Indemnity Inc.	CAS/Active	09-27-2010			
	PROP/Active	09-27-2010			
Farmers Automobile Insurance Association, The	CAS/Inactive	02-23-1993	09-08-1997		Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1993	09-08-1997		Vol. Surrender per Agent Rqst
Federal Insurance Company	CAS/Active	09-27-2010			
	PROP/Active	09-27-2010			

Fidelity and Deposit Company of Maryland	CAS/Active	07-16-1992		
	PROP/Active	07-16-1992		
Fidelity and Guaranty Insurance Company	CAS/Inactive	07-21-1994	12-05-2009	Canceled
	PROP/Inactive	07-21-1994	12-05-2009	Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	07-21-1994	12-05-2009	Canceled
	PROP/Inactive	07-21-1994	12-05-2009	Canceled
Fire and Casualty Insurance Company of Connecticut, The	CAS/Inactive	10-20-1995	02-10-2005	Canceled
	PROP/Inactive	10-20-1995	02-10-2005	Canceled
Firemen's Insurance Company of Washington, D.C.	CAS/Inactive	09-27-2010	12-06-2010	Canceled
	PROP/Inactive	09-27-2010	12-06-2010	Canceled
First National Insurance Company of America	CAS/Active	09-27-2008		
	CAS/Inactive	11-08-1994	10-29-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	11-08-1994	10-29-2003	Inadequate Production
Foremost Insurance Company Grand Rapids, Michigan	CAS/Active	11-15-2012		
	PROP/Active	11-15-2012		
Foremost Property and Casualty Insurance Company	CAS/Active	11-15-2012		
	PROP/Active	11-15-2012		
Foremost Signature Insurance Company	CAS/Active	11-15-2012		
	PROP/Active	11-15-2012		
General Casualty Company of Wisconsin	CAS/Active	01-27-1997		
	PROP/Active	01-27-1997		
General Insurance Company of America	CAS/Active	09-27-2008		
	CAS/Inactive	11-08-1994	10-29-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	11-08-1994	10-29-2003	Inadequate Production
Germantown Mutual Insurance Company	CAS/Active	04-01-2005		
	PROP/Active	04-01-2005		
Great Northern Insurance Company	CAS/Active	09-27-2010		
	PROP/Active	09-27-2010		
Hallmark National Insurance Company	CAS/Inactive	07-26-2001	12-23-2011	Canceled
	PROP/Inactive	07-26-2001	12-23-2011	Canceled
Hanover Insurance Company, The	CAS/Active	08-29-2012		

	PROP/Active	08-29-2012		
Harleysville Insurance Company	CAS/Active	09-11-2003		
	CAS/Inactive	03-29-1996	06-25-1999	Vol. Surrender per Agent Rqst
	PROP/Active	09-11-2003		
	PROP/Inactive	03-29-1996	06-25-1999	Vol. Surrender per Agent Rqst
Harleysville Lake States Insurance Company	CAS/Inactive	05-28-1997	01-18-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-28-1997	01-18-2013	Vol. Surrender per Agent Rqst
Harleysville Mutual Insurance Company	CAS/Inactive	01-28-2008	06-13-2012	Canceled
	PROP/Inactive	01-28-2008	06-13-2012	Canceled
Harleysville Preferred Insurance Company	CAS/Inactive	01-28-2008	01-18-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-28-2008	01-18-2013	Vol. Surrender per Agent Rqst
Harleysville Worcester Insurance Company	CAS/Inactive	01-28-2008	01-18-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-28-2008	01-18-2013	Vol. Surrender per Agent Rqst
Hartford Accident and Indemnity Company	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
Hartford Casualty Insurance Company	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
Hartford Fire Insurance Company	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
Hartford Insurance Company of the Midwest	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
Hartford Underwriters Insurance Company	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
Hastings Mutual Insurance Company	CAS/Active	04-20-2006		
	PROP/Active	04-20-2006		
Hawkeye-Security Insurance Company	CAS/Active	05-10-2002		
	PROP/Active	05-10-2002		
Houston General Insurance Company	CAS/Inactive	12-21-1993	03-03-1999	Canceled
	PROP/Inactive	12-21-1993	03-03-1999	Canceled
Indiana Insurance	CAS/Active	05-10-2002		

Company	PROP/Active	05-10-2002		
Integrity Mutual Insurance Company	CAS/Active	07-08-1999		
	CAS/Inactive	04-08-1993	06-23-1999	Vol. Surrender per Agent Rqst
	PROP/Active	07-08-1999		
	PROP/Inactive	04-08-1993	06-23-1999	Vol. Surrender per Agent Rqst
Integrity Property and Casualty Insurance Company	CAS/Active	02-18-2008		
	PROP/Active	02-18-2008		
Maryland Casualty Company	CAS/Inactive	07-24-2000	02-04-2013	Canceled
	PROP/Inactive	07-24-2000	02-04-2013	Canceled
Massachusetts Bay Insurance Company	CAS/Active	08-29-2012		
	PROP/Active	08-29-2012		
Meridian Mutual Insurance Company	CAS/Inactive	09-13-1995	06-01-2001	Company Merger
	PROP/Inactive	09-13-1995	06-01-2001	Company Merger
Meridian Security Insurance Company	CAS/Active	04-18-2012		
	CAS/Inactive	07-26-2001	02-16-2005	Canceled
	PROP/Active	04-18-2012		
	PROP/Inactive	07-26-2001	02-16-2005	Canceled
Michigan Commercial Insurance Mutual	CAS/Active	06-01-2006		
Middlesex Mutual Assurance Company	CAS/Active	03-15-2005		
	PROP/Active	03-15-2005		
Milbank Insurance Company	CAS/Active	10-23-2006		
	PROP/Active	10-23-2006		
Milwaukee Casualty Insurance Co.	CAS/Inactive	11-07-1995	11-20-2002	Canceled
	PROP/Inactive	11-07-1995	11-20-2002	Canceled
Milwaukee Insurance Company	CAS/Inactive	11-07-1995	11-20-2002	Canceled
	PROP/Inactive	11-07-1995	11-20-2002	Canceled
National Farmers Union Property and Casualty Company	CAS/Active	02-01-2010		
	PROP/Active	02-01-2010		
National Fire Insurance Company of Hartford	CAS/Inactive	09-07-1993	12-16-2003	Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003	Inadequate Production
Nationwide Affinity Insurance Company of America	CAS/Inactive	04-04-2005	07-08-2008	Canceled
	PROP/Inactive	04-04-2005	07-08-2008	Canceled
Nationwide Mutual	CAS/Inactive	04-26-2012	01-18-2013	Vol. Surrender per

Insurance Company	CAS/Inactive	06-24-2003	07-08-2008	Agent Rqst Canceled
	PROP/Inactive	04-26-2012	01-18-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-24-2003	07-08-2008	Canceled
Netherlands Insurance Company, The	CAS/Active	05-10-2002		
	PROP/Active	05-10-2002		
North River Insurance Company, The	CAS/Inactive	12-20-1995	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-20-1995	12-17-2009	Vol. Surrender per Agent Rqst
Northern Assurance Company of America, The	CAS/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
Northern Insurance Company of New York	CAS/Inactive	07-24-2000	02-04-2013	Canceled
	PROP/Inactive	07-24-2000	02-04-2013	Canceled
Ohio Casualty Insurance Company, The	CAS/Active	09-10-1996		
	PROP/Active	09-10-1996		
Ohio Security Insurance Company	CAS/Active	03-07-2007		
	PROP/Active	03-07-2007		
OneBeacon America Insurance Company	CAS/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
OneBeacon Midwest Insurance Company	CAS/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	CAS/Active	09-27-2010		
	PROP/Active	09-27-2010		
Pacific Star Insurance Company	CAS/Inactive	12-12-1995	11-28-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-12-1995	11-28-2000	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Active	04-13-2005		
	PROP/Active	04-13-2005		
Peerless Insurance Company	CAS/Active	05-10-2002		
	PROP/Active	05-10-2002		

Pekin Insurance Company	CAS/Inactive	02-23-1993	09-08-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1993	09-08-1997	Vol. Surrender per Agent Rqst
Phoenix Insurance Company, The	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Progressive Casualty Insurance Company	CAS/Inactive	05-15-2008	01-06-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-15-2008	01-06-2009	Vol. Surrender per Agent Rqst
Progressive Northern Insurance Company	CAS/Active	09-03-1996		
	PROP/Active	09-03-1996		
Regent Insurance Company	CAS/Active	01-27-1997		
	PROP/Active	01-27-1997		
Republic-Franklin Insurance Company	CAS/Inactive	08-03-2005	10-01-2006	Canceled
	PROP/Inactive	08-03-2005	10-01-2006	Canceled
SAFECO Insurance Company of America	CAS/Active	09-27-2008		
	CAS/Inactive	11-08-1994	10-29-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	11-08-1994	10-29-2003	Inadequate Production
SAFECO Insurance Company of Illinois	CAS/Active	09-27-2008		
	CAS/Inactive	11-08-1994	10-29-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	11-08-1994	10-29-2003	Inadequate Production
SAFECO National Insurance Company	CAS/Inactive	11-08-1994	10-29-2003	Inadequate Production
	PROP/Inactive	11-08-1994	10-29-2003	Inadequate Production
SECURA INSURANCE, A Mutual Company	CAS/Active	08-24-2012		
	CAS/Inactive	01-28-1997	07-23-2002	Canceled
	PROP/Active	08-24-2012		
	PROP/Inactive	01-28-1997	07-23-2002	Canceled
SECURA Supreme Insurance Company	CAS/Active	08-24-2012		
	CAS/Inactive	04-18-2001	07-23-2002	Canceled
	CAS/Inactive	01-28-1997	06-14-1999	Vol. Surrender per Agent Rqst
	PROP/Active	08-24-2012		
	PROP/Inactive	04-18-2001	07-23-2002	Canceled
	PROP/Inactive	01-28-1997	06-14-1999	Vol. Surrender per Agent Rqst
Security Insurance Company of Hartford	CAS/Inactive	10-20-1995	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-20-1995	09-07-2007	Vol. Surrender per

				Agent Rqst
Selective Insurance Company of America	CAS/Active	10-30-2012		
	CAS/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
	PROP/Active	10-30-2012		
	PROP/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
Selective Insurance Company of South Carolina	PROP/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
	CAS/Active	10-30-2012		
	CAS/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
	PROP/Active	10-30-2012		
Selective Insurance Company of the Southeast	PROP/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
	CAS/Active	10-30-2012		
	CAS/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
SFM Mutual Insurance Company	PROP/Active	10-30-2012		
	PROP/Inactive	10-30-2012	10-30-2012	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-21-1998	05-19-2009	Vol. Surrender per Agent Rqst
	CAS/Active	10-08-2012		
	CAS/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
SPARTA Insurance Company	PROP/Inactive	01-18-1995	12-08-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-07-1996	12-05-2009	Canceled
St. Paul Fire and Casualty Insurance Company	PROP/Inactive	08-07-1996	12-05-2009	Canceled
	CAS/Active	08-07-1996		
St. Paul Fire and Marine Insurance Company	PROP/Active	08-07-1996		
	CAS/Active	08-07-1996		
St. Paul Guardian Insurance Company	CAS/Active	08-07-1996		

	PROP/Active	08-07-1996		
St. Paul Mercury Insurance Company	CAS/Active	08-07-1996		
	PROP/Active	08-07-1996		
State Auto Insurance Company of Wisconsin	CAS/Active	07-26-2001		
	PROP/Active	07-26-2001		
State Auto Property and Casualty Insurance Company	CAS/Active	07-26-2001		
	PROP/Active	07-26-2001		
State Automobile Mutual Insurance Company	CAS/Active	09-13-1995		
	PROP/Active	09-13-1995		
Traders & General Insurance Company	CAS/Inactive	01-08-1997	03-03-1999	Canceled
	PROP/Inactive	01-08-1997	03-03-1999	Canceled
Transcontinental Insurance Company	CAS/Inactive	09-07-1993	12-16-2003	Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003	Inadequate Production
Transportation Insurance Company	CAS/Inactive	09-07-1993	12-16-2003	Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003	Inadequate Production
Travelers Casualty and Surety Company	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Travelers Casualty and Surety Company of America	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Travelers Casualty Insurance Company of America	CAS/Active	10-11-2007		
	PROP/Active	10-11-2007		
Travelers Home and Marine Insurance Company, The	CAS/Active	07-24-2007		
	PROP/Active	07-24-2007		
Travelers Indemnity Company of America, The	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Travelers Indemnity Company of Connecticut, The	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Travelers Indemnity Company, The	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Travelers Property Casualty Company of America	CAS/Active	08-30-2004		
	PROP/Active	08-30-2004		
Tri-State Insurance	CAS/Inactive	01-07-2000	01-07-2009	Canceled

Company of Minnesota	PROP/Inactive	01-07-2000	01-07-2009	Canceled
Twin City Fire Insurance Company	CAS/Inactive	04-22-2003	10-20-2009	Canceled
	PROP/Inactive	04-22-2003	10-20-2009	Canceled
United Fire & Casualty Company	CAS/Active	09-21-1998		
	CAS/Inactive	09-21-1993	05-14-1997	Canceled
	PROP/Active	09-21-1998		
	PROP/Inactive	09-21-1993	05-14-1997	Canceled
United States Fidelity and Guaranty Company	CAS/Active	07-21-1994		
	PROP/Active	07-21-1994		
United States Fire Insurance Company	CAS/Inactive	12-20-1995	03-08-2004	Canceled
	PROP/Inactive	12-20-1995	03-08-2004	Canceled
United Wisconsin Insurance Company	CAS/Active	09-13-2001		
	PROP/Inactive	09-13-2001	06-27-2006	Canceled
Unitrin Safeguard Insurance Company	CAS/Inactive	11-07-1995	11-20-2002	Canceled
	PROP/Inactive	11-07-1995	11-20-2002	Canceled
Universal Surety Company	CAS/Inactive	06-15-1993	12-02-2003	Inadequate Production
USF&G Insurance Company of Wisconsin	CAS/Inactive	05-24-1995	01-01-2001	Company Merger
	PROP/Inactive	05-24-1995	01-01-2001	Company Merger
Utica Mutual Insurance Company	CAS/Inactive	08-03-2005	10-01-2006	Canceled
	PROP/Inactive	08-03-2005	10-01-2006	Canceled
Valiant Insurance Company	CAS/Inactive	07-24-2000	12-05-2007	Canceled
	PROP/Inactive	07-24-2000	12-05-2007	Canceled
Valley Forge Insurance Company	CAS/Inactive	09-07-1993	12-16-2003	Inadequate Production
	PROP/Inactive	09-07-1993	12-16-2003	Inadequate Production
Victoria Automobile Insurance Company	CAS/Active	12-02-2004		
	PROP/Active	12-02-2004		
Victoria Fire & Casualty Company	CAS/Active	12-02-2004		
	PROP/Active	12-02-2004		
Vigilant Insurance Company	CAS/Active	09-27-2010		
	PROP/Active	09-27-2010		
West American Insurance Company	CAS/Active	09-10-1996		
	PROP/Active	09-10-1996		
West Bend Mutual Insurance Company	CAS/Active	05-25-1993		
	PROP/Active	05-25-1993		

Western National Mutual Insurance Company	CAS/Inactive	04-20-1995	09-01-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	04-20-1995	09-01-2006	Vol. Surrender per Agent Rqst
Western Surety Company	CAS/Active	03-24-1993		
Westfield Insurance Company	CAS/Active	12-11-2012		
	PROP/Active	12-11-2012		
Westfield National Insurance Company	CAS/Active	12-11-2012		
	PROP/Active	12-11-2012		
Wilson Mutual Insurance Company	CAS/Active	05-04-2006		
	PROP/Active	05-04-2006		
Zurich American Insurance Company	CAS/Inactive	10-10-2007	02-04-2013	Canceled
	PROP/Inactive	10-10-2007	02-04-2013	Canceled
Zurich American Insurance Company of Illinois	CAS/Inactive	10-10-2007	02-04-2013	Canceled
	PROP/Inactive	10-10-2007	02-04-2013	Canceled

* 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.

\$147,640.00
FILE

BID OF MALY ROOFING COMPANY INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

STREETS WEST COLD STORAGE ROOF REPLACEMENT

CONTRACT NO. 7161

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 3, 2013

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

<https://bidexpress.com/login>

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

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This Proposal, and Agreement have
been prepared by:

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

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

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:	STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO.:	7161
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JULY 19, 2013
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JULY 19, 2013
BID SUBMISSION (1:00 P.M.)	JULY 26, 2013
BID OPEN (1:30 P.M.)	JULY 26, 2013
PUBLISHED IN WSJ	7/12/13 & 7/19/13

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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 Storage 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. 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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

shall be deemed non-responsible and the bidder ineligible for award of this contract.

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

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

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

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

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

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

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

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison's notice. Postmark not applicable.

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		% x 0.6 = % (discounted to 60%)
Total Percentage of SBE Utilization: %.		

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

Small Business Enterprise Compliance Report

SBE Contact Report

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

☐ Yes ☐ No

3. Did this SBE submit a bid? ☐ Yes ☐ No

4. Is the General Contractor pre-qualified to self-perform this category of work?

☐ Yes ☐ No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

- ☐ The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

- ☐ The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

- ☐ The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

- ☐ A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

- ☐ Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

STREETS WEST COLD STORAGE ROOF REPLACEMENT CONTRACT NO. 7161

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 SEPTEMBER 23rd, 2013. The total time of completion for the contract shall be SIXTY (60) 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.

**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 contract shall consist of the following

- 1) Completely remove all of the existing spray foam insulation down to the top of existing structural metal roof.
This includes removing the insulation between the roof's ribs down to the bottom of the pans.

- 2) Inspect for any deteriorated or damaged areas of the existing roof. Repair any damages that were caused by removal of foam insulation. Report any other deficiencies to the Project Manager.
- 3) Remove vents/penetrations from roof as indicated on plans. Fabricate replacement panels from 22 gauge galvanized sheet metal to cover openings. Extend the curb for remaining vent as to ensure there is a minimum of 8" of clearance from the final roof surface elevation and the top of the vent curb.
- 4) Infill polyisocyanurate foam insulation between existing metal roof's ribs .
- 5) Install TPO roofing system with 4 ½" of polyisocyanurate insulation above roof's ribs and infill insulation as shown on plans & specifications.
- 6) Install Alpine #115 snow guard per plans & specifications
- 7) Perform all other work as required to achieve the specified manufacturers 20 year non pro rate warranty utilizing 30 year warranty details from the manufacturer
- 8) Install new gutters and downspouts per plans.

2. PRE-BID INFORMATION

Site Visits may be arranged by making an appointment with the site contact or thru the City project manager.

3. COMMENCEMENT AND COMPLETION

Please refer to Section 105.15, 109.7, and 110.5 of the Standard Specifications, which can be found here: <http://www.cityofmadison.com/Business/PW/specs.cfm>.

The successful Bidder must agree to commence the work on or before a date to be specified in a written "Start work Letter" and to **fully complete all the work within 60 consecutive calendar days** thereafter.

4. CONTACTS

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

The City's designee for the site contact is: John Blotz
 Company: City of Madison- Streets Division
 Address: 1501 Badger Road Madison WI 53711
 Phone: 608-515-6849, Email: jblotz@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 shall be provided by the City.

7. SALVAGE MATERIALS

No materials removed from this project shall be reused except as specifically noted below. Some existing blocking may be reused after inspection and approval by the City Project Manager. All materials removed shall become the property of and shall be disposed of by the Contractor.

8. PROVISIONS FOR FUTURE WORK

Not applicable. No provisions for future work are necessary.

9. SPECIAL SITE CONDITIONS

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.

Limited site vehicle parking is available for Contractor's use. Two parking spaces shall be provided for the contractor's use within the parking lot.

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.

No permanently reserved on-site space for a trash container shall 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.

Remainder of the building and site will be occupied during construction. Contractors shall take particular care to avoid disturbance and disruption to the existing building structure and to the ongoing activities of the occupants.

A temporary field office and temporary toilets are not required. The Contractor's labor force may use City's restroom facilities in the Gas Shack 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. The contractor has the option to bring in temporary portable toilets if desired. The location shall be coordinated with the Site Contact.

10. ALTERNATES

Not Applicable. No 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 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:

- 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".
- Comply with City of Madison General Ordinance Chapter 10, STREETS, ALLEYS, SIDEWALKS AND GUTTERS, Section 10.185 RECYCLING AND REUSE OF CONSTRUCTION AND DEMOLITION DEBRIS.

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 a diagram and a preliminary construction progress schedule covering Contractor operations for the first 45 calendar days.

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

After the initial submittal, the Contractor shall update the schedule monthly by entering actual progress for the period and submit copies as part of the payment request.

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. 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). 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, 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. Each original transmittal shall be assigned a transmittal number. The number shall begin with the first initial of the name of the Contractor's firm followed by a serial number. The re-submittals shall indicate the same number with numerical suffix in sequence. Each transmittal shall itemize the enclosures and indicate the distribution of the transmittal and the enclosures. 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, AASHTO, 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

All serviceable and replaceable devices, including but not limited to valves, boxes, and dampers shall receive an access at a location and in a size that enables proper servicing and repair of the device without removal of other material. The sizes described below are minimum sizes and might be increased if the type and size of device requires it. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with the City or designee making sure that access is available for all equipment and specialties. Relocate access panel or door if equipment is not properly accessible to perform all maintenance and repair at no cost to the City.

LAY-IN CEILINGS:

Removable lay-in ceiling tiles in 2 X 2 foot or 2 X 4 foot configuration are sufficient; no additional access provisions are required unless specifically indicated.

CONCEALED SPLINE CEILINGS:

Removable sections of ceiling tile held in position with metal slats or tabs compatible with the ceiling system used.

METAL PAN CEILINGS:

Removable sections of ceiling tile held in position by a pressure fit will be provided under Section 09500.

PLASTER WALLS AND CEILINGS:

16 gauge frame with not less than a 20 gauge hinged door panel, prime coated steel for general applications, stainless steel for use in toilets, showers, and similar wet areas, concealed hinges, screwdriver operated cam latch

for general applications, key lock for use in public or secured areas, UL listed for use in fire rated partitions if required by the application. Use the largest size access opening possible, consistent with the space and the item needing service; minimum size is 12" by 12".

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 demolish 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

Not applicable

6. EXCAVATION, BACKFILL, AND SURFACE RESTORATION

Not Applicable.

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

The Contractor shall make all arrangements with the local utility company for metered electrical service, pay for the installation of all temporary service to utility point of termination shown on drawings, and upon completion of project, pay for removal of temporary service. The Contractor shall patch surfaces and structure after services have been removed. The Contractor shall pay for all electrical energy consumed for construction purposes for all trades including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The Contractor shall continue to pay for energy used until substantial completion even though equipment has been connected to the permanent wiring.

Contractor shall provide and maintain 200 ampere electrical services in single phase or multiphase as required by equipment to be used. Provide at multiple services to ensure service to run at less than 75% of its capacity at all times and to enable short cable runs of less than 300 ft to equipment to be used.

The Contractor shall provide meter base and wiring to point of utility termination, provide main fused service switch, and fused or breaker distribution panel(s). The Contractor shall also provide, at no cost to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until substantial completion. Upon completion of the project, the Contractor shall remove the temporary system.

After Substantial Completion of the permanent electrical system and building wiring, permanent receptacles may be used during finishing work. Permanent wiring for lighting fixtures, switches and receptacles shall be installed only after all masonry and plastering has been completed, but this wiring shall not be used for motors larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits to mains of electrical panels at the expense of those trades requiring them, provided that special permission is obtained from the City and the installation is made by skilled electricians.

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

The Contractor shall supply all water required for construction and other purposes until the permanent water supply system is accepted and in operation. As soon as possible Contractor shall install and pay for permanent water mains into new building, provide temporary gate valve and freezing protection, extend piping and provide a 3/4" hose bib for use by all Contractors. Permanent lines may be used.

Waste of water shall be avoided and valves, connections, pumps pipes and hoses shall be provided by Contractor kept in perfect condition.

Sewer work shall be started and finished as soon as possible. Including backfill.

Water supply used by workmen shall be kept clean and sanitary at all times.

TOILETS

The Contractor shall 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

The Contractor shall provide, maintain and remove upon completion a temporary watertight office where directed for use by the Contractor and Trades. The office shall be equipped with a plan rack, a suitable table for examination of plans and shall have adequate equipment for document files and space for job meetings. Exterior of offices shall be of neat appearance, and if deemed necessary by the City, shall be painted to achieve such appearance; heat offices during cold weather; provide each office with at least one glazed movable window and one door with a cylinder lock and latch set. Provide and maintain artificial light, minimum of 40 foot-candles, and two duplex outlets where directed. When directed, move the office into a suitable area in the building.

13. IDENTIFICATION

Identify all equipment by stenciling (not less than 1 inch high letters/numbers) with one coat of black enamel against a light background or white enamel against a dark background. Use a primer where necessary for proper paint adhesion. Where stenciling is not appropriate for equipment identification, engraved name plates may be used (White letters on a black background, 1/16 inch thick plastic laminate, beveled edges, screw mounting, Setonply Style 2060 by Seton Name Plate Company or Emedolite Style EIP by EMED Co., or equal by W. H. Brady)

Identify interior piping not less than once every 30 feet, not less than once in each room, adjacent to each access door or panel, and on both side of the partition where accessible piping passes through walls or floors. Place flow directional arrows at each pipe identification location. Label all pipes with name of loop and arrows for flow direction with permanent label. Label all gauges. Use one coat of black enamel against a light background or white enamel against a dark background.

SNAP-AROUND PIPE MARKERS:

One-piece, preformed, vinyl construction, snap-around or strap-around pipe markers with applicable labeling and flow direction arrows, 3/4" min. size for lettering. Provide nylon ties on each end of pipe markers. Equal to Seton Setmark.

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.

18. ROADWAY

The Contractor may build a temporary roadway for delivery of materials at the Contractor's own expense and maintain it until completion of construction or until service drives are installed. Where possible, build temporary roadway within the confines of the new roadway and allow others to use it at no cost. Any gravel topping used for temporary roadway shall be at least 6" below finished elevation of permanent drives. If temporary roadway is not intended to be converted to a permanent road, all road materials shall be removed upon termination of access need, and the confines of the temporary roadway shall be repaired to match adjacent area.

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.

END OF SECTION

Streets West Cold Storage Roof Replacement

Specification for Installation of TPO Membrane Roofing System

SECTION 07 5423

THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fully adhered thermoplastic membrane roofing system, including all components specified.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by Contractor shall constitute acknowledgement by Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers associated with roofing and roof insulation.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Formed metal flashing and trim items associated with roofing.
- C. Section 07 7100 - Roof Specialties: Manufactured copings, fascias, gravel stops, and other flashing-related items.
- D. Section 07 7200 - Roof Accessories: Roof hatches, vents, and manufactured curbs.

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.04 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2010.
- B. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board; 2012.
- C. ASTM C209 - Standard Test Methods for Cellulosic Fiber Insulating Board; 2007ae1.
- D. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2012.
- F. ASTM C1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer; 2009.
- G. ASTM D638 - Standard Test Method for Tensile Properties of Plastics; 2010.
- H. ASTM D1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting; 2009.
- I. ASTM D1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials; 2010.

- J. ASTM D1621 - Standard Test Method for Compressive Properties Of Rigid Cellular Plastics; 2010.
- K. ASTM D1622 - Standard Test Method for Apparent Density of Rigid Cellular Plastics; 2008.
- L. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- M. ASTM D4601/D4601M - Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing; 2004 (Reapproved 2012)e1.
- N. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2011a.
- O. CAN-ULC-S770 - Standard Test Method Determination of L-Term Thermal Resistance Of Closed-Cell Thermal Insulating Foams; 2009.
- P. PS 1 - Structural Plywood; 2009.
- Q. PS 20 - American Softwood Lumber Standard; 2005.
- R. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2003. (ANSI/SPRI ES-1)

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Construction Meeting: Before start of roofing work, Contractor shall attend a meeting to discuss the, scheduling, proper installation of materials and requirements to achieve the warranty.
 - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
 - 2. The Project Manager for the City shall schedule the pre-construction meeting shortly after the contract has been signed by the Contractor and the City.

1.06 SUBMITTALS

- A. See Section 01 00 02, GENERAL REQUIREMENTS, Part 1-GENERAL Section 18, for submittal procedures.
- B. Product Data:
 - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- C. Samples: Submit samples of each product to be used.
- D. Specimen Warranty: Submit prior to starting work.
- E. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- F. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- G. Executed Warranty.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: Roofing installer shall have the following:
 - 1. Current Manufacturer's Licensed Contractor status.
Firestone- **Red Shield** Licensed Contractor or Carlisle- **Gold Seal** Licensed Contractor
 - 2. Current approval, license, or authorization as applicator by the manufacturer.
 - 3. At least five years experience as a **Licensed Contractor** installing the specified system.
In this case, the specified systems shall be UltraPly TPO by Firestone or SureWeld TPO by Carlisle.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

1.09 WARRANTY

- A. See Section 01 00 02, GENERAL REQUIREMENTS, Part 1-GENERAL Section 12. GUARANTEES, for additional warranty requirements.
- B. **Warranty shall be provided by the prime roofing contractor under this contractor's name.**
- C. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- D. Warranty: Manufacture's 20 Year Limited Warranty covering membrane, roof insulation, and other indicated components of the system, for the term indicated.
 - 1. Limit of Liability: No dollar limitation.
 - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defect in Firestone brand materials.
 - c. Defective workmanship used to install these materials.
 - d. Damage due to winds up to 55 mph (88 km/h).
 - 3. Not Covered:
 - a. Damage due to winds in excess of 55 mph (88 km/h).
 - b. Damage due hurricanes or tornadoes.
 - c. Hail.
 - d. Intentional damage.
 - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.
- E. Metal Roof Edging with Exposed Decorative Fascia: Provide 20 year warranty for painted finish covering color fade, chalk, and film integrity.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products LLC, Carmel, IN: www.firestonebpco.com.
 - 1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
 - a. Specializing in manufacturing the roofing system to be provided.
 - b. Minimum ten years of experience manufacturing the roofing system to be provided.
 - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
 - d. ISO 9002 certified.
 - e. Able to provide isocyanurate insulation that is produced in own facilities.
 - f. Roofing systems manufactured by the companies listed below are acceptable provided they are completely equivalent in materials and warranty conditions:
 - 1) Carlisle.
- B. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- C. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
 - 1. Metal roof edging products by other manufacturers are not acceptable.
 - 2. Field- or shop-fabricated metal roof edgings are acceptable.

2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Thermoplastic olefin (TPO) single-ply membrane.
 - 1. Membrane Attachment: Fully adhered.

2. Warranty: Full system warranty; Firestone 20 year Red Shield Limited Warranty or a Carlisle 20 year Total System Gold Star Warranty covering membrane, roof insulation, and membrane accessories. **It is the intention of this contract to provide a 20 year limited warranty while using the Manufacturer's details from drawings for a 30 year warranty.**
 3. Comply with applicable local building code requirements.
- B. Roofing System Components: Listed in order from the top of the roof down:
1. Membrane: Thickness as 60 Mil.
 2. Insulation polyisocyanurate; mechanically attached
 - a. The Maximum Board Thickness: 1.5 inches (75 mm); the intent is to provide a total thickness of new polyisocyanurate foam insulation 4.5 inches thick above the ribs of the existing metal roof; stagger joints in adjacent layers. Total insulation thickness shall be 6" including the infill between the ribs.
 3. Vapor Retarder: Existing metal roof. Additional vapor retarder not required.
 4. Substrate: Existing structural metal roofing system.
 5. Preparation of Insulation at Substrate: Flute Fill: Remove the spray foam insulation down to the existing metal roof, infill new polyisocyanurate foam insulation between ribs on existing metal structural roof.
 6. Install blocking around the perimeter of the roof to the same elevation as the new polyisocyanurate foam insulation as show on the plans. Where different roofing systems meet, i.e.) between roofs B & C, the resultant raised elevations shall be the same.
 7. Additional Work.
 1. Remove roof penetrations as indicated on the plans. Fabricate replacement panels from 22 gauge galvanized sheet metal to fill in open area.
 2. Raise the remaining roof vent as indicated on the plans.
 3. Install the #115 Alpine 2-Pipe Show Guard system as indicated on plans and specifications.

2.03 MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D6878, with polyester weft inserted reinforcement and the following additional characteristics:
 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
 2. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance FTM 101C Method 2031.
 3. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C1549.
 4. Color: White.
 5. Acceptable Product: UltraPly TPO by Firestone or SureWeld TPO by Carlisle.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D638 after heat aging.
 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D638 after heat aging.
 4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D1004 after heat aging.
 5. Color: White.

- 6. Acceptable Product: UltraPly TPO Flashing by Firestone or SureWeld TPO Flashing by Carlisle.
- E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone or TPO Pressure Sensitive Cover Strip by Carlisle.
- F. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone or SureWeld Pourable Sealer by Carlisle.
- G. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- H. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone or Carlisle Termination Bar by Carlisle.
- I. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone or SureWeld Cut Edge Sealant by Carlisle.
- J. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone or SureWeld TPO Sealant by Carlisle.
- K. Coated Metal Flashing and Edgings: Galvanized steel with roofing manufacturer's bonded TPO coating; UltraPly TPO Coated Metal by Firestone or SureWeld Coated Metal by Carlisle.
- L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone or SureWeld PreMolded Pipe Flashings by Carlisle.
- M. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Firestone or Water-Cut-Off Mastic by Carlisle.

2.04 VAPOR RETARDER MATERIALS

Not applicable, existing metal roof.

2.05 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C1289 Type II Class 1, with the following additional characteristics:
 - 1. Thickness: As indicated elsewhere.
 - 2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - 3. R-Value (LTTR):
 - a. 1.0 inch (25 mm) Thickness: 6.0, minimum.
 - b. 1.25 inch (32 mm) Thickness: 7.5, minimum.
 - c. 1.5 inch (38 mm) Thickness: 9.0, minimum.
 - d. 1.75 inch (44 mm) Thickness: 10.5, minimum.
 - e. 2.0 inch (51 mm) Thickness: 12.1, minimum.
 - f. 3.0 inch (76 mm) Thickness: 18.5, minimum.
 - g. 4.0 inch (102 mm) Thickness: 25.0, minimum.
 - 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
 - 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
 - 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
 - 7. Acceptable Product: ISO 95+ GL Polyisocyanurate Insulation by Firestone or HP Polyisocyanurate by Carlisle.
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

2.06 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.

1. Wind Performance:
 - a. Membrane Pull-Off Resistance: 100 lbs/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition.
 - b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition.
2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia; Firestone EdgeGard or SecureEdge by Carlisle .
3. Fascia Face Height: approximately 8 ½" inches (127 mm) or greater as determined by existing field conditions or in order to cover additional blocking heights requirements. Contractor shall field verify.
4. Edge Member Height Above Nailer: Flush with nailer.
5. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
6. Length: 144 inches (3650 mm).
7. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
8. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
9. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
10. Curved Applications: Factory modified.
11. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
12. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
13. Accessories: Provide downspout, and other special fabrications as shown on the drawings.

2.07 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
 1. Width: 5-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 2. Thickness: Build up to same thickness as roof insulation, 4 ½".

PART 3 INSTALLATION

3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 45 degrees F (85 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.
- E. Verify that wood nailers have been properly installed.

3.03 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.04 VAPOR RETARDER

Not Applicable

3.05 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install insulation in a manner that will not compromise the vapor retarder integrity.
- C. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Loose Laid Installation: Install insulation by laying loose over substrate without mechanical securement of any kind.

- F. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck (existing metal roof) to depth and in pattern required by membrane manufacturer.

3.06 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
 - 1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
 - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

3.07 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

3.08 FINISHING AND WALKWAY INSTALLATION

- A. Not Applicable.

3.09 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.10 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.11 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

Streets West Cold Storage Roof Replacement Specifications for Installation of #115 Alpine Snow Guard 2-Pipe System

PART 1- GENERAL

1.1 SCOPE OF WORK

The #115 Alpine snow guard system shall be directly attached to continuous wood blocking which shall be attach to the existing modified roofing system per plans. The new roofing system consists of the existing metal roof that shall have polyiso foam insulation and appropriate blocking installed on top of this existing metal roofing system in conjunction with a 60 mil TPO membrane roofing system installed over this new insulation. The snow guard installation shall consist of all necessary materials in order to install a #115 Alpine snow guard two pipe bracket system installed 48" on center with two ice flags installed between each pair of brackets. The roof's performance and warranty shall be maintained.

1.2 SYSTEM DESCRIPTION

A. COMPONENTS

1. #115 Snow guard system consists of snow guard bracket and base plate with (2) stainless steel nuts and (2) bonded stainless steel and EPDM washers.
2. #75 1" OD Tubing (snow fence).
3. #86 Couplings.
4. #56 End Caps.
5. #65 End Collars.
6. #95 Ice flag
7. Fasteners, OMG Roofing Products, CRHD3, 3" Heavy Duty Deck Fasteners, or to meet the following:
 - a. To be of metal compatible with show guards.
 - b. Fasteners should be selected for compatibility with the roof deck.
 - c. Fasteners strength should exceed or be equal to that of the snow guard system.
8. Adhesive/Sealants to be membrane roof manufacturer approved.
9. Target Patch of appropriate size, material and method of installation to meet roof manufacturer's requirement for proper flashing.

B. DESIGN REQUIREMENTS:

1. Bracket spacing shall be 48" on center above the second building perlin approximately five feet from eave.
2. Snow fence must have a break in the tubing every 100 feet of eave for thermal expansion.
3. A minimum of 7 fasteners per snow guard base plate.
4. Two ice flags shall be installed between each pair of brackets.
5. Layout is on file with manufacturer. Verify layout and measurements from site.

1.3 SUBMITALS

- A. Submit manufacturer's specifications, standard detail drawings, and recommended layout and installation instructions.

1.4 QUALITY ASSURANCE

- A. Installer shall be experienced in the installation of specified roofing material and snow guards for not less than 5 years in the area of the project.

1.5 DELIVERY/STORAGE/HANDLING

- A. Inspect material upon delivery and order replacements for any missing or defective items. Keep material dry, covered and off the ground until installed

PART 2- PRODUCTS

2.1 MANUFACTURER

- A. Alpine Snow Guards. A division of Vermont Slate & Copper Services Inc, 289 Harrell St, Morrisville VT, (888) 766-4273, www.alpinesnowguards.com. No substitutions shall be allowed

2.2 MATERIALS

- A. Snow Guard Bracket - 6000 Series Aluminum.
- B. Base Plate - 11 gage 304 stainless steel with two 5/16" 304 stainless steel machine screws welded into countersinks.
- C. Tubing - Aluminum – 6000 Series, 1" outside diameter and .120" wall thickness, extruded.
- D. Couplings - Aluminum – 6000 Series, Internal and concealed coupling 3" long.
- E. End Caps - 304 Stainless Steel.
- F. End Collars - 6000 Series Aluminum.
- G. Ice Flags - 6000 Series Aluminum 3" wide x length (as needed, two between each setoff brackets).
- H. Fasteners, (can be purchased from others) to be compatible with chosen roof application and meet specified pull out values as shown in load test data.

2.3 FINISH

- A. Mill Finish.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Inspect structure on which snow guard system is to be installed and verify that it will withstand any additional loading that it may incur. Notify general contractor of any deficiencies before installing Alpine Snow Guards
- B. Verify that roofing material has been installed correctly prior to installing snow guards

3.2 INSTALLATION

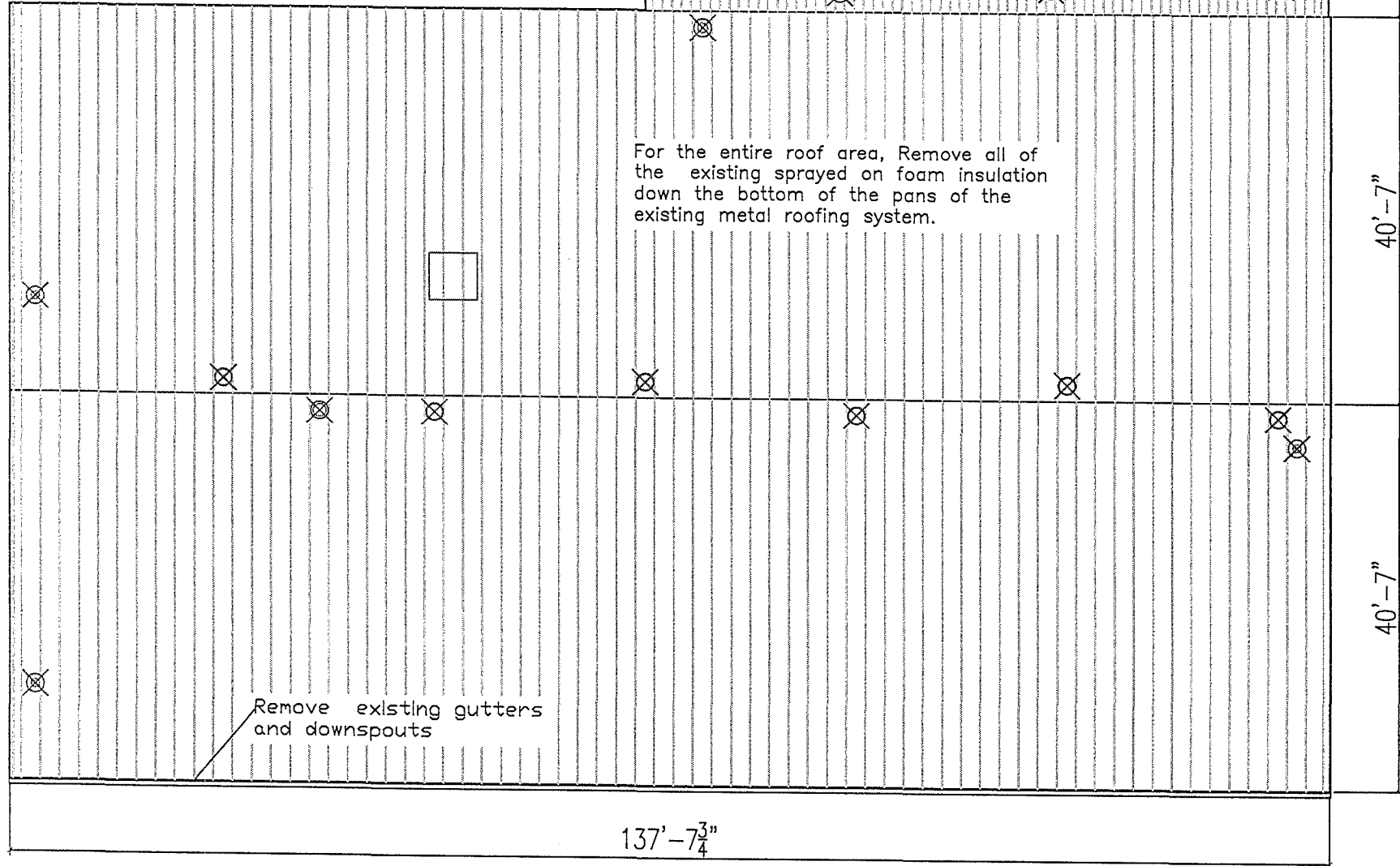
- A. Comply with architectural drawings and snow guard manufacturer's recommendations for location of system. Comply with manufacturer's written installation instructions for installation and layout. Contractor shall verify layout with manufacturer.

END OF SECTION

Streets West Cold Storage Building, 1501 Badger Rd. -Demolition Plan, Revised

○ -Denotes existing roof vent penetrations

⊗ -Denotes location where existing penetrations shall be removed and metal deck patched



Streets West Cold Storage
Building, 1501 Badger Rd.
-Roof Plan



Install new snow guards
approximately 3' from eave, top row
of fasteners to penetrate 1st
purlin

1965 Addition
Roof C

Install new snow guards
approximately 3' from
eave

Raise the vent
hood curb such
that the top of
the curb is a
minimum of 8'
above the new
roof's elevation

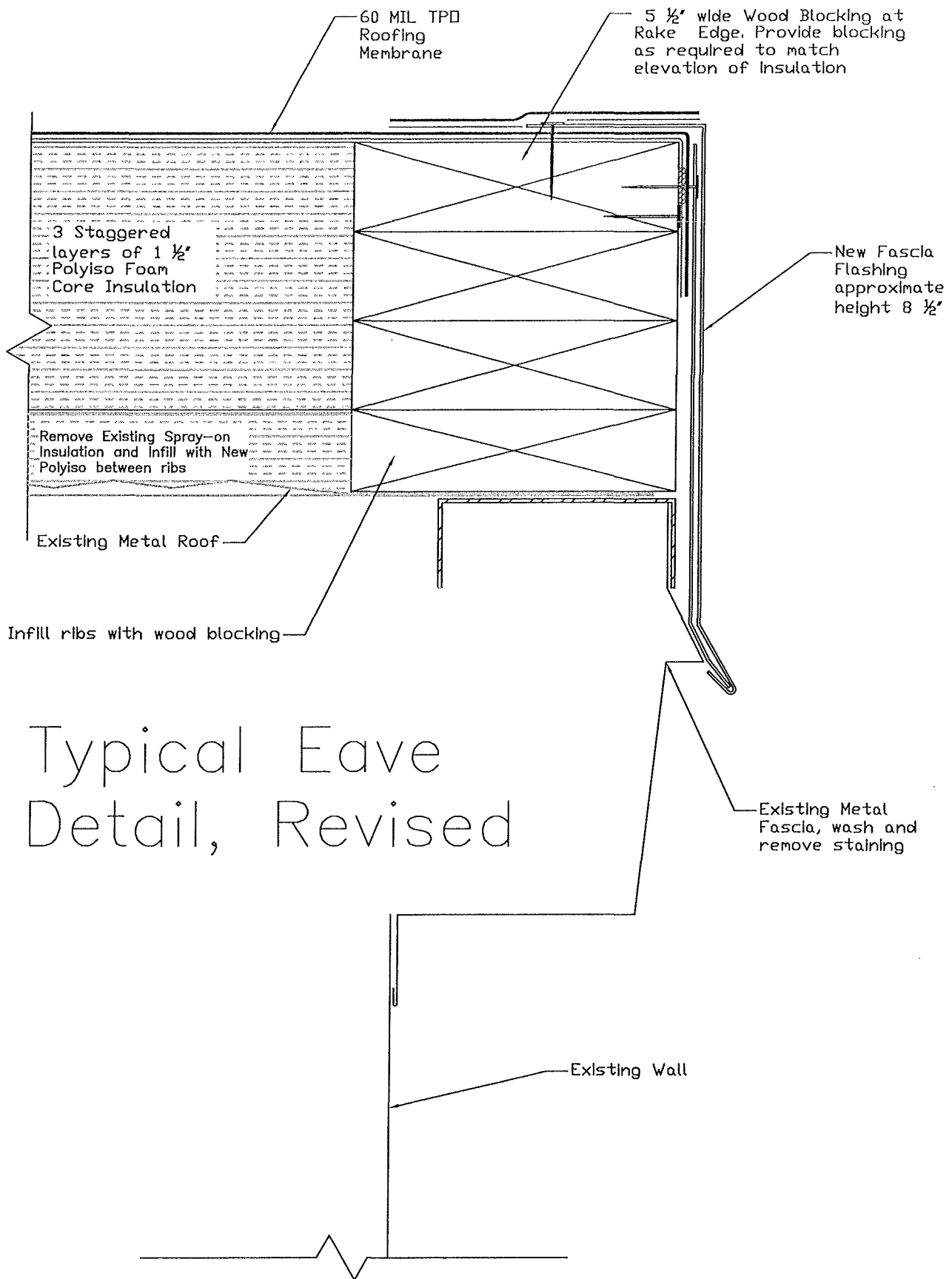


Original Building
Roof B

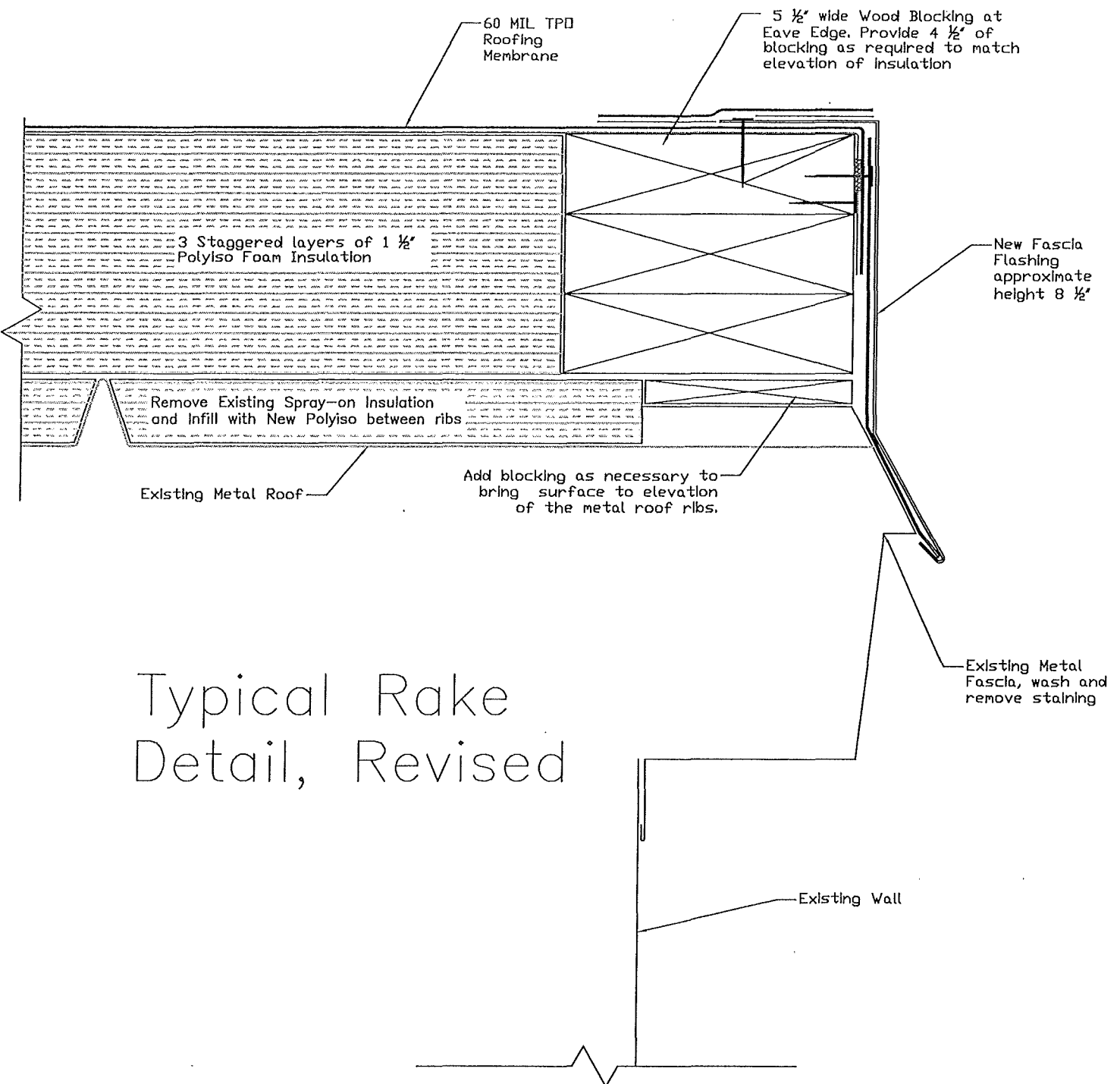
Original Building
Roof A

Install new gutter and
downspouts same size and
location as original

Install new snow guards
approximately 3' from
eave

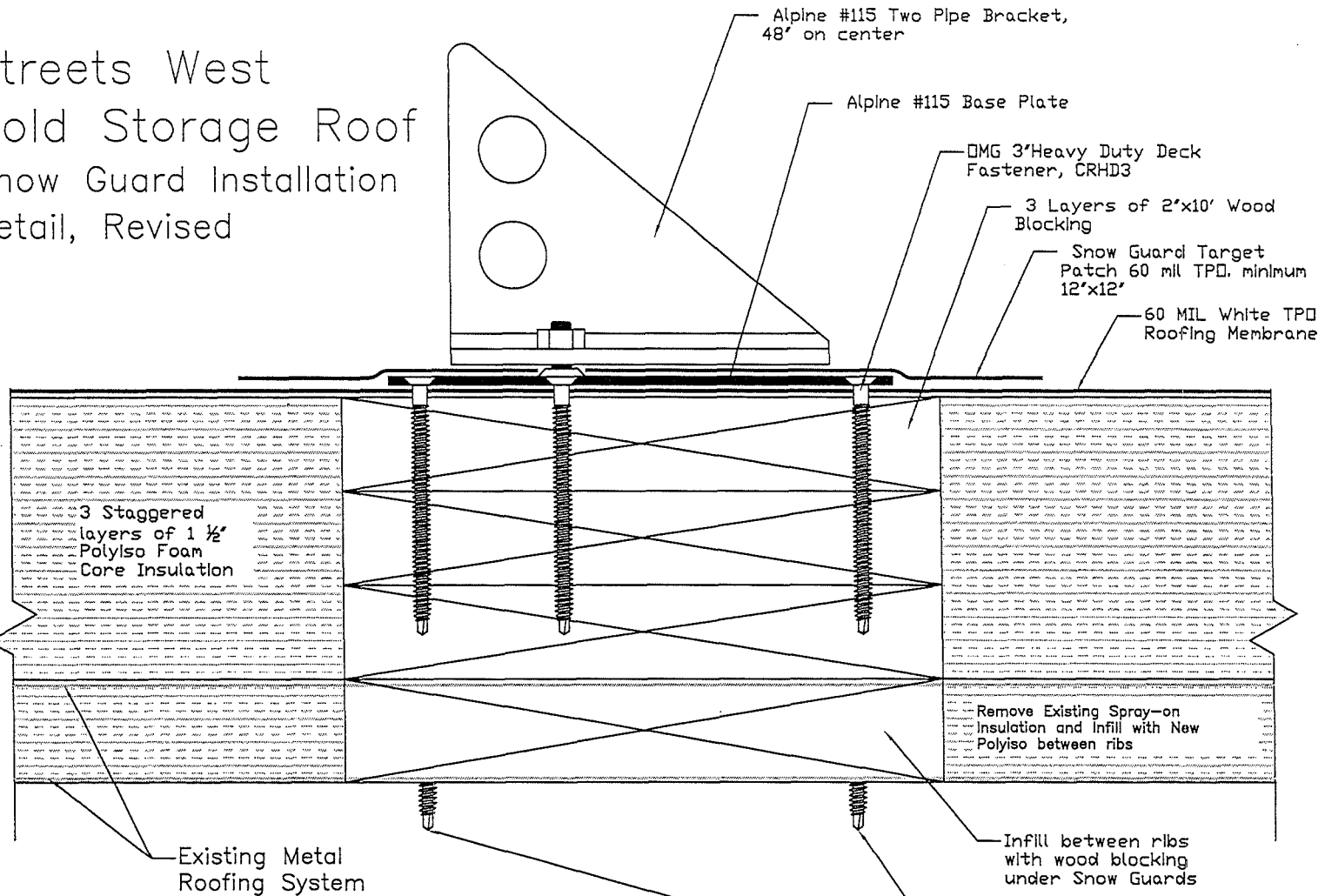


Typical Eave Detail, Revised



Typical Rake Detail, Revised

Streets West Cold Storage Roof Snow Guard Installation Detail, Revised



D-41

Snow Guard and Blocking for Roofs A & B Revised

Down Slope

D-42

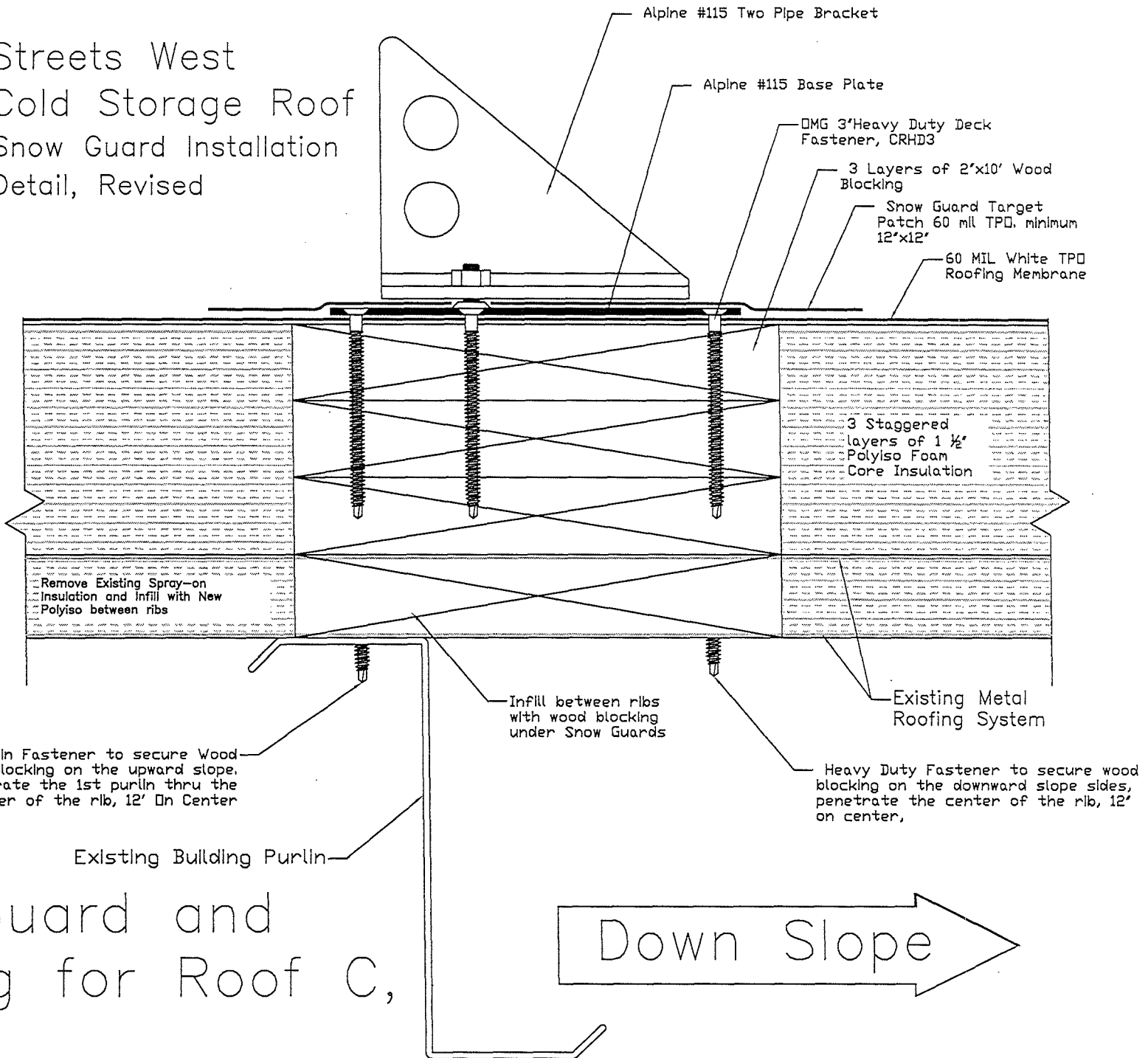
Locate 4 heavy duty fasteners 24" on center each approximately 1 ½" from each side of rlb and at top and bottom of blocking approximately 1 ½" from edge. Fasteners to penetrate the metal roof per manufacturer method of application.

Snow Guard System locate approximately 3' from edge of roof

3'-0"

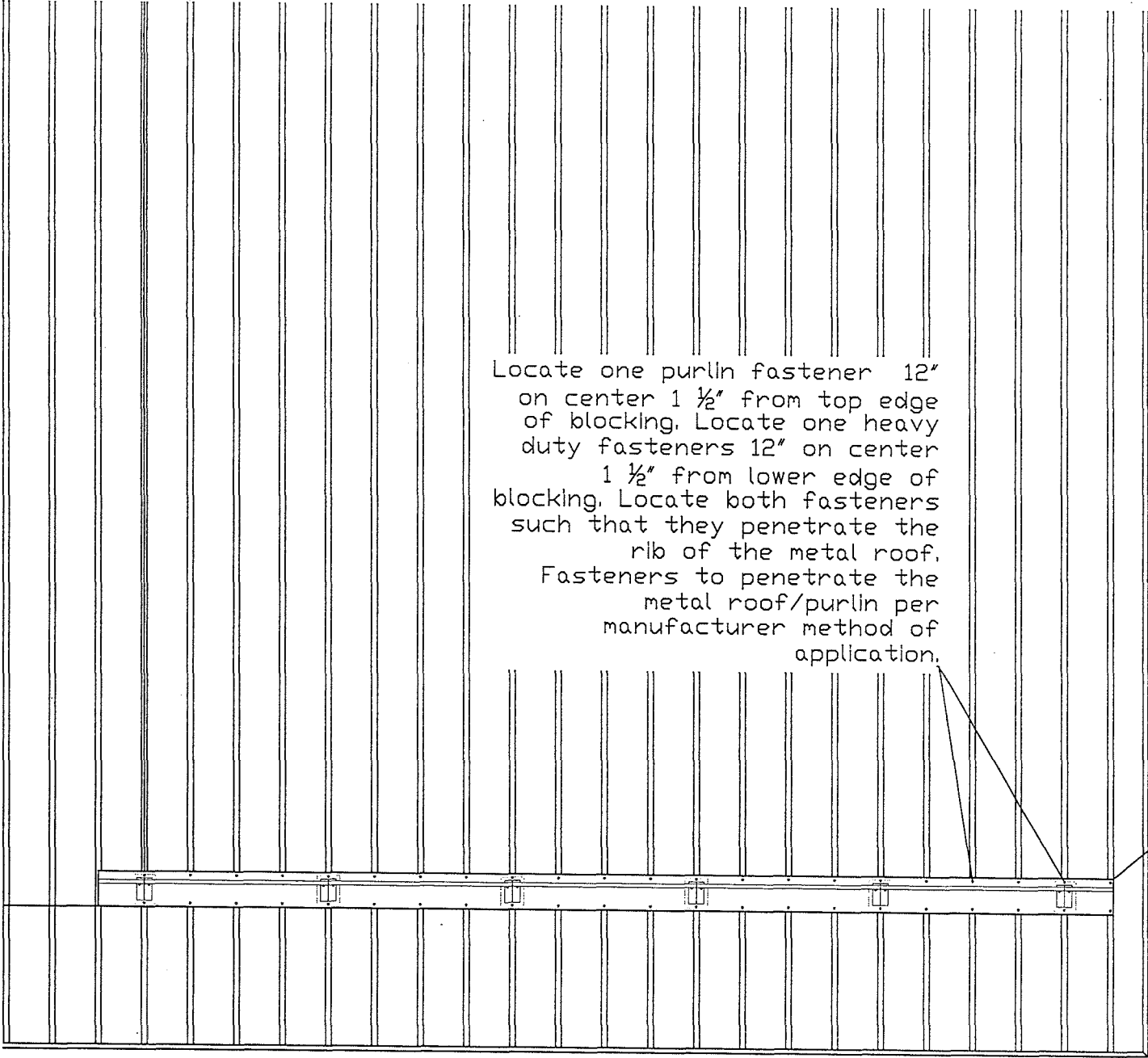
Snow Guard Installation for the Original Building, Roofs A & B Roof

Streets West Cold Storage Roof Snow Guard Installation Detail, Revised



D-43

Snow Guard and Blocking for Roof C, Revised



Locate one purlin fastener 12" on center 1 1/2" from top edge of blocking. Locate one heavy duty fasteners 12" on center 1 1/2" from lower edge of blocking. Locate both fasteners such that they penetrate the rib of the metal roof. Fasteners to penetrate the metal roof/purlin per manufacturer method of application.

Snow Guard System, locate upward slope edge so that screws penetrate the the first purlin approximately 3' from edge of roof

Snow Guard installation for the
1965 Addition Roof Roof C

SECTION E: BIDDERS ACKNOWLEDGEMENT

STREETS WEST COLD STORAGE ROOF REPLACEMENT CONTRACT NO. 7161

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. 1 through 3 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 Maly Roofing Company, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of Madison State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Patricia C. Kni
SIGNATURE

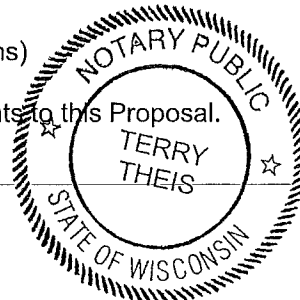
President
TITLE, IF ANY

Sworn and subscribed to before me this
26th day of JULY, 2013.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires NOV. 8, 2015

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



SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

STREETS WEST COLD STORAGE ROOF REPLACEMENT CONTRACT NO. 7161

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 Custom Copper Creations, LLC

Street Address or P O Box 443B Robertson Road City Madison State WI Zip Code 53714

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

Pamela C. Reiner

Signature of Authorized Officer

P. C. Reiner

Date Signed

7/26/13

Name of Corporation, Partnership or Sole Proprietorship

Main Roofing Company, Inc

Street Address or P O Box 4202 Robertson Road City Madison State WI Zip Code 53714

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

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

Maly Roofing Company
INC.

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

Best Value Contracting

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

_____ Power Washing _____

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

BID TITLE - Streets West Cold Storage
CONTRACT NO. CONTRACT NUMBER 7161 Roof Replacement

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Maly Roofing Company, Inc.
Address: 4202 Robertson Road
Telephone Number: (608)-249-7663 Fax Number: (608)-249-7555
Contact Person/Title: Pam Keiner / President

Prime Bidder Certification

I, Terry Theis Project Manager of
Name Title
Maly Roofing Company, Inc. certify that the information
Company

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

Christa Schaeffer
Witness' Signature

7/26/13
Date

[Signature]
Bidder's Signature

Streets West Cold Storage
Roof Replacement

BID TITLE
CONTRACT NO. CONTRACT NUMBER 7161

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Anderson Repairs, LLC	Powerwashing	1 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Two Buffalo Construction Supplies	Roofing Materials	10 %
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		10 % x 0.6 = 6 % (discounted to 60%)
Total Percentage of SBE Utilization:		7 %

Streets West Cold Storage Roof Replacement Contract No. 7161

Item Code	Description	Quantity	Units	Unit Price
1	LUMP SUM BID	1	LS	\$147,640.00

AMB ✓

MALY ROOFING COMPANY, INC.

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Maly Roofing Company, Inc. (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and United Fire & Casualty Company, a corporation of the State of Iowa (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

**STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161**

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

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

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

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

Seal

Maly Roofing Company, Inc.

Principal

July 26, 2013

Date

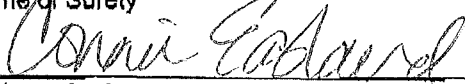
By:



United Fire & Casualty Company

Name of Surety

By:



Connie Easland, Attorney In Fact

July 26, 2013

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 02321272 for the year 2013, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

July 26, 2013

Date

Connie Easland

Agent

PO Box 45470

Address

Madison, WI 53744-5470

City, State and Zip Code

608-828-0232

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint RICHARD A HAGEN, OR SUSAN SIMONEAU, OR CONNIE EASLAND, OR TIMOTHY A DRAXLER, ALL INDIVIDUALLY of MADISON WI

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$2,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

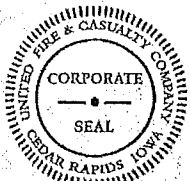
The Authority hereby granted shall expire 3rd day of February, 2015 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of February, 2013



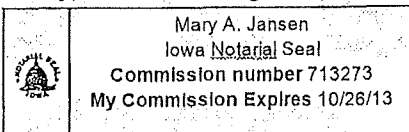
UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

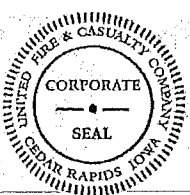
On 3rd day of February, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 20th day of July 20 13.

David A. Gange

Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 12 day of September in the year Two Thousand and Thirteen between MALY ROOFING COMPANY, 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 SEPTEMBER 3, 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:

STREETS WEST COLD STORAGE ROOF REPLACEMENT CONTRACT NO. 7161

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 ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FORTY (\$147,640.00) 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.

STREETS WEST COLD STORAGE ROOF REPLACEMENT
CONTRACT NO. 7161

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:

MALY ROOFING COMPANY, INC.

Company Name

Witness

Christen Schaeffer 9/16/13

Date

Witness

Dorothea E. Bruner 9/16/13

Date

President

Janet C. K. 9/16/13

Date

Secretary

Ken J. K. 9/15/13

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director

Dan H. H. H.

City Attorney

Will P. My

Signed this

27 day of September

20

13

Witness

Eric Christman

Mayor

Jan 1/13 9-27-13

Date

Witness

Eric Christman

City Clerk

Maibeth Witzel-Behl 9-17-2013

Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MALY ROOFING COMPANY, INC. as principal, and United Fire & Casualty Company as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FORTY (\$147,640.00) 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:

STREETS WEST COLD STORAGE ROOF REPLACEMENT CONTRACT NO. 7161

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 12th day of September, 2013

Countersigned:

Donna E. Linnam

Witness

K. J. Kern

Secretary

Approved as to form:

Al P. My

City Attorney

MALY ROOFING COMPANY, INC.

Company Name (Principal)

Pamela C. Ki

President

Seal

United Fire & Casualty Company

Surety

Seal

☒ Salary Employee

☐ Commission

By

Connie Eastland

Attorney-in-Fact

Connie Eastland

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 02321272 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.

September 12, 2013

Date

Connie Eastland

Agent Signature

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint RICHARD A. HAGEN, OR SUSAN SIMONEAU, OR CONNIE EASLAND, OR TIMOTHY A. DRAXLER, ALL INDIVIDUALLY of MADISON WI

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$2,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 3rd day of February, 2015 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of February, 2013

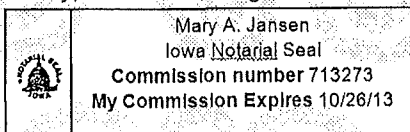


UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann
Vice President

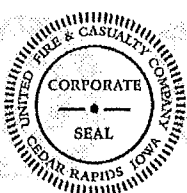
State of Iowa, County of Linn, ss:

On 3rd day of February, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 12th day of September 2013.

David A. Jansen
Secretary

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

CLASSIFICATION:	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: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- 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;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <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>
FUTURE INCREASE:	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.
PREMIUM PAY:	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.
DOT PREMIUM:	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.
APPRENTICES:	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.
SUBJOURNEY:	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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 Waterproofofer	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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</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				
<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	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				
<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 \$.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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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 Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r'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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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
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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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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 <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	17.54	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 <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 \$.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 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> \$
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 WORKFringe 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> \$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (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	35.58	19.20	54.78
105	Carpenter	30.16	15.31	45.47
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 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	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	Roofer or Waterproofor	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: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	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: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	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 &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & 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 & 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; 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 & 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 & 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: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	34.22	19.90	54.12
534	<p>Belting, Burlap, Texturing Machine; 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; 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