

Contract Routing Form

ROUTING: Routine

printed on: 11/14/2013

Contract between: Drax, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Well 24 Roof Repair

Contract No.: 7185
Enactment No.: RES-13-00813
Dollar Amount: 187,500.00

File No.: 31762
Enactment Date: 10/30/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11/14/13	11/14/13
Director of Civil Rights	11/14/13	11/25/13 <i>W.D.</i>
Risk Manager	11-25-13	11/26/13 <i>RA</i>
Finance Director	11-27-13	11-27-13 <i>RA</i>
City Attorney	11-27-13	12-04-13
Mayor	12-4-13	12-4-13

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

Original + 2 Copies

P.O. # 81537185

11/14/2013 10:07:30 enjls - Al Larson, 266-4653

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

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File #:	31762	Version: 1	Name:	Awarding Public Works Contract No. 7185, Well 24 Roof Repair.
Type:	Resolution		Status:	Passed
File created:	9/30/2013		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	10/29/2013		Final action:	10/29/2013
Enactment date:	10/30/2013		Enactment #:	RES-13-00813
Title:	Awarding Public Works Contract No. 7185, Well 24 Roof Repair.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Cont 7185.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. 7185, Well 24 Roof Repair.

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. 7185) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7185
WELL 24 ROOF REPAIR

DRAX, INC.

\$187,500.00

Acct. No. EW01-58599-810458
Contingency 8%±

\$187,500.00
15,000.00

GRAND TOTAL

\$202,500.00

\$187,500.00
FILE

BID OF DRAX, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WELL 24 ROOF REPAIR

CONTRACT NO. 7185

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 29, 2013

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

<https://bidexpress.com/login>

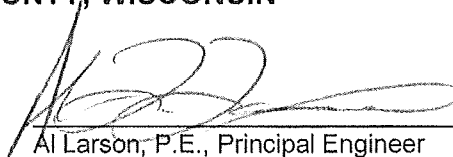
**WELL 24 ROOF REPAIR
CONTRACT NO. 7185**

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This Proposal, and Agreement have
been prepared by:

**MADISON WATER UTILITY
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**

 9/20/13
Al Larson, P.E., Principal 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:	WELL 24 ROOF REPAIR
CONTRACT NO.:	7185
SBE GOAL	15%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	09/27/2103
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	09/27/2013
ON-SITE PRE BID MEETING (10:00 A.M.)	09/30/2013
BID SUBMISSION (1:00 P.M.)	10/04/2013
BID OPEN (1:30 P.M.)	10/04/2013
PUBLISHED IN WSJ	09/20/2013 & 09/27/2013

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 EMIL ST., MADISON, WI 53713.

ON-SITE PRE BID MEETING: Representatives will be available from the Madison Water Utility. The Engineer will go over Project at the Well No. 24 Site located at 115 N. LIVINGSTON ST. This is a non-mandatory meeting.

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 <input type="checkbox"/> Asphalt Paving | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 205 <input type="checkbox"/> Blasting | 285 <input type="checkbox"/> Sewer Lining |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 215 <input type="checkbox"/> Concrete Paving | 295 <input type="checkbox"/> Soil Borings |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work | 300 <input type="checkbox"/> Soil Nailing |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 225 <input type="checkbox"/> Dredging | 310 <input type="checkbox"/> Street Construction |
| 230 <input type="checkbox"/> Fencing | 315 <input type="checkbox"/> Street Lighting |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 240 <input type="checkbox"/> Grading and Earthwork | 320 <input type="checkbox"/> Traffic Signals |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 332 <input type="checkbox"/> Tree pruning/removal |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 333 <input type="checkbox"/> Tree, pesticide treatment of |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 335 <input type="checkbox"/> Trucking |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 399 <input type="checkbox"/> Other _____ |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Install | |
| 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units | |
| 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete | |
| 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction | |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 435 <input type="checkbox"/> Masonry/Tuck pointing |
| 402 <input type="checkbox"/> Building Automation Systems | 437 <input type="checkbox"/> Metals |
| 403 <input checked="" type="checkbox"/> Concrete | 440 <input type="checkbox"/> Painting and Wallcovering |
| 404 <input type="checkbox"/> Doors and Windows | 445 <input type="checkbox"/> Plumbing |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 450 <input type="checkbox"/> Pump Repair |
| 410 <input type="checkbox"/> Elevator - Lifts | 455 <input type="checkbox"/> Pump Systems |
| 412 <input type="checkbox"/> Fire Suppression | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input checked="" type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input checked="" type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input checked="" type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |

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 any time. 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, option 1).

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/aaTBDir.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/aaTBDir.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.

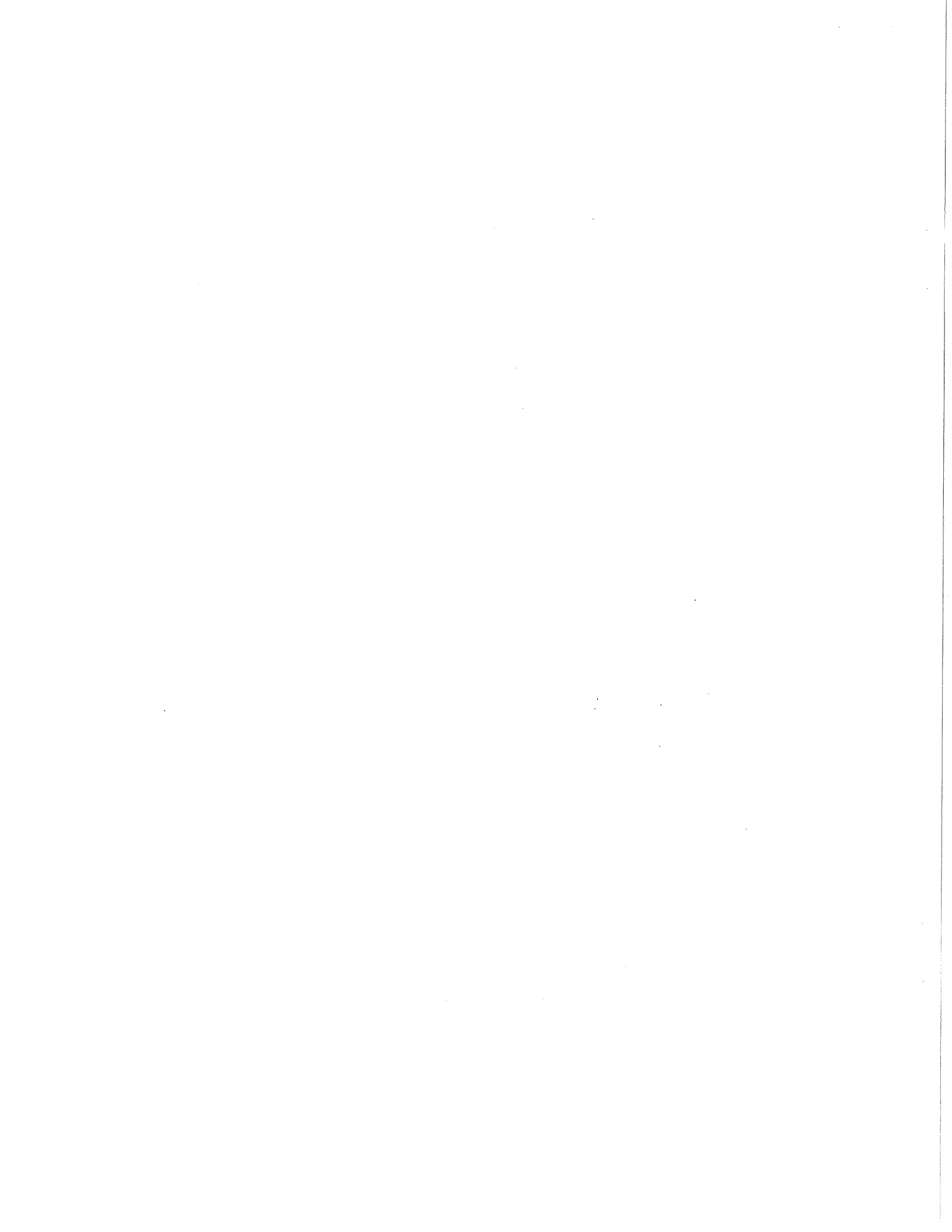
2.7 SBE Definition and Eligibility Guidelines

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.



**WELL 24 ROOF REPAIR
CONTRACT NO. 7185**

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

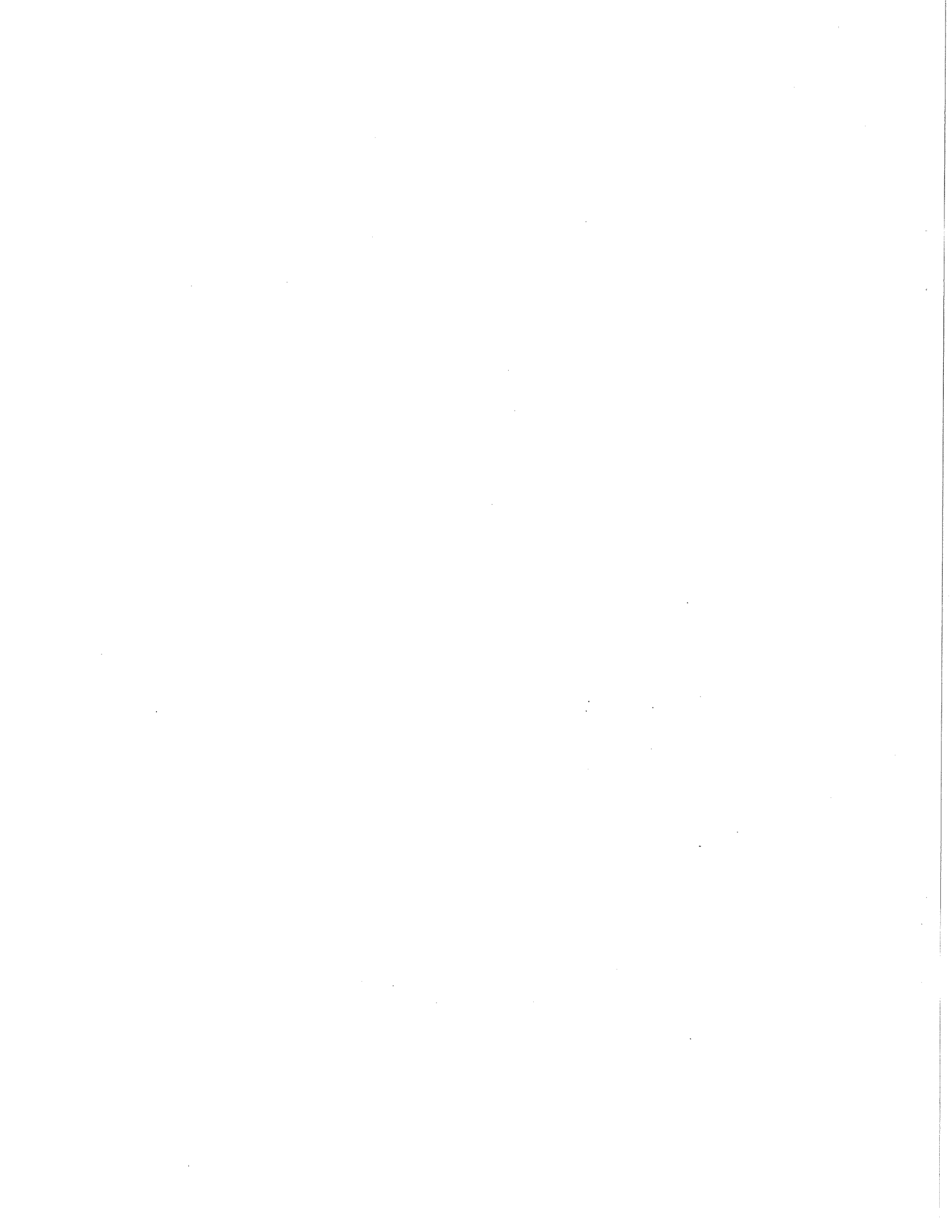
_____ certify that the information
Company

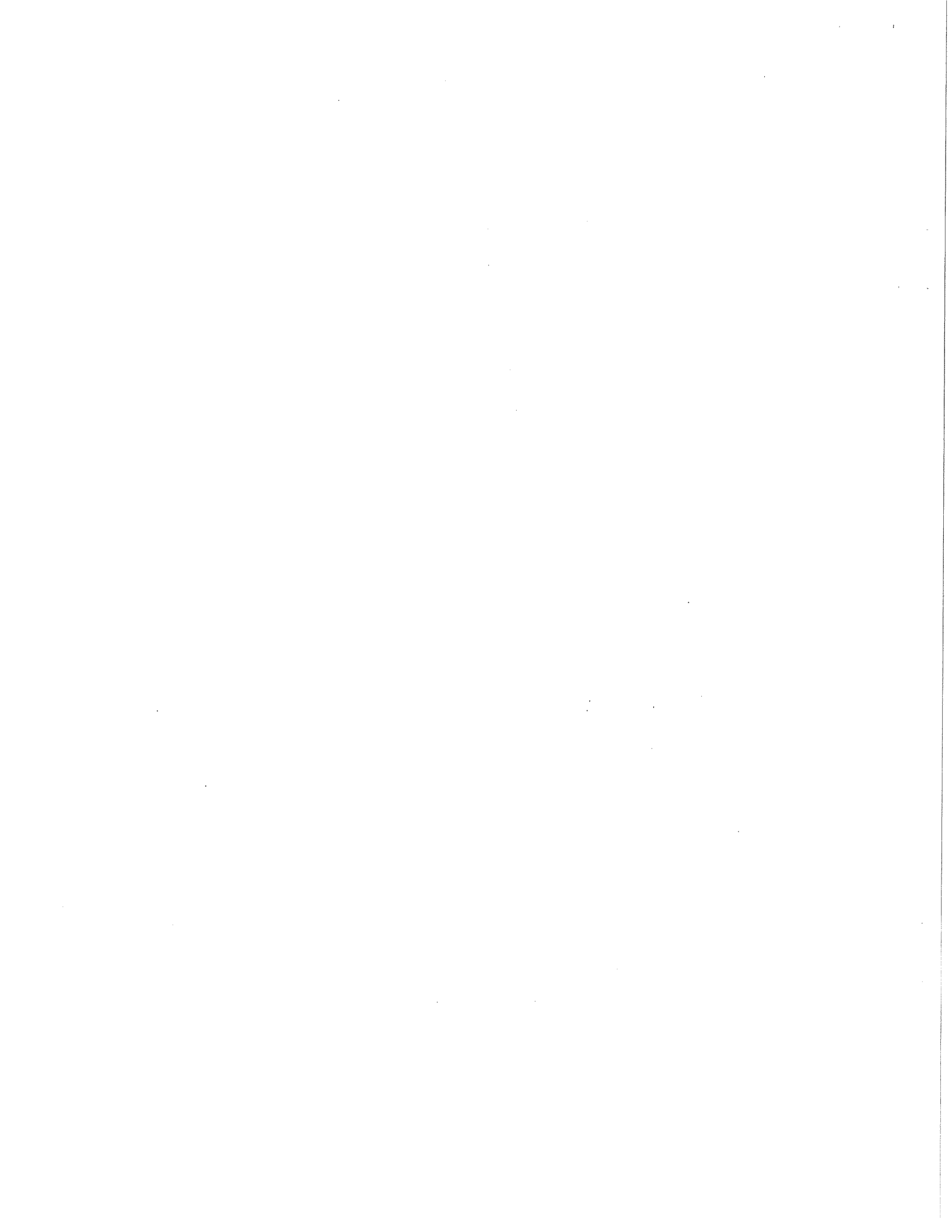
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Bidder's Signature

Date





**WELL 24 ROOF REPAIR
CONTRACT NO. 7185**

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

WELL 24 ROOF REPAIR CONTRACT NO. 7185

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 101: DEFINITIONS AND TERMS

Relationship Between the City and Strand Associates, Inc.[®] Strand Associates, Inc.[®] has been engaged by the City to prepare drawings and specifications for this project. Additionally, Strand will assist the City with resident engineering and shop drawing review during construction. The City will provide contract administration and is referred to as the City and/or the Engineer in the Contract Documents.

Strand Associates, Inc.[®] will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incidental thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Strand Associates, Inc.[®] will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Strand Associates, Inc.[®] will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any person or organization performing or furnishing any of the Work.

Relationship Between the City and Strand Associates, Inc.[®] The duties and responsibilities of the resident project representative include the following:

1. Review schedules as required.
2. Attend conferences and meetings with the Contractor.
3. Serve as liaison between the Engineer and the Contractor and help the Engineer serve as liaison between the Owner and the Contractor.
4. Conduct on-site observation of the work.
5. Observe tests, equipment, and system startups.
6. Report to the Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to the Engineer, the Contractor's requests for modification.
7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site), and furnish periodic reports to the Engineer of the progress of the Work.
8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to the Engineer concerning acceptance of the Work.

The resident project representatives shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of the Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than the Contractor.
7. Authorize the Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the Engineer.

SPECIAL PROVISIONS. Add the following to the end of the definitions of **SPECIAL PROVISIONS**:

SPECIAL PROVISIONS include Divisions 1 through 16 bound at the end of this document.

SECTION 102.9: BIDDER'S UNDERSTANDING

Section 102.9 is amended as follows:

The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to the Owner:

1. Drawings dated April 1974, prepared by Black and Veatch Consulting Engineers, titled: Plans for Nichols Reservoir Booster Station at Reynolds Field, consisting of 22 sheets.

None of the contents of such drawings include technical data on which the Contractor may rely.

The drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely, as expressly identified and established above, are incorporated into the Contract Documents by reference. The Contractor is not entitled to rely upon any other information and data known to or identified by the Owner or the Engineer.

Copies of reports and drawings identified that are not included with the Bidding Documents may be examined at the Madison Water Utility during regular business hours.

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

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 105.6: CONTRACTOR'S RESPONSIBILITY FOR WORK

Add the following paragraph to the end of Section 105.6:

The Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The Contractor shall provide a photographic record of construction and construction progress. Provide a minimum of 10 photos per week. All utilities that are buried or hidden within the construction shall be photographed prior to covering. The Contractor shall submit photographs in the format described below with each payment application.

Photographs shall be color digital photographs. Photographs shall be date-stamped. Photographs shall be provided in a digital format only on compact disc media. Photographs shall be submitted in the .jpg format. Alternate formats may be approved by the Owner. Photos shall be taken with a minimum 5.0 megapixel camera at highest quality resolution.

The Contractor shall provide a photo log in a Word document stored on compact disk. The photo log shall include photo identification, file name, location information, brief description, and date of photo. Photo log shall contain a minimum of ten photographs per week.

The Contractor shall provide and maintain an e-mail address for electronic communication.

SECTION 105.15: SUBSTANTIAL COMPLETION

Add the following to the end of Section 105.15:

Outage of the reservoir shall be minimized during construction. Demolition work and removal from service shall not occur without written authorization from the Madison Water Utility. Request shall be made to the Utility in writing 14 calendar days before the planned outage. The reservoir may not be removed from service after June 1, 2014. Only one-half of the reservoir may be taken out of service at one time.

The Project shall be substantially complete and ready for final payment no later than June 30, 2014.

SECTION 105.17: PROGRESS SCHEDULE

Section 105.17 is added as follows:

Within 10 days after delivery of the Notice to Proceed, the Contractor shall submit to the Owner, for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of work, and a preliminary schedule of shop drawing submissions.

Progress schedule shall be updated prior to each construction meeting and an updated schedule submitted with each payment application.

SECTION 105.18: PRECONSTRUCTION CONFERENCE

Section 105.18 is added as follows:

Before starting the work at the project sites, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, to review list of proposed subcontractors, to establish a working understanding between the parties as to the project, and to discuss project details. Present at the conference will be representatives of the City of Madison, Strand Associates, Inc.[®], and the Contractor.

SECTION 107.1: PROTECTION OF PUBLIC AND UTILITY INTERESTS

Section 107.1 is amended as follows:

In order to abate objectionable noise to the extent feasible, motorized construction equipment shall not be operated between the hours of 7:00 P.M. and 7:00 A.M. without the prior written approval of the Engineer.

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 110.2: PARTIAL PAYMENTS

Add the following to the end of Section 110.2:

No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored and protected on the site.

All stored equipment and materials for which payment is requested shall have two copies of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in the Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less contract retainage. The Contractor shall reimburse the Owner the cost of inspecting off-site stored items. When off-site storage is approved the Contractor shall provide Insurance Certificates and Document of Ownership to the Owner.

No partial payments shall be permitted for line items for training, operation and maintenance manuals, or record drawing called for under Section 105.19.

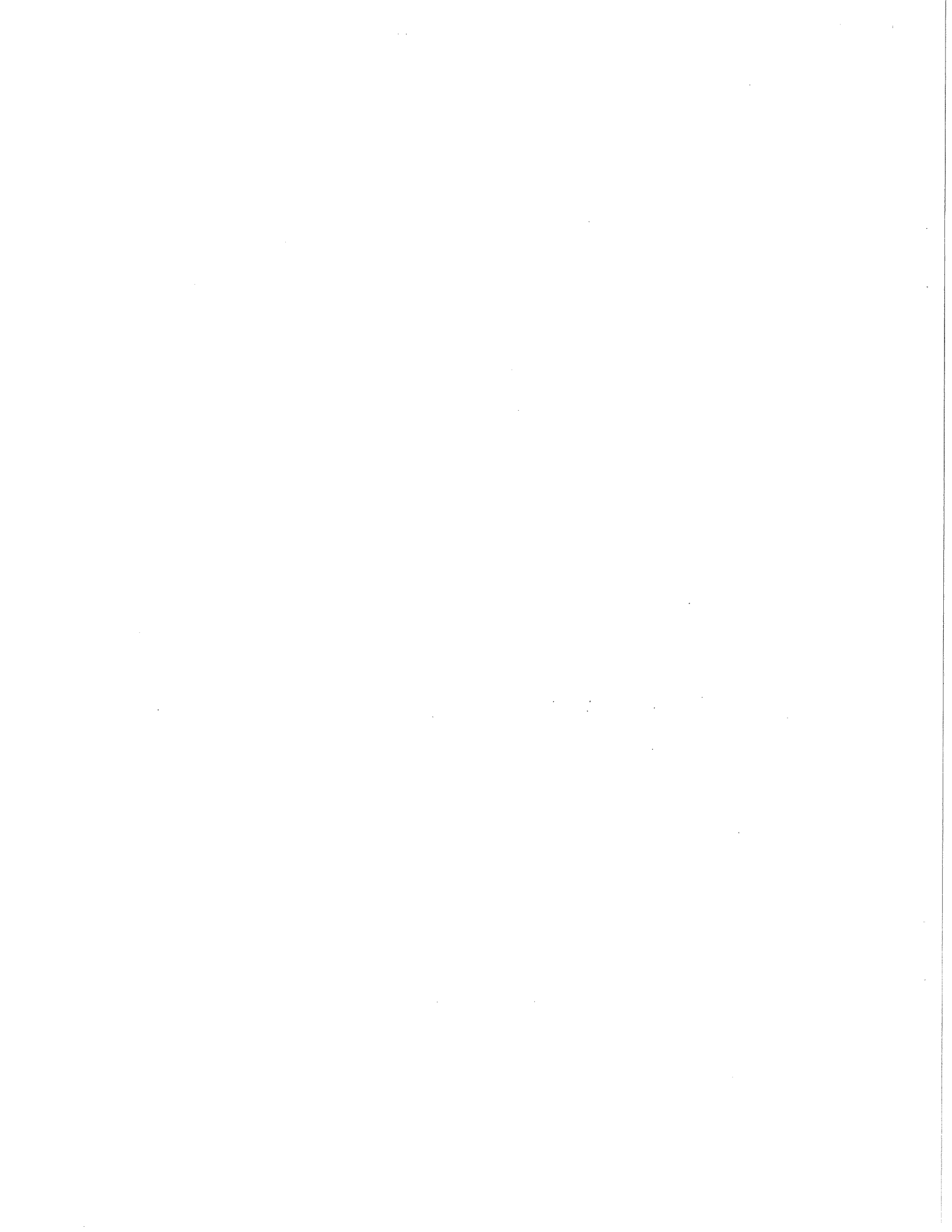
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CONTRACT NO. 7185
IN
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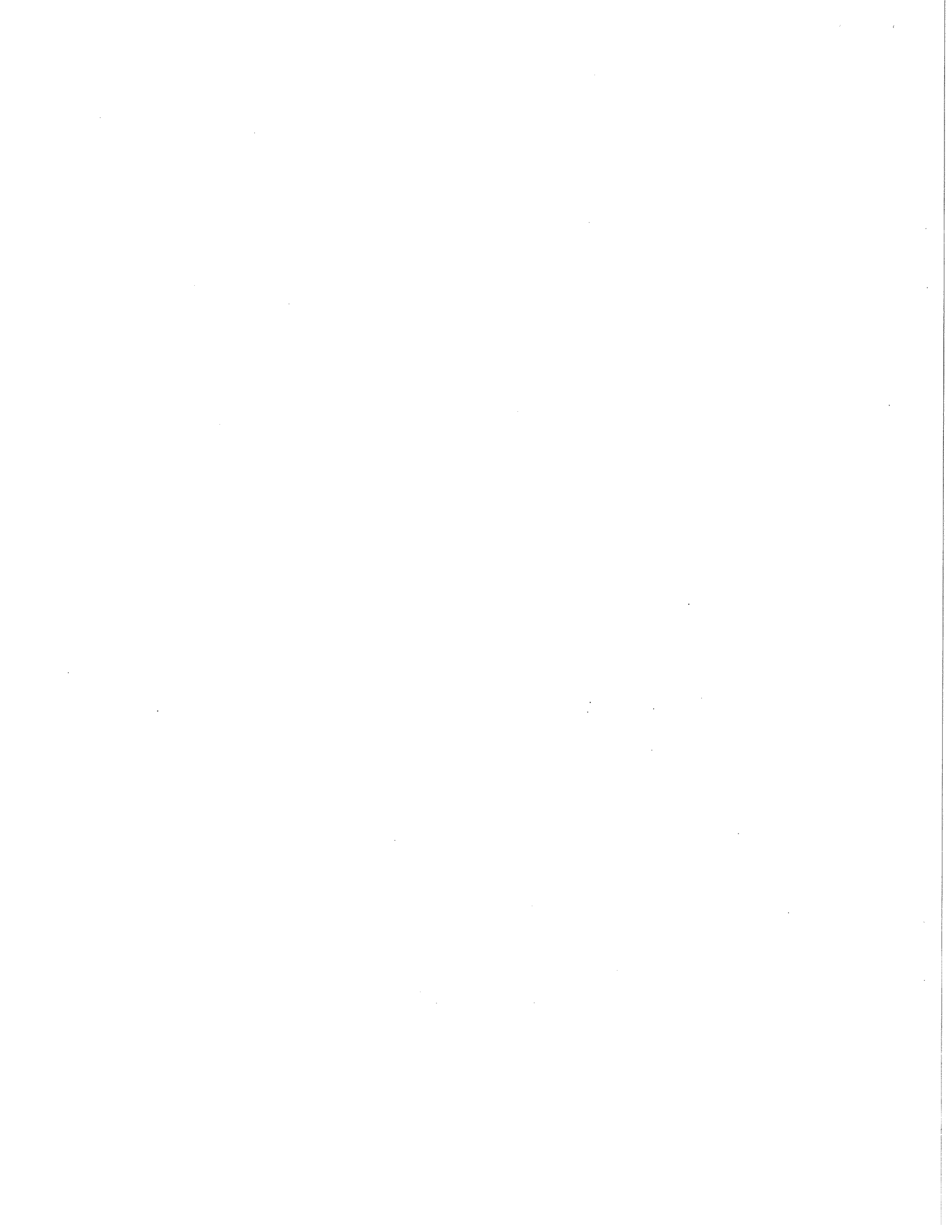
MADISON WATER UTILITY
119 EAST OLIN AVENUE
MADISON, WISCONSIN 53713

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END OF SECTION



SPECIFICATIONS



SECTION 01010
SUMMARY OF WORK

PART 1-GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 1 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS-INTENT AND USE

A. Intent of Documents:

1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:

1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

A. General Information and Requirements:

1. The Madison Water Utility operates the Well 24 facility continuously. Well 24 is a major source of water supply for the east side of the City of Madison. The well is visited by Water Utility staff once a day. Chemical deliveries are made to the site on a regular basis as needed. Madison Gas and Electric operates and maintains the generator set on the facility property.
2. When the facility is in operation, it shall be the responsibility of CONTRACTOR to not in any way impair the normal operation of the facility. CONTRACTOR shall maintain hard surface access to the entrance to the chemical room, generator set, and front door throughout construction.
3. Operation of the water supply and treatment facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with the water utility operation staff at all times.
4. CONTRACTOR shall submit for review, a detailed outage plan for time periods when the reservoir will be taken out of service. The plan shall be in writing and in the form of a bar chart. The outage plan may be part of the construction schedule if adequately detailed and shall be updated monthly.

B. Construction Sequence:

1. The following construction sequence is provided as a general guideline for the information and for the benefit of CONTRACTOR. This construction sequence is not intended to dictate means, method of construction, or direct construction activities. This construction sequence is a conceptual general construction sequence with minimum recommended outage, shutdowns, and operating units to be maintained in service. The general construction sequence is projected to allow the Work to be completed while maintaining facility operations. It is not intended to be all inclusive and does not list all work elements or details that are required to complete the Work. CONTRACTOR shall be responsible for implementing any additional details required.
2. CONTRACTOR may propose alternate sequence or modifications to this sequence. OWNER will review the proposed modification and determine if such modification of the sequence interferes with the proper operation of the facility. Any modifications to this general construction sequence shall be proposed in writing and shall be approved by OWNER before their implementations.
3. Before being placed into service or returned to service, all piping, tanks, and equipment shall be cleaned and disinfected. Reservoirs shall be disinfected before returning them to service after each shutdown period, even if no work was performed in the reservoir. CONTRACTOR is responsible for general cleaning including power washing inside of reservoir. OWNER will perform disinfection of reservoir. This process generally takes up to 7 days to perform and shall be included in the schedule for allowable shut down period.
4. See Special Provisions for allowable project shutdown periods and milestone requirements. Only one-half of the reservoir can be taken out of service at one time. The reservoir may be taken out of service for a maximum of a 28-day period including cleaning, disinfection and filling. Only one-half of the reservoir can be worked on during the months of April and May because the other half will be used by Madison Parks and Recreation for tennis. If work is being performed during this time, CONTRACTOR shall provide a temporary 6-foot-high fence to separate construction activities.

5. The reservoir will remain in service, except when the facility is removed from service as defined in the Special Provisions. When the facility is removed from service, the City shall pump reservoir down to the low level with the existing pumping equipment. CONTRACTOR shall be responsible for removing and disposing of the remaining water from the reservoir.
6. CONTRACTOR may perform work within the existing facility while the facility is online. CONTRACTOR's work shall not interfere with normal operation of the existing facility.

1.05 CONTRACTOR USE OF SITE

A. General:

1. The "area of the site" referred to in these specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the project right-of-way, or the easements obtained for the project shall be considered the "area of the site."
2. Construction activities shall be confined within the "area of the site" limits.
3. From the start of work to completion, CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:

1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER as shown on the Drawings.
3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER at locations shown on the Drawings.

1.06 EXISTING SERVICES, STRUCTURES, AND UNDERGROUND FACILITIES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security will not be permitted unless specifically indicated otherwise. Provide temporary facilities to maintain services.
- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted piping or other utilities be encountered during installation, notify OWNER and consult with utility owner immediately for directions.
- E. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation, and repair any damaged utilities to satisfaction of utility owner.

- F. CONTRACTOR shall not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
- G. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- H. Wisconsin Statute 182.0175(2) requires, among other provisions, that before excavation or demolition begins, reasonable advance notice not less than three working days prior to the start of the excavation or demolition of the intent to excavate or demolish and the commencement date be provided to the owners of the Underground Facilities in and near the construction area whose facilities may be affected by the excavation or demolition. As part of this notification requirement, CONTRACTOR shall contact Digger's Hotline (811 or 1-800-242-8511). CONTRACTOR shall be aware that not all owners participate in the Digger's Hotline program. A call to this agency shall not absolve CONTRACTOR of the requirements of this statute. CONTRACTOR shall comply with all other provisions of the statute though not enumerated herein.
- I. CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of structures and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such structures and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.
- J. CONTRACTOR shall keep an accurate and complete record of all such structures and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.
- K. CONTRACTOR shall inspect all structures and Underground Facilities for condition and soundness. Unsound conditions shall be reported to the structure or facility owner immediately after exposing. CONTRACTOR shall not proceed with the work until the structure or facility owner has been notified. OWNER shall then be given time to inspect and correct, if required, the structure or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.
- L. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing structure or Underground Facility encountered shall be paid for by CONTRACTOR.
- M. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing structures and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.
- E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 AVAILABILITY OF LANDS

- A. Easements were not obtained for this project. CONTRACTOR shall contain its operation to within the rights-of-way or lands upon which the work is to be performed.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Cash allowances.
 - 2. Measurement and Payment-Unit Prices.

1.02 CASH ALLOWANCES

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to OWNER and ENGINEER.
- B. Cash Allowances:
 - 1. CONTRACTOR agrees that:
 - a. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. CONTRACTOR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.
- D. Refer to sections of the specifications identified in the Bid Form for specific information on use of cash allowances.
- E. The Bid shall include the amount equal to the specified quantity times the unit price.

1.03 MEASUREMENT AND PAYMENT-UNIT PRICES

- A. Measurement methods are delineated in the individual Specification sections.
- B. CONTRACTOR shall take measurements and compute quantities. ENGINEER will check measurements and quantities.
- C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01039

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Progress meetings.
 - 4. Preinstallation meetings.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01010-Summary of Work for specific construction sequence.
- B. CONTRACTOR shall coordinate completion and clean up of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- C. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

- A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.
- B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.
- C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.
- D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.
- E. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

F. See Specifications for additional requirements concerning layout of the Work.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.
- B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.
- C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting. CONTRACTOR shall provide the following information in written form at each meeting.
 - 1. Construction progress, including:
 - a. Activities completed this reporting period.
 - b. Activities in progress this reporting period.
 - c. Activities scheduled to commence this reporting period.
 - 2. Description of problem areas.
 - 3. Current and anticipated delays.
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of the delay on other activities, on milestones, and on completion dates.
 - 4. Changes in construction sequence.
- D. ENGINEER will prepare and distribute minutes to all attending parties.

1.05 PREINSTALLATION MEETING

- A. When required in individual specification sections, CONTRACTOR shall convene a preinstallation meeting at Work Site prior to commencing Work of the section.
- B. CONTRACTOR shall require attendance of parties directly affecting or affected by work of the specific section.
- C. CONTRACTOR shall notify ENGINEER seven days in advance of meeting date.
- D. CONTRACTOR shall prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related work.
- E. CONTRACTOR shall record minutes and distribute copies to participants within two days after meeting; two copies to ENGINEER, participants, and those affected by decisions made.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01045

CUTTING, PATCHING, AND ALTERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to install improperly sequenced Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of the Contract Documents.
 - 5. Remove samples of installed Work as specified for testing.

1.02 REFERENCES

- A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.
- B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

- A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
 - 1. Work of OWNER or any separate contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. The request shall include:
 - 1. Description of affected work.
 - 2. The necessity for cutting, patching, or alteration.
 - 3. Effect on work of OWNER, any separate contractor, or on the structural or weather-proof integrity of the Project.
 - 4. Description of proposed work to include:
 - a. Scope of cutting, patching, or alteration.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 - 5. Alternatives to cutting and patching.

- 6. Written permission of any separate contractor whose work will be affected.
- C. Submit written notice to OWNER designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

- A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.
- B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the existing facility, notify ENGINEER and OWNER 72 hours in advance and obtain OWNER's approval before proceeding with this phase of the work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2-PRODUCTS

2.01 NEW MATERIALS

- A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.
- B. All new materials for patching and extending work shall match existing products and work.
- C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

2.02 SALVAGEABLE MATERIAL

- A. Materials or items designated to be reinstalled or to become the property of OWNER shall be as specified or as shown on the Drawings.
- B. CONTRACTOR shall remove such items with care under the supervision of the trade responsible for reinstallation.
- C. Items which are not to be reinstalled but are to become the property of OWNER shall be removed by CONTRACTOR with care, cleaned, and stored in a location at the Site to be approved by OWNER.
- D. Materials or items damaged in its removal shall be replaced by CONTRACTOR with similar new material at no additional cost to OWNER.

2.03 UNSALVAGEABLE MATERIALS

- A. Materials or items demolished and not designated to become the property of OWNER or not designated to be reinstalled shall become the property of CONTRACTOR and shall be removed from the site and legally and properly disposed of by CONTRACTOR.
- B. Materials shall be removed by CONTRACTOR in a manner that will avoid damage to materials or equipment to remain.

PART 3-EXECUTION

3.01 INSPECTION

- A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.
- B. After uncovering the work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.
- C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.
- D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.
- E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

- A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.
- B. Temporary supports must adequately carry all existing and imposed load.
- C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.
- D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where OWNER is operating, storing, or manufacturing products.
- E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.
- F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the work which may be exposed by cutting and patching, demolition, or other alterations.
- G. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of work.
- H. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- I. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

- A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.
- B. CONTRACTOR shall execute the work in a careful and orderly manner with the least possible disturbance to the public and to the occupants of the building.
- C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.
- G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

- A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.
- B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.
- C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.
- E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by OWNER.
- F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.
- G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.
- H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

- A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.
- B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.
- C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.
- D. CONTRACTOR shall provide adequate support to substrate for patching finishes.
- E. Transitions:
 - 1. Where new work abuts or finishes flush with existing work, CONTRACTOR shall make the transition as smooth as possible.
 - 2. Patched work shall match adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 3 feet.
 - 3. CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of work.

3.06 UNANTICIPATED MECHANICAL AND ELECTRICAL WORK EXPOSED

- A. Where unanticipated mechanical piping or electrical conduit is exposed during removal of partitions or walls, removal or rerouting shall be accomplished by CONTRACTOR as applicable.
 - 1. Rerouted piping shall be located and shall be connected to maintain all functions in proper operations.
 - 2. Abandoned piping may be left in place where it is buried in floors or walls, providing that it is completely disconnected from its source.
 - 3. There shall be no "dead end" gas, water, sewer, or vent piping existing in the completed work.
 - 4. Unless otherwise shown, abandoned piping, ductwork, conduit, or other mechanical or electrical items in chases, vertical enclosures, or concealed above ceilings shall be completely removed.
- B. Removals, capping, or otherwise terminating services which are abandoned shall be accomplished without additional cost to OWNER.
- C. Relocation of services resulting from unanticipated conflicts of new and existing work in concealed spaces shall be paid for in accordance with the General Conditions.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. OSHA Requirements.
 - 2. Permits.
 - 3. Wage Rates.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

1.03 PERMITS

- A. No permits were obtained by OWNER for this Project. CONTRACTOR shall obtain required permits. Where the requirements of any permit are more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

1.04 WAGE RATES

- A. CONTRACTOR shall also comply with the wage rates established by OWNER and applicable provisions of Section 66.0903 of the State of Wisconsin Statutes.
- B. Not less than the prevailing wage rates for this area shall be paid to the workers employed to do the Work under this Contract.
- C. CONTRACTOR shall comply with all provisions of Section 66.0903 and Section 103.49 of the Wisconsin Statutes, and Wisconsin Administrative Code Chapter DWD 290. Unless exempted by Statute, CONTRACTOR shall comply with the following:
 - 1. Subsection 66.0903(10)(a) requires that records be kept of employee's names, trades or occupation, hours worked, and wages paid.
 - 2. Subsection 66.0903(8) requires that a copy of the wage rate determination, if issued for this project, be posted in at least one conspicuous and easily accessible place at the site of the project.
 - 3. Subsection 66.0903(9)(b) requires that each agent or Subcontractor furnish evidence to CONTRACTOR of compliance with Subsection 66.0903(10).
 - 4. Subsection 66.0903(9)(c) requires that upon completion of the Project and prior to final payment, CONTRACTOR must file with the municipality an affidavit stating that it has complied fully with the provisions and requirements of the wage rate determination and that CONTRACTOR has received evidence of compliance from each of its agents and Subcontractors. A municipality may not authorize final payment until such an affidavit is filed in proper form and order. See attached form.
- D. See Wage Rate Forms bound after Section H Payment and Performance Bond. The forms bound at the end of Division 1 may not include all forms that may be applicable to your

project. CONTRACTOR shall check the DWD Website for other applicable or updated forms.

E. CONTRACTOR shall also comply with the attached Federal Wage Rates.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01090

REFERENCE STANDARDS AND DEFINITIONS

PART 1-GENERAL

1.01 SUMMARY

A. Work Included:

1. Reference Standards:

- a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
- c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.

2. Definitions:

- a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
- b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
- c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

- ###### B. Related Work Described Elsewhere:
- The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:

1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:

1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
 1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
 1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
 444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
 38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
 2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
 One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
 25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
 25 West 43rd Street, New York, NY 10036
9. APA American Plywood Association
 7011 South 19th, Tacoma, WA 98466-5333

10. API American Petroleum Institute
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA American Wood Protection Association
P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS American Welding Society
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute
9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591
24. FM FM Global
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919
25. FTI Facing Tile Institute
Box 8880, Canton, OH 44711

26. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070
37. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210
40. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
41. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

- 42. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 43. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 44. SDI Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987
- 45. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 46. SJI Steel Joist Institute
234 Cheves Street, Florence, SC 29501
- 47. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 48. SSPC Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 49. TCA Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625
- 50. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
- 51. UL Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
 2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

- B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.
 2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 - 3. The type of submittal requirements specified in this section include progress schedule, shop drawings, product data, samples, and other miscellaneous work related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 6 of the General Conditions.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name and location of project and identification number.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial schedule in duplicate within 10 days after date of OWNER-CONTRACTOR Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the Work. Applications for payment beyond 25% of the Contract amount will not be recommended for payment until all shop drawings are submitted or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the procedure described below. Except as noted, five color copies of shop drawings and descriptive data shall be submitted to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR

for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.

- F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- I. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- J. CONTRACTOR is fully responsible for obtaining any and all copyright permission associated with conversion of shop drawing information to electronic format.

1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 SAMPLES AND FIELD MOCKUPS

- A. CONTRACTOR shall provide samples and field mockups where noted or specified.
- B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.
- C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture, and pattern.
- D. Samples shall have labels firmly attached, bearing the following information:
 - 1. Name of project.
 - 2. Description of product and finish.
 - 3. Name of CONTRACTOR.
 - 4. Trade name and number of product.

- 5. Standards met by the product.
- E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.
- F. Samples, unless otherwise noted, become the property of OWNER.
- G. In situations specifically approved by ENGINEER, the retained sample may be used in the construction as one of the installed items.
- H. Field Mockups:
 - 1. CONTRACTOR shall erect field mockups at the project site in a location acceptable to ENGINEER and OWNER.
 - 2. When accepted by ENGINEER, the mockup will become the basis for comparison of the actual work.
 - 3. Remove mockup at conclusion of the work if it was not incorporated into the work.

1.09 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1-GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance-Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE-CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Temporary utilities.
 - 2. Temporary stairs and access.
 - 3. Temporary support facilities.
 - 4. Removal of temporary facilities.
- B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.
- C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.
- D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
 - 1. Furnish all necessary labor and materials.
 - 2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
 - 3. Maintain such connections.
 - 4. Remove temporary installation and connection when no longer required.
 - 5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

- A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.
- B. Temporary Electrical Services:
 - 1. CONTRACTOR may use existing electrical services on site. For any additional requirements, CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site.
 - 2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
 - 3. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.

- C. Weather Protection and Temporary Heat:
 - 1. CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.
 - 2. See Cash Allowance for cold weather protection. Allowance shall be used where temperatures are below manufacturer's minimum recommendations. Payment shall be for heating, blanketing, and tenting and shall be based upon actual cost of materials and work. Use of allowance shall be approved by OWNER prior to its use.
- D. Temporary Telephone Service: CONTRACTOR shall provide his own needs for telephone service.
- E. Temporary Water: Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.
- F. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.
- G. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

- A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.
- B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws. Provide stairs with handrails. As soon as possible and where applicable, permanent stairs shall be installed.
- C. As soon as permanent stairs are created, provide temporary protective treads, handrails, and shaft protection.
- D. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.05 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

PART 2--PRODUCTS

NOT APPLICABLE

PART 3--EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01560
TEMPORARY CONTROLS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Noise Control.
 - 3. Traffic Control.
 - 4. Site Security.
 - 5. Daily Cleanup.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.

3.02 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.03 TRAFFIC CONTROL

- A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.
- B. All traffic control measures shall meet the requirements of Part 6 of the Manual on Uniform Traffic Control Devices of the State of Wisconsin.
- C. Do not close or obstruct roadways without approval of OWNER.
- D. Maintain two-way traffic on streets at all times.
- E. Conduct operations with minimum interference to roadways.

3.04 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.
- B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01590
FIELD OFFICES AND SHEDS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Materials, equipment, and furnishings.
 - 2. Construction.
 - 3. Environmental control.
 - 4. CONTRACTOR office and facilities.
 - 5. ENGINEER Office.
 - 6. Storage areas and sheds.
 - 7. Preparation.
 - 8. Installation.
 - 9. Maintenance and cleaning.
 - 10. Removal.

PART 2–PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FURNISHINGS

- A. Materials, equipment, and furnishings shall be serviceable, new or used, and adequate for required purpose.

2.02 CONTRACTOR OFFICE AND FACILITIES

- A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs.

2.03 STORAGE AREAS AND SHEDS

- A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01600–Materials and Equipment.

PART 3–EXECUTION

3.01 PREPARATION

- A. CONTRACTOR shall fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 MAINTENANCE AND CLEANING

- A. CONTRACTOR shall maintain approach walks free of mud, water, and snow.

3.03 REMOVAL

- A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove field offices, foundations, utility services, and debris and shall restore areas.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, CONTRACTOR shall inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

- A. General:
 - 1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
 - 2. Available storage space at the Site is limited. Any additional off-site space required shall be arranged by CONTRACTOR.
 - 3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
 - 4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.
- B. In enclosed storage, CONTRACTOR shall:
 - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
 - 2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
 - 3. Provide ventilation for sensitive products as required by manufacturer's instructions.
 - 4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
 - 6. Store liquid materials away from fire or intense heat and protect from freezing.
- C. At exterior storage, CONTRACTOR shall:
 - 1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
 - 2. Store tools or equipment that carry dirt outside.
 - 3. Store large equipment so as not to damage the Work or present a fire hazard.

4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project record documents.
 - 5. Warranties.
 - 6. Spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 - 3. Submit consent of surety (if surety required in Contract).
 - 4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

- A. It is CONTRACTOR's responsibility to completely clean up the construction site at the completion of the Work.

1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall ensure entries are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by addenda and modifications.
- F. Record Documents and Shop Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.
- B. Submit warranty information as follows:
1. Provide notarized copies.
 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 3. Submit with request for certificate of Substantial Completion.
 4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. CONTRACTOR shall provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections.

PART 2--PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 02831
CHAIN LINK FENCE

PART 1-GENERAL

1.01 SUMMARY

- A. Work includes providing all chain link fencing as shown on the drawings.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A121-Zinc-Coated (Galvanized) Steel Barbed Wire.
- B. ASTM A392-Zinc-Coated Steel Chain-Link Fence Fabric.
- C. ASTM A428-Weight of Coating on Aluminum-Coated Iron or Steel Articles.
- D. ASTM A491-Aluminum-Coated Steel Chain Link Fence Fabric.
- E. ASTM A569-Steel, Carbon (0.15 Maximum Percent), Hot-Rolled Sheet and Strip Commercial Quality.
- F. ASTM A585-Aluminum Coated Steel Barbed Wire.
- G. ASTM F626-Fence Fittings.
- H. ASTM F567-Installation of Chain-Link Fence.
- I. ASTM F1043-Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
- J. Chain Link Fence Manufacturers' Institute (CLFMI)-Product Manual.

PART 2-PRODUCTS

2.01 POSTS, RAILS, AND BRACES

- A. Construction:
 - 1. All posts and rails shall be either tubular pipe conforming to ASTM F1043 Group 1A, Schedule 40 with a Type A zinc coating, or Group 1C cold-formed and welded pipe with a Type B zinc coating.

2. Post sizes shall be in accordance with the following:

LINE POSTS (MAXIMUM 10 FEET SPACING)

Height and Fence Type	Post Type	O.D. (IN.)	Weight (PLF)
6 feet or less	Group 1A	1.90	2.72

CORNER AND BRACE POSTS

Height and Fence Type	Post Type	O.D. (IN.)	Weight (PLF)
7 feet or less	Group 1A	2.375	3.65

3. Terminal posts shall be braced with the same material as top rail and trussed to line posts with 3/8-inch-diameter rods and tightened. One brace assembly shall be provided with each end or gate post and two assemblies with each corner or pull post.
4. Rails shall be 1 5/8 inch o.d., Group 1A, 2.27 pounds-per-foot pipe, or Group 1C, 1.84 pounds-per-foot pipe.

B. Posts: Posts shall have welded base plate for surface mounting to existing concrete slabs as shown on drawings.

C. Required Rails: Provide top rail, intermediate rail, and bottom rail.

2.02 FABRIC

A. Construction:

1. Fabric to be No. 9 gauge steel aluminum-coated steel wire woven in a 2-inch mesh; top selvage to have knuckled finish, bottom selvage to be knuckled.
2. Fabric height shall be 6 feet.
3. The designated height of the fence shall be the fabric height.
4. Fasteners:
 - a. Fasteners shall be galvanized steel wire clips and tie wires in accordance with ASTM A-641 Class III or aluminum coat in conformance with fence fabric specifications.
 - b. Provide fasteners for posts, top and intermediate rails, bottom rails, top tension wires, and braces of 9 gauge steel or 0.179-inch-diameter aluminum tie wires.
 - c. Provide fasteners for bottom tension wire of not smaller than 12 gauge, or 0.149-inch-diameter aluminum tie wires.

2.03 ACCESSORIES

A. General: All accessories, except tie wires, shall be galvanized to comply with ASTM F626.

B. Post Tops:

1. Material shall be pressed steel or malleable iron.
2. Top shall be weathertight.
3. Top shall permit passage of top rail.

- C. Stretcher Bars:
 - 1. Stretcher bars required for tubular end, corner, pull, or gate posts.
 - 2. Bars shall be one-piece lengths equal to full height of fabric with minimum cross section of 3/16 inches by 3/4 inches.
 - 3. Provide one stretcher bar for each gate and end post and two stretcher bars for each corner and pull post.
- D. Stretcher Bar Bands:
 - 1. Material shall be heavy pressed steel.
 - 2. Spacing shall be 15 inches maximum o.c. to secure stretcher bar to tubular end, corner, pull, and gate post.

PART 3--EXECUTION

3.01 POSTS AND BRACES

- A. Set posts in a vertical position at the required location and alignment. Set tops at the required elevation to provide a smooth profile at the top rail or tension wire without abrupt changes and in conformity with the general contour.
- B. Place an end post at each end of each run of fence. Place a corner post whenever a break of 30 degrees or more occurs in the horizontal alignment. Set an intersection post in line with an intersecting chain link fence and brace it to the adjacent posts of the intersecting fence.

3.02 POST BRACING ASSEMBLY

- A. Post bracing assemblies consist of one or more brace rails and a 3/8-inch truss rod as hereafter specified. Provide brace rails the same size as the top rail. Provide truss rods with an adjustable take-up adapter.
- B. Install a single bracing assembly at each end post location.
- C. Provide the bracing assembly with one horizontal brace rail and one diagonal brace rail and one diagonal truss rod on all fences which do not have a top rail. Locate the horizontal rail in accordance with the manufacturer's specifications.

3.03 STRETCHER BARS

- A. Provide one stretcher bar for each end post and two for each corner and pull post, except roll form posts with integral loops. Attach to posts with heavy-duty pressed steel or malleable iron bands spaced at 15 inches o.c.

3.04 FABRIC

- A. Install, stretch, and anchor tension wires to each end, corner, gate, and brace post and properly attach to each line post before the fabric is placed. Pass top tension wire (when required) through the post top rail opening. Install top, intermediate, and bottom rails at proper locations.
- B. Hang fabric on the inside playing/secure side of all installations at running tracks, baseball diamonds and tennis courts.

- C. Attach the end of the fabric to the end, corner, gate, or brace posts (except roll form posts with integral loops) by means of a stretcher bar threaded through the end loops of the fabric and stretched to remove all slack with proper stretching equipment. Secure the stretched fabric to posts, rails, and tension wires with specified fabric fasteners. Install fabric fasteners on all posts at not greater than 14 inches o.c. and on rails and bottom tension wires at not more than 24 inches o.c. Where a top tension wire is installed, fasten to the fabric at not more than 18 inches o.c.
- D. Repeat stretching operations at approximately every 100 feet for each run of fence.
- E. Make splices in fabric by interweaving a wire picket through each end loop of each piece of fabric. Each splice shall be subject to ENGINEER's review.

3.05 GRADE CLEARANCE

- A. For tennis courts, provide a clearance from the bottom of the fabric to the new finished grade of 3/4 inches.

3.06 CLEAN-UP

- A. After chain link fence construction is completed, clean-up all storage and work areas. Replace or repair, as required, all landscape features damaged or disturbed under this Contract.

END OF SECTION

SECTION 03560
CONCRETE SURFACE REPAIR

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Concrete surface and full-depth repairs.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.
- C. Repair Locations: List repair locations here or indicate repair locations are as shown on the drawings.
- D. CONTRACTOR shall INCLUDE in the Bid the following quantities of concrete repairs.
 - 1. Topside of Slab Joint Repairs: 100 linear feet.
 - 2. Underside of Slab Joint Repairs: 80 linear feet.
 - 3. Top of Slab Surface Repairs: 50 square feet.
 - 4. Full-Depth Slab Removal/Repairs: 30 cubic feet.
- E. Payment to CONTRACTOR for repairs will be adjusted, add or deduct, based upon the actual repairs performed and the unit price(s) bid for these repairs. Unit price(s) shall include all materials, labor, and incidental items associated with completing repairs as noted on drawings and in these specifications. Unit price for wall surface repairs shall include cost for scaffolding. Before any work begins, CONTRACTOR and ENGINEER shall agree on the extent of work.

1.02 SUBMITTALS

- A. Comply with Section 01300-Submittals.
- B. Product Data: Submit manufacturer's technical data sheets for each product.
- C. Submit list of project references as documented in this specification under 1.03 Quality Assurance. Include contact name and phone number of person charged with oversight of each project.

1.03 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products and systems.
 - 2. Applicator Qualifications:
 - a. Company with minimum of 5 years experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
 - b. Successful completion of a minimum of five projects of similar size and complexity to specified Work.

1.04 PROJECT CONDITIONS

A. Environmental Requirements:

1. Application range of repair mortar is from 20°F (min 7°C) to 85°F (29°C). Follow ACI-recommended concreting practices for hot or cold weather.
2. Ensure that frost or frozen surfaces are thawed and dry.
3. Do not apply material if snow, rain, fog, or mist is anticipated within 12 hours after application. Allow surfaces to attain temperature and conditions specified before proceeding with application.

PART 2-PRODUCTS

2.01 MANUFACTURER

- A. Repair materials shall be by BASF Building Systems, or equal.

2.02 MATERIALS

- A. Top Slab Surface Repairs: Repair mortar shall be one component, early strength gaining, cementitious patching material, EMACO T415 by BASF Building Systems, or equal.
- B. Topside and Underside Joint, and Full-Depth of Slab Repairs: Repair mortar shall be one component, rheoplastic, shrinkage-compensated, fiber-reinforced, cementitious repair mortar, EMACO S66-CI, S77-CI, or S88-CI by BASF Building Systems, or equal.
- C. Reinforcing Primer: Primer for reinforcing shall be a 2-component, polymer-modified, cementitious bonding agent, and anticorrosion coating, EMACO P24 by BASF Building Systems, or equal.

PART 3-EXECUTION

3.01 IDENTIFICATION

- A. When various tanks and other structures are removed from service and are available for inspection, CONTRACTOR and ENGINEER shall observe conditions and identify areas to be repaired. Where practicable, approximate quantities of repair material shall be agreed upon prior to commencement of repairs. Where quantities may be affected by subsurface conditions not visible prior to repairs, quantities shall be determined and agreed upon as soon as practicable after removal of unsound concrete.

3.02 SURFACE PREPARATION

- A. Protect adjacent Work areas and finish surfaces from damage during repair work.
- B. Concrete:
1. Remove unsound or delaminated concrete, providing minimum of 1/4-inch (6 mm) substrate profile and 3/4-inch (19 mm) clearance behind corroded reinforcing steel.
 2. After removal of concrete, but before placement, mechanically abrade concrete surface to remove bond-inhibiting materials and to provide additional mechanical

- bond. Do not use method of surface preparation that will fracture concrete. Verify absence of microcracking or bruising according to ICRI Guideline No. 310.2.
3. Sawcut straight edges along repair area perimeters minimum of 1 inch (25 mm) deep to eliminate feather edges. Do not cut reinforcement.
 4. Report cracks that appear in interface area of patch or overlay to ENGINEER, and repair.
 5. Continue expansion and control joints through repair or as required, review with ENGINEER.
 6. Dampen base concrete interface to be repaired to saturated surface dry (SSD) conditions by wetting, fogging, or ponding with clean water for 24 hours.
- C. Reinforcing Steel:
1. Expose full circumference of corroded steel in areas to be repaired.
 2. Remove oxidation and scale from exposed reinforcing steel according to ICRI Technical Guideline No. 310.1R *Guide to Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion*.
 3. To prevent future steel corrosion, coat prepared reinforcing steel with reinforcing primer as specified.
 4. Any existing reinforcement displaced by prior demolition operations shall be bent back into place.

3.03 INSTALLATION

- A. Substrate shall be SSD with no standing water during application.
- B. Mix components and apply concrete according to manufacturer's instructions.
- C. Repair areas shall be water-cured for 7 days or use an approved curing compound compatible with coatings if area is to be overcoated.

END OF SECTION

SECTION 07180
PENETRATING SEALER

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Sealing all existing exterior concrete top slab surfaces of the reservoir.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. Submit two copies of manufacturer's literature for all products furnished, including Material Safety Data Sheets and a copy of the guarantee to be issued.

1.03 QUALITY ASSURANCE

- A. Field sample: Install sample of product to be applied at project site. Make the sample large enough to be representative of the installation. This sample is to be approved by ENGINEER. Leave the sample at the jobsite for reference during the project. During installation of sample, note the rate of consumption.

PART 2-PRODUCTS

2.01 PENETRATING CONCRETE SEALERS

- A. Sealer shall be Barrade Silane 100C as manufactured by Tamms Industries Co., or equal.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Before sealer is applied, inspect surface of the substrate and treat as necessary to remove laitance, loose material on the surface, grease, oil, and other contaminants which will affect the performance of the product. Prepare existing concrete slabs as recommended by the product manufacturer.
- B. Verify the curing methods used for concrete are compatible with the top surface requirements for the sealer systems.
- C. Concrete surface must cure 28 days minimum prior to sealer application.
- D. Commencement of sealer application implies acceptance of the top surface of the substrate area only, as suitable to accept the penetrating sealer systems.

3.02 APPLICATION

- A. Apply sealer to surfaces at coverages as recommended by manufacturer.
- B. Apply sealer at a uniform measured rate with airless spray equipment using low pressure (20 psi) fan-type nozzle.
- C. Surface application techniques: Apply to horizontal surfaces with enough material to saturate the surface. Remove excess material with a broom or squeegee.

3.03 CLEANING

- A. Cleaning agents: Toluene, xylene, or mineral spirits.
- B. When using solvents for cleanup, extinguish all sources of ignition in the area, and observe proper precautionary measures for handling such materials.
- C. Remove foreign matter from finished sealer surfaces.

END OF SECTION

SECTION 07900
CAULKING AND SEALANTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Caulking and sealants on the project, including primers and backer rod material.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ASTM C920-Elastomeric Joint Sealants.

1.03 SUBMITTALS

- A. Submittals shall comply with provisions of Section 01300-Submittals.
- B. Submit color chart for each sealant used on project. Colors will be selected by ENGINEER.
- C. Submit copies of warranty.

1.04 WARRANTY

- A. Caulked joints shall be weathertight and guaranteed watertight by installer for 2 years from date of final payment. Deliver original guarantee to OWNER with copies to ENGINEER.
- B. Provide manufacturer's standard 5-year product warranty.

PART 2-PRODUCTS

2.01 CAULK-NONSUBMERGED APPLICATIONS-GENERAL

- A. Caulk for nonsubmerged applications in all locations except floor joints shall be a one-part polyurethane sealant.
- B. Acceptable products include the following, or equal:
 - 1. NP1 BASF Construction Chemicals, LLC.
 - 2. Vulkem 116 by Tremco, Inc.

2.02 CAULK-NONSUBMERGED APPLICATIONS-FLOOR JOINTS

- A. Caulk for floor joints in nonsubmerged applications shall be a one-part, self-leveling, polyurethane sealant.

- B. Acceptable products include the following, or equal:
 - 1. SL1 by BASF Construction Chemicals, LLC.
 - 2. Vulkem 45 SSL by Tremco, Inc.

2.03 CAULK-SUBMERGED APPLICATIONS-POTABLE WATER CONTACT

- A. Caulk in all submerged potable water contact applications shall be an NSF-approved, two-part polysulfide base synthetic rubber sealant, or an NSF-approved, one-part polyurethane sealant recommended by the sealant manufacturer for potable water contact.
- B. Acceptable products include the following, or equal: Sika Duoflex NS, or Thiokol 2235M by PolySpec.

2.04 ACCESSORIES

- A. Backer rod shall be flexible, closed-cell polyethylene rod stock sized to be under at least 25% compression when positioned in the joint. In shallow joints and where backer rod is not used, polyethylene bond breaker tape shall be used. It is essential that the caulk bond to the side of the joint but not to the base of the joint.
- B. Primer(s) shall be used where required by the manufacturer for the specific product(s) used and the specific application(s) intended. Specific product(s) shall be as recommended by the manufacturer.
- C. Cleaning fluid shall be methyl ethyl ketone (MEK), methyl isopropyl ketone (MIK), or similar solvent material which will not etch or mar metal finishes and shall be the product of a nationally recognized manufacturer, of type expressly recommended for use with the caulking or sealant compound used.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Seal completely all joints as noted on the drawings and as necessary to seal all open joints in a complete manner. Caulking not specified in other sections shall be performed under this heading.
- B. All caulking shall be done in accordance with manufacturer's specifications. Allow minimum 28-day curing period for concrete, grout, or mortar prior to caulking unless requested otherwise. Caulking work shall be done before the final coat of paint is applied except at moving joints which shall be finish painted before caulking or caulking shall be protected during painting. All caulking shall occur only when the temperature is above 40°F.
- C. Joints shall be thoroughly cleaned and primed before caulking in accordance with manufacturer's instructions. Unless otherwise shown, joints shall be square in cross section 1/2 inch by 1/2-inch and shall comply with manufacturer's joint width/depth ratio limitations.

- D. Backer rod shall be used in all openings 3/4 inches or more in depth and shall be tightly packed to completely fill the space to 1/2 inch back of face. The 1/2 inch shall then be filled with caulking compound.
- E. Caulking shall be done by hand gun. Compound shall be driven into joint grooves with sufficient pressure to force out all air and fill joint grooves solidly. Caulking where exposed shall be free of wrinkles and shall be uniformly smooth.
- F. At completion of caulking, clean off all excess material from adjoining surfaces and material. Entire installation shall be left in a perfect appearing weathertight condition.

END OF SECTION

SECTION 07950
EXPANSION JOINTS

1.01 SUMMARY

- A. Work included: New expansion joints for reservoir top slab and parapet walls.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. Shop Drawings: Provide the following for each joint system specified and obtain approval prior to fabrication and shipment of materials to the job site: Placement Drawings: Include line diagrams showing plans, elevations, sections, details, splices, blackout requirement, entire route of each joint system, and attachments to other work. Where joint systems change planes, provide isometric or clearly detailed drawing depicting how components interconnect.
- B. Product Data: Submit copies of manufacturer's latest published literature for materials specified herein for approval, and obtain approval before materials are fabricated and delivered to the site. Data to clearly indicate movement capability of cover assemblies and suitability of material used in exterior seal for UV exposure.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by manufacturer.
- B. Source Limitations: Obtain all architectural joint systems through one source from a single manufacturer.
- C. Loading Characteristics: Heavy duty refers to covers that are capable of withstanding up to 2000 lb. point loads.
- D. Manufacturer to provide 5 year warranty for all joint covers.

1.06 COORDINATION

- A. Coordinate installation of exterior wall joint systems with roof expansion assemblies to ensure that wall transitions are watertight.

PART 2-PRODUCTS

2.01 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304 for plates, sheet, and strips. Finish: No. 4, directional satin.
 - 1. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- B. Compression Seals: ASTM D2000; preformed rectangular elastomeric extrusions having internal baffle system and designed to function under compression.
- C. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, and other accessories compatible with material in contact, as indicated or required for complete installations.

2.02 SLAB AND WALL JOINT SYSTEMS

- A. Manufacturer: Construction Specialties, Inc., P.O. Box 380 Muncy, Philadelphia, or equal.
 1. Details
 2. ASTM- E1399 test reports
 3. Mock-ups
 4. Reference list of projects with similar products as those specified herein.
 5. Sample of written 5 year warranty
- B. Systems
 1. Basis-of-Design Product: Construction Specialties, Inc. model ZB (slab) and Model HB (parapet walls).
 2. Type: Epoxy-bonded seal.
 - a. Seal Material: EPDM.
 - b. Color: Black.
 3. Attachment Method: Compressed, epoxy adhered.
 4. Load Capacity: Heavy duty.
 5. Winged seal systems that utilize elastomeric concrete are not acceptable.

2.06 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Examine surfaces and blockouts where joint systems will be installed for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Prepare substrates according to joint system manufacturer's written instructions.

- B. Repair concrete slabs and blockouts using manufacturer's recommended repair grout of compressive strength adequate for anticipated structural loadings.
- C. Coordinate and furnish anchorages, setting drawings, and instructions for installing joint systems. Provide fasteners of metal, type, and size to suit type of construction indicated and to provide for secure attachment of joint systems.

3.03 INSTALLATION

- A. Comply with manufacturer's written instructions for storing, handling, and installing architectural joint assemblies and materials unless more stringent requirements are indicated.
- B. Joint System: Perform cutting, drilling, and fitting required to install joint systems.
 - 1. Install in true alignment and proper relationship to joints and adjoining finished surfaces measured from established lines and levels.
 - 2. Adjust for differences between actual structural gap and nominal design gap due to ambient temperature at time of installation. Notify ENGINEER where discrepancies occur that will affect proper joint installation and performance.
 - 3. Cut and fit ends to accommodate thermal expansion and contraction.
 - 4. Locate in continuous contact with adjacent surfaces.
 - 5. Heavy-Duty Systems: Repair or grout blockout as required for continuous support and to wing to proper level. Shimming is not allowed.
 - 6. For cover plates, locate anchors at interval recommended by manufacturer, but not less than 3 inches from each end and not more than 24 inches o.c.
- C. Compression Seals: Apply adhesive or lubricant adhesive as recommended by manufacturer before installing compression seals.
- D. Terminate exposed ends of joint assemblies with field- or factory-fabricated termination devices.

3.02 PROTECTION

- A. Do not remove protective covering until finish work in adjacent areas is complete. When protective covering is removed, clean exposed metal surfaces to comply with manufacturer's written instructions.
- B. Protect the installation from damage by work of other Sections. Where necessary due to heavy construction traffic, remove and properly store cover plates or seals and install temporary protection over joints. Reinstall cover plates or seals prior to Substantial Completion of the Work.

END OF SECTION

SECTION 07960

SUBMERGED JOINT SEALERS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Repair of existing submerged expansion joints with a foam impregnated expansion material.
 - 2. Repair of existing submerged expansion joints with polyurethane chemical grout that are actively leaking.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01300—Submittals.
- B. Submit letter from manufacturers that applicators are an approved or certified applicator of their product.
- C. Submit thicknesses of closed-cell expansion material to be used in various tunnel joints and their expansion capabilities.
- D. Submit details of installation of materials for the various joints.
- E. Submit copies of system warranties.

1.03 QUALIFICATIONS OF APPLICATOR

- A. Expansion material and chemical grout applicator shall be approved by the corresponding manufacturers.
- B. The expansion material manufacturer shall visit site to certify materials and proper installation procedures.

1.04 ENVIRONMENTAL CONDITIONS

- A. No adhesive for expansion material shall be applied at temperatures below 40°F.
- B. Chemical grout shall be used within the temperature constraints given by the manufacturer.
- C. No work shall be performed on exterior expansion joints during inclement weather or when such weather is imminent.

1.05 WARRANTY

- A. Provide installer's 2-year total system warranty of water-tightness covering cost to repair any leaks in repaired expansion joints. Where expansion material is installed on negative side of water infiltration, a warranty will not be required.

PART 2-PRODUCTS

2.01 FOAM IMPREGNATED EXPANSION MATERIAL

- A. Foam impregnated expansion material shall be by Emseal Joint Systems, Ltd, 23 Bridle Lane, Suite 3, Westborough, Massachusetts 01581-2603, 1-800-526-8365, www.emseal.com, or equal.
- B. Products shall be as follows: Submerseal.
- C. Joint system shall be comprised of these components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone, 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands. Impregnation agent to have nonmigratory characteristics. Silicone coating to be highway-grade, low-modulus, jet-fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows. Depth of seal as recommended by manufacturer. Foam seal to be installed into manufacturer's standard field-applied epoxy adhesive. Provide factory fabricated transition and/or termination pieces as required for field conditions.
- D. Material shall be capable, as a dual seal, of movements of +30%, -25% (55% total) of nominal material size.
- E. Products shall be certified in writing to be: a) capable of withstanding 150°F (65°C) for 3 hours while compressed down to the minimum of movement capability dimension of the basis of design product (-25% of nominal material size) without evidence of any bleeding of impregnation medium from the material; and b) that the same material after the heat stability test will self-expand to the maximum of movement capability dimension of the basis-of-design product (+30% of nominal material size) within 24 hours at room temperature 68°F (20°C).

2.02 CHEMICAL GROUT

- A. Chemical grout shall be a high-solid, hydrophobic, polyurethane material which is injected in a liquid form.
- B. Acceptable products include the following, or equal:
 - 1. Mountain Grout, manufactured by Green Mountain International, Inc.
 - 2. Hydro Active Grout, manufactured by DeNeef Construction Chemicals.

- C. The material shall provide the following performance characteristics when installed in conformance with the manufacturer's written instructions:
 - 1. Elongation: 25% parallel minimum, ASTM D 1623.
 - 2. Tensile Strength (Adhesion): 15 psi minimum, ASTM D 1623.
 - 3. Modulus of Elasticity: 18 psi minimum, ASTM C 123.
 - 4. Shrinkage: 0%, ASTM D2126.
 - 5. Water Absorption: 0.09 pounds per square foot, ASTM D 2842.
- D. All material shall be supplied by one manufacturer.
- E. Grout shall be activated by an accelerator and be able to expand up to 20 times its volume in a free rise. Material must be permanently flexible.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Applicator shall inspect expansion joints to be repaired for size, preparation, and concrete patching required.
- B. Widths of expansion joints given on plans are approximate and should be verified by applicator.
- C. All existing expansion material, caulk, and other debris shall be removed from all joints.
- D. Expansion joints shall be repaired as detailed on drawings. If joint is an active leaking joint and cannot be dried out by draining down tank or channel, chemical grout shall be used to seal joint.

3.02 INSTALLATION OF FOAM IMPREGNATED EXPANSION MATERIAL

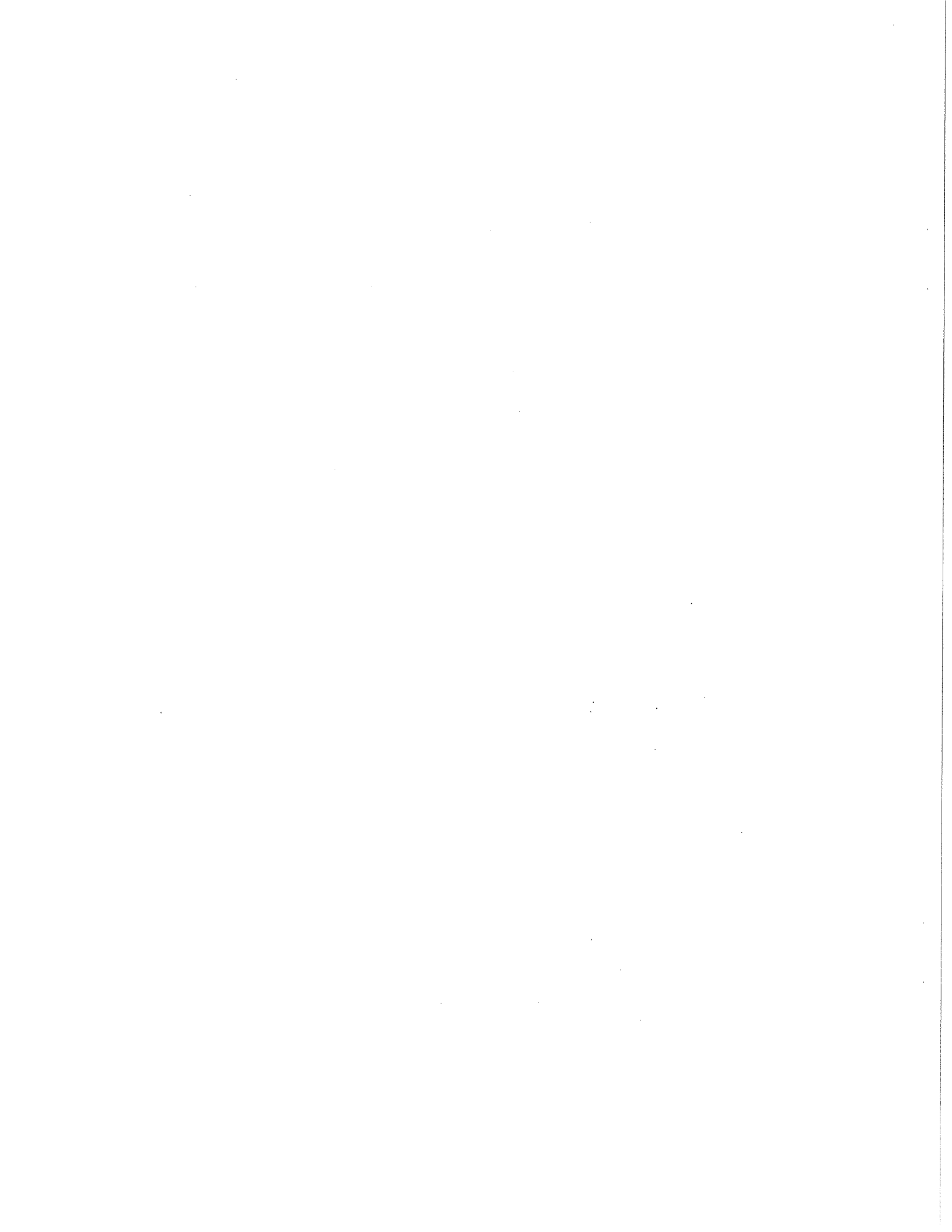
- A. Surface Preparation:
 - 1. Concrete surface must be sound and free of debris. Spalled areas must be repaired prior to installation.
 - 2. Clean areas in contact with specified bonding agent of all oils, greases, dirt, existing coatings, curing compounds, heavy laitance, and sharp objects by approved method. New concrete should cure to 80% of the design strength.
- B. Bonding agent shall be placed per manufacturer's recommendations.
- C. Joint Material:
 - 1. Joint material shall be installed under a compression of 25%.
 - 2. Joint manufacturer shall recommend thickness and depth material to be used in joint based on joint size and potential movement.
 - 3. All splices shall have ends treated with liquid silicone as recommended by manufacturer and sealed watertight. Provide prefabricated transition and/or terminations seals per manufacturer's recommendations.
 - 4. The system is to be installed slightly recessed from the surface such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be essentially flush with the substrate surface.

5. Bonding agent and sealant shall be allowed to cure before traffic is allowed on joint. Joint shall be protected until bonding agent is cured.
- D. Expansion material system shall be installed per manufacturer's installation procedures and recommendations. Manufacturer shall visit site at beginning of work and verify the products used and installation procedures.

3.03 CHEMICAL GROUT INSTALLATION

- A. Injection packers shall be used at spacings required to completely fill joint or crack with chemical grout.
- B. Joint or crack shall be flushed out with water to remove debris and contaminants as recommended by manufacturer.
- C. Use dry oakum soaked in grout to jam into expansion joint to keep grout from flowing out of joint when injection occurs.
- D. Connections between grout and expansion material shall be watertight.
- E. Joints shall be repaired as recommended by chemical grout manufacturer.

END OF SECTION



SECTION E: BIDDERS ACKNOWLEDGEMENT

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

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.

- 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. _____ through _____ 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of DRAX, INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of DE a partnership consisting of _____; an individual trading as _____; of the City of MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

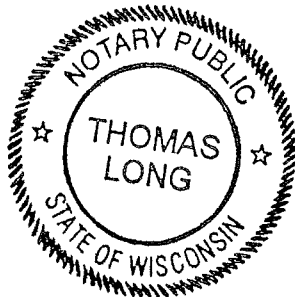
Paul H. Layman
SIGNATURE

PRESIDENT
TITLE, IF ANY

Sworn and subscribed to before me this 4th day of October, 2013.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07-2-2017

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



SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

WELL 24 ROOF REPAIR CONTRACT NO. 7185

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

Disclosure of Ownership

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

ANDREW H. LANGRISH
Andrew H. Langrish *OCTOBER 4th 2013*
DRAX INC.
2801 INTERNATIONAL LANE 205 *MADISON* *WI* *53704*

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

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

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

Best Value Contracting

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

DRAX INC WILL USE ONE APPRENTICE

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

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

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: Drax Inc

Address: 2801 International Lane #205

Telephone Number: Andrew Langum Fax Number: _____

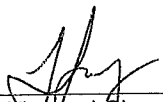
Contact Person/Title: President

Prime Bidder Certification

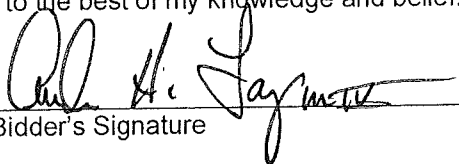
I, Andrew Langum, President of
Name Title

Drax Inc. 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

OCTOBER 4th 2013
Date

Project 7185 Well 24 Roof Repair

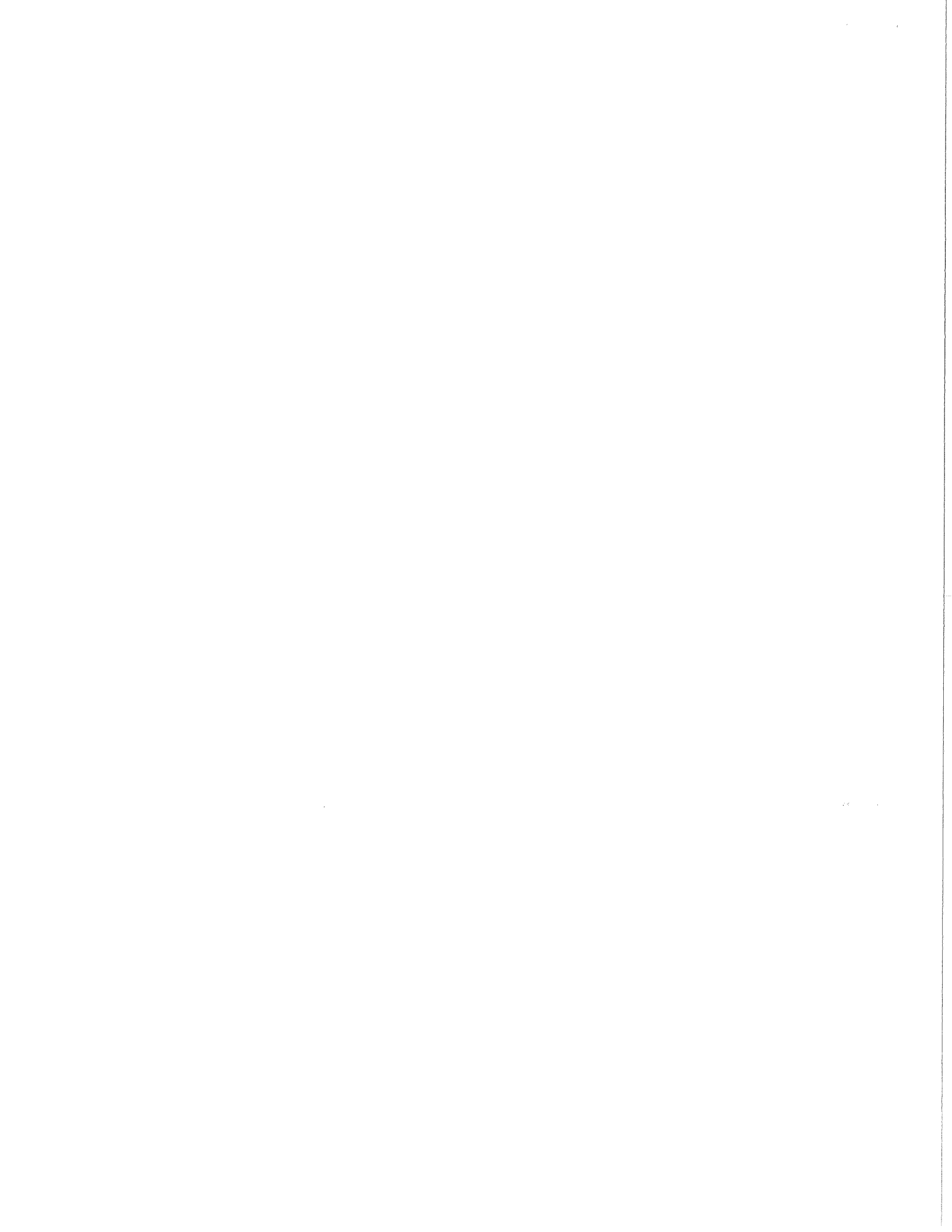
Bid for Drax Inc.

		Unit Price	Subtotal
1	Miscellaneous Demolition	1 LS 35,000.00	35000
2	New Expansion Joints (Walls & Slabs)	1 LS 45,000.00	45000
3	Top Side Concrete Joint Repair	100 LF 100	10000
4	Bottom Side Concrete Joint Repair	80 LF 200	16000
5	Surface Spalls on Top Slab	50 SF 75	3750
6	Full Depth Joint Repairs	30 CF 900	27000
7	Route and Caulk Cracks	200 LF 15	3000
8	Concrete Slab Sealer	1 LS 25,000.00	25000
9	New Chain Link Fence	1 LS 10,000.00	10000
10	Expansion Joint Cover Plate	55 LF 50	2750
11	Cold Weather Allowance	1 LS \$10,000.00	10000

12 Grand Total

187,500

✓
ok



SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Drax, Inc. (a corporation of the State of Wisconsin) (Individual), (partnership), hereinafter referred to as the "Principal") and *See Below, a corporation of the State of Pennsylvania (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:

**WELL 24 ROOF REPAIR
CONTRACT NO. 7185**

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.

*Philadelphia Indemnity Insurance Company

**5% of Total Amount of Bid Not to Exceed: Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00)

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 Drax, Inc. October 4th 2013
Principal _____ Date

By: Andrew H. Langum IV
Andrew H. Langum IV, President

Philadelphia Indemnity Insurance Company
Name of Surety

By: Jeremy Crawford October 2nd, 2013
Jeremy Crawford, Attorney-in-Fact Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2505634 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.

October 2nd, 2013 CCI Surety, Inc.
Date Agent

1710 N. Douglas Dr., Suite 110
Address

Golden Valley, MN 55422
City, State and Zip Code

(763) 543-6993
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.

SBASBA***SBA***SBA***SBA***SBA***SBA***SBA***SBA***SBA***
PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemeec, Andrea J. Michael, Tanya Fukushima, Lisa Jabas & William Gerber of C*C*I Surety, Inc. A Minnesota Corporation.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$2,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

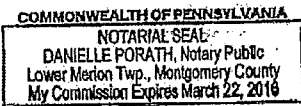
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: _____

Bala Cynwyd, PA

(Notary Seal)

My commission expires: _____

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of October, 2013.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus

Admitted Assets

	<u>As of December 31,</u>	
	<u>2012</u>	<u>2011</u>
Bonds, at statement value (market value \$5,554,079,175 and \$5,046,924,657)	\$ 5,148,801,438	\$ 4,750,406,952
Common stocks, at fair value (cost \$6,228,900 and \$8,781,800)	6,228,900	8,781,800
Cash, cash equivalents and short-term investments	81,992,739	(17,628,077)
Receivable for sold securities	<u>126,883</u>	<u>371,131</u>
Cash and invested assets	5,237,149,960	4,741,931,806
Premiums receivable, agents' balances and other receivables	527,610,866	484,522,495
Reinsurance receivable	28,657,053	35,774,455
Accrued investment income	57,334,128	53,873,363
Receivable from affiliates	7,831,835	4,984,299
Net deferred tax asset	160,215,214	141,306,884
Federal income taxes recoverable	28,147,210	-
Guaranty funds receivable	<u>323,335</u>	<u>364,087</u>
Total admitted assets	<u>\$ 6,047,269,601</u>	<u>\$ 5,462,757,389</u>

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 2,653,172,627	\$ 2,372,160,617
Unearned premiums	1,077,599,587	970,619,442
Reinsurance payable on paid loss and loss adjustment expenses	7,839,717	8,466,755
Ceded reinsurance premiums payable	59,827,255	44,910,680
Commissions payable, contingent commissions and other similar charges	178,129,692	146,801,930
Accrued expenses and other liabilities	29,154,215	26,791,853
Federal income taxes payable	-	13,107,499
Payable to affiliates	5,445,626	1,544,202
Provision for reinsurance	1,397,979	2,773,455
Payable for purchased securities	<u>17,524,284</u>	<u>8,576,135</u>
Total liabilities	<u>\$ 4,030,090,982</u>	<u>\$ 3,595,752,568</u>

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 359,995 shares issued and outstanding	<u>3,599,950</u>	<u>3,599,950</u>
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Surplus:

Gross paid-in and contributed surplus	386,970,317	386,970,317
Special surplus funds	-	41,960,315
Unassigned surplus	<u>1,626,608,352</u>	<u>1,434,474,239</u>
Total surplus	<u>2,013,578,669</u>	<u>1,863,404,871</u>
Total capital and surplus	<u>2,017,178,619</u>	<u>1,867,004,821</u>
Total liabilities and capital and surplus	<u>\$ 6,047,269,601</u>	<u>\$ 5,462,757,389</u>

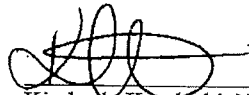
The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

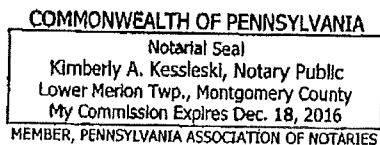


Karen Gimer-Pauciello, EVP & CFO

Sworn to before me this 11th day of June 2013.



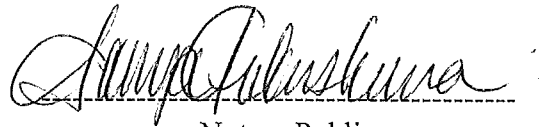
Kimberly Kessleski, Notary



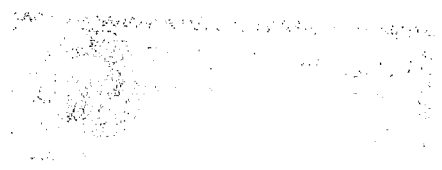
Acknowledgment of Surety

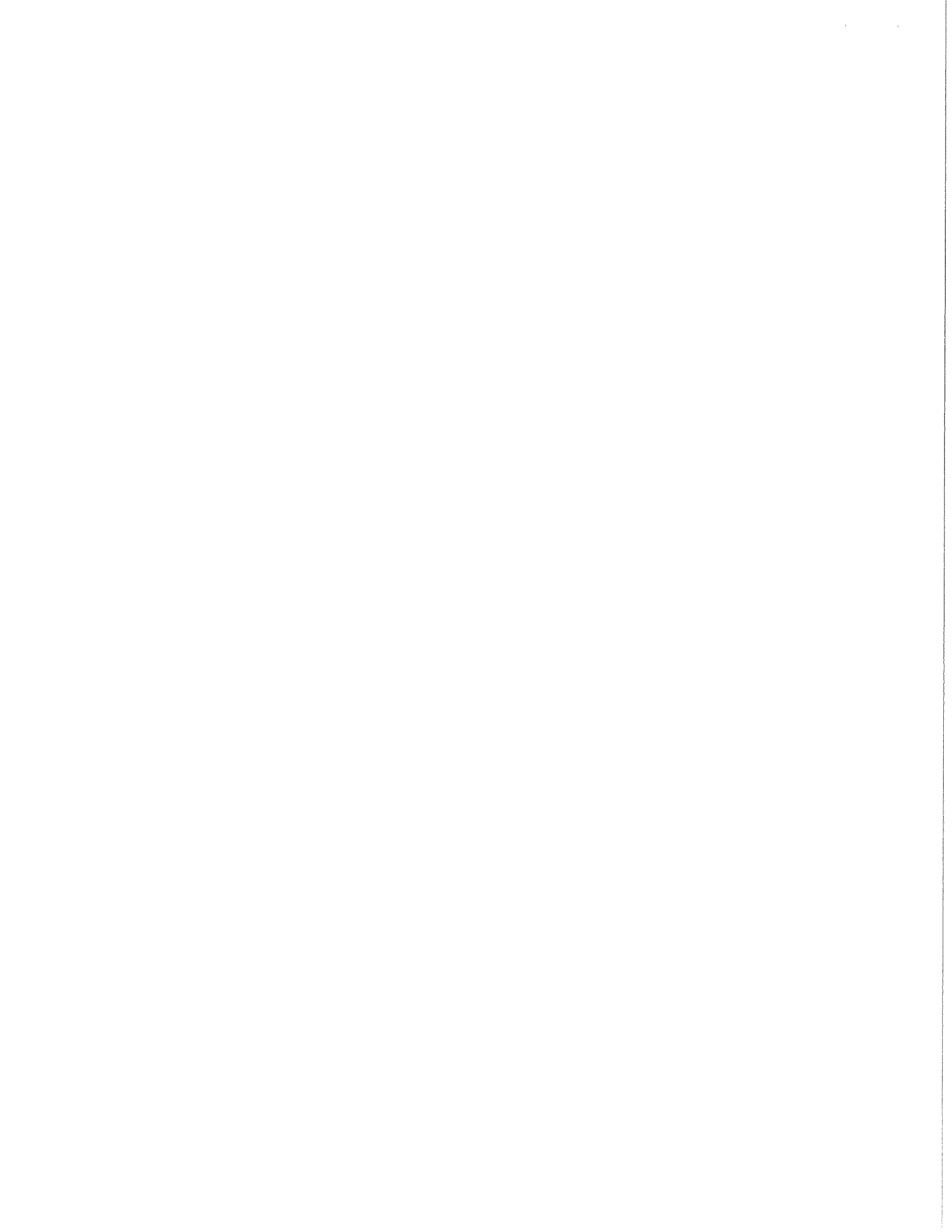
State of Minnesota
County of Hennepin

On this 2nd day of October 2013 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Philadelphia Indemnity Insurance Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





SECTION H: AGREEMENT

THIS AGREEMENT made this 13 day of November in the year Two Thousand and Thirteen between DRAx, 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 OCTOBER 29, 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:

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

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 EIGHTY-SEVEN THOUSAND FIVE HUNDRED (\$187,500.00) 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.

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

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:

DRAX, INC.

Calleen Langum 10/30/13
Witness Date
Calleen Langum 10/30/13
Witness Date

Company Name
Paul H. Langum IV 10/30/13
President Date
Paul H. Langum IV 10/30/13
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Paul M. Medvedy
Finance Director
Signed this 7th day of December, 2014

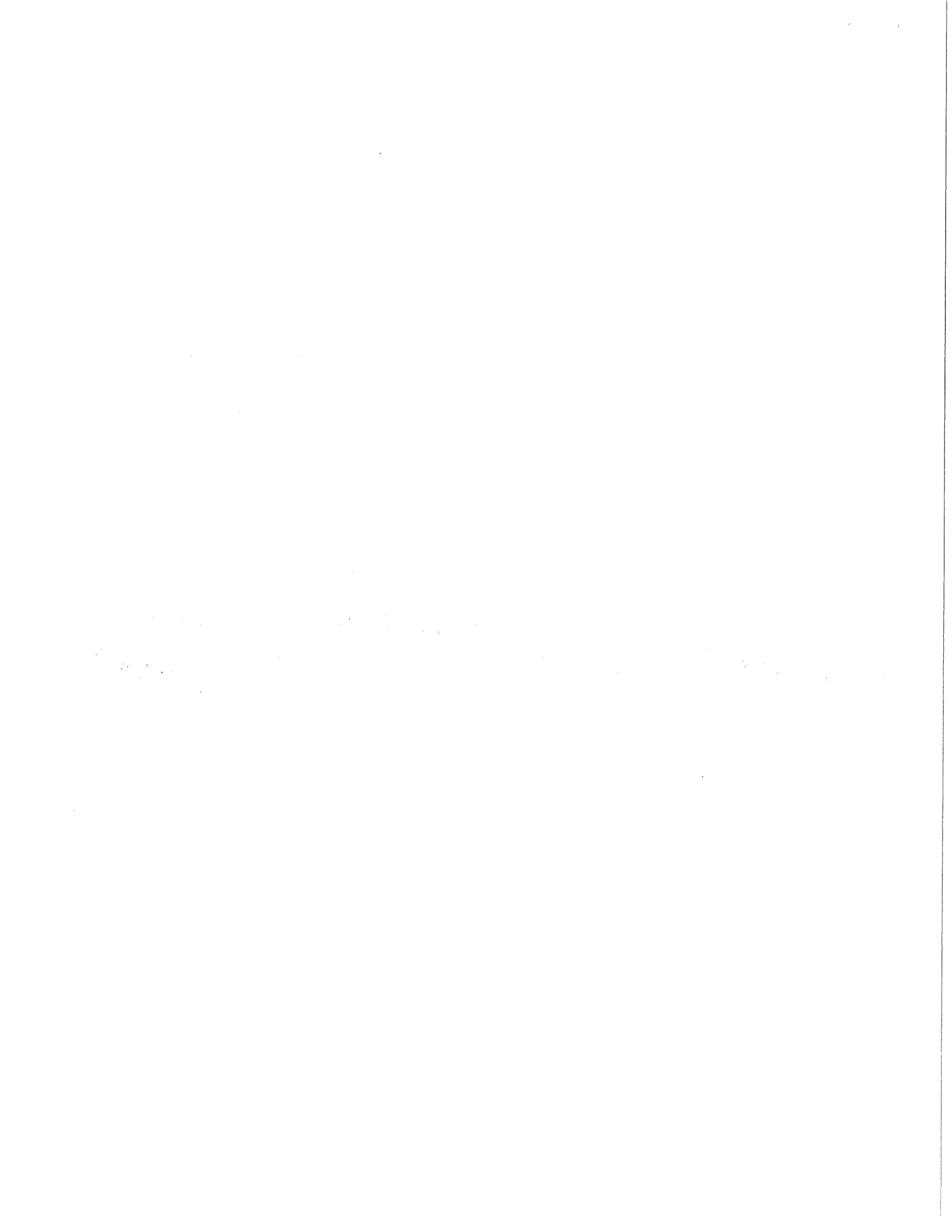
Paul M. Medvedy
City Attorney

Paul M. Medvedy
Witness

Paul M. Medvedy 11/24/13
Mayor Date

Jean Triton-Schmitz
Witness

Thomas Lund for 11/14/13
City Clerk Date



FINAL CONTRACT AMOUNT THAT EXCEEDS THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED TO ADDITIONAL PREMIUM. IF THERE ARE THESE PREMIUM CHARGES, IS YOUR CHANGE ORDER?

Executed in Triplicate
Bond No. PB11509601270

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DRAX, INC., as principal, and Philadelphia Indemnity Insurance Company of Philadelphia, Pennsylvania as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED (\$187,500.00) 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:

WELL 24 ROOF REPAIR
CONTRACT NO. 7185

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 13th day of November, 2013

Countersigned:

Alicia Langem
Witness
Andrew H. Langum IV
Secretary

DRAX, INC.
Company Name (Principal)
Andrew H. Langum IV
President Andrew H. Langum IV, President Seal

Approved as to form:

[Signature]
City Attorney

Philadelphia Indemnity Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Jeremy Crawford, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2505634 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.

November 13th, 2013
Date

[Signature]
Agent Signature Jeremy Crawford, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus

Admitted Assets

	<u>As of December 31,</u>	
	<u>2012</u>	<u>2011</u>
Bonds, at statement value (market value \$5,554,079,175 and \$5,046,924,657)	\$ 5,148,801,438	\$ 4,750,406,952
Common stocks, at fair value (cost \$6,228,900 and \$8,781,800)	6,228,900	8,781,800
Cash, cash equivalents and short-term investments	81,992,739	(17,628,077)
Receivable for sold securities	<u>126,883</u>	<u>371,131</u>
Cash and invested assets	5,237,149,960	4,741,931,806
Premiums receivable, agents' balances and other receivables	527,610,866	484,522,495
Reinsurance receivable	28,657,053	35,774,455
Accrued investment income	57,334,128	53,873,363
Receivable from affiliates	7,831,835	4,984,299
Net deferred tax asset	160,215,214	141,306,884
Federal income taxes recoverable	28,147,210	-
Guaranty funds receivable	<u>323,335</u>	<u>364,087</u>
Total admitted assets	<u>\$ 6,047,269,601</u>	<u>\$ 5,462,757,389</u>

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 2,653,172,627	\$ 2,372,160,617
Unearned premiums	1,077,599,587	970,619,442
Reinsurance payable on paid loss and loss adjustment expenses	7,839,717	8,466,755
Ceded reinsurance premiums payable	59,827,255	44,910,680
Commissions payable, contingent commissions and other similar charges	178,129,692	146,801,930
Accrued expenses and other liabilities	29,154,215	26,791,853
Federal income taxes payable	-	13,107,499
Payable to affiliates	5,445,626	1,544,202
Provision for reinsurance	1,397,979	2,773,455
Payable for purchased securities	<u>17,524,284</u>	<u>8,576,135</u>
Total liabilities	<u>\$ 4,030,090,982</u>	<u>\$ 3,595,752,568</u>

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 359,995 shares issued and outstanding	<u>3,599,950</u>	<u>3,599,950</u>
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Surplus:

Gross paid-in and contributed surplus	386,970,317	386,970,317
Special surplus funds	-	41,960,315
Unassigned surplus	<u>1,626,608,352</u>	<u>1,434,474,239</u>
Total surplus	<u>2,013,578,669</u>	<u>1,863,404,871</u>
Total capital and surplus	<u>2,017,178,619</u>	<u>1,867,004,821</u>
Total liabilities and capital and surplus	<u>\$ 6,047,269,601</u>	<u>\$ 5,462,757,389</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

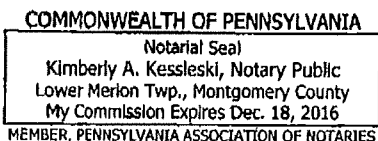


 Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 11th day of June 2013.



 Kimberly Kessleski, Notary



SBASBA***SBA***SBA***SBA***SBA***SBA***SBA***SBA***SBA***
PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemece, Andrea J. Michael, Tanya Fukushima, Lisa Jabas & William Gerber of C*C*I Surety, Inc. A Minnesota Corporation.

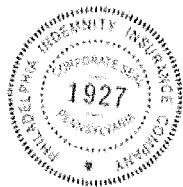
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$2,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

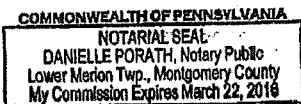
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____

residing at: _____

Bala Cynwyd, PA

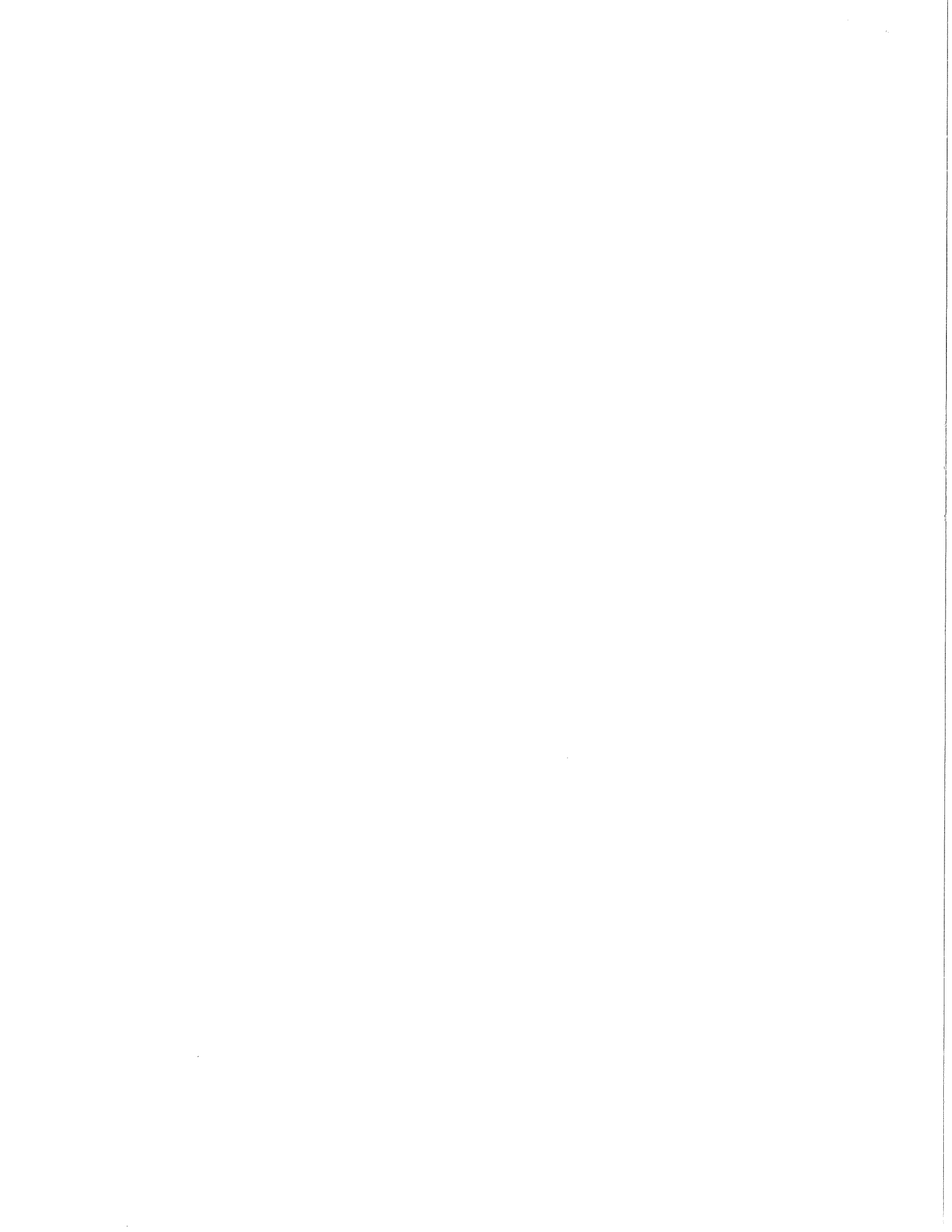
My commission expires: _____

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of November, 2013.

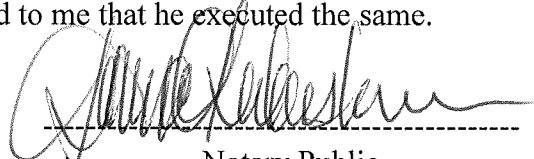

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



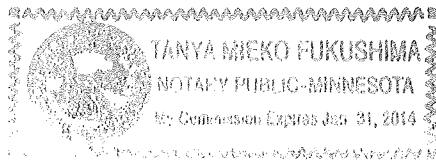
Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 13th day of November 2013 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Philadelphia Indemnity Insurance Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.

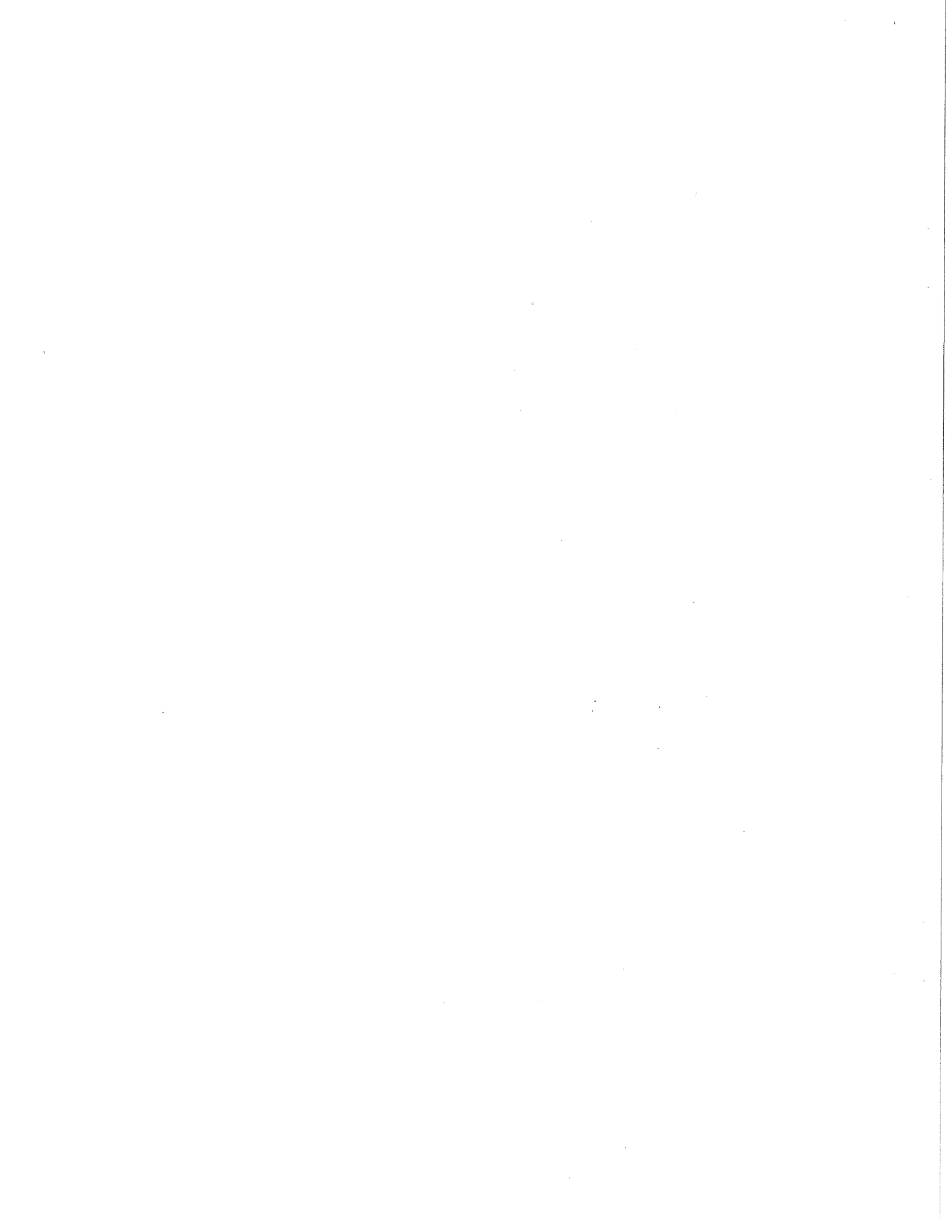


Notary Public



Main body of the document containing text, tables, and figures.

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 Waterproofer	30.40	2.23	32.63
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	21.89	11.85	33.74
138	Temperature Control Installer	41.20	16.21	57.41
139	Terrazzo Finisher Future Increase(s): Add \$.80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher Future Increase(s): Add \$.80/hr on 6/1/2013.	23.77	16.50	40.27
142	Tile Setter Future Increase(s): Add \$.80/hr on 6/1/2013.	29.71	16.50	46.21
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36

Fringe Benefits Must Be Paid On 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> \$
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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.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				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85

502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
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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
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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

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

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
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	Rofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59

Fringe Benefits Must Be Paid On 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> \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	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	<p>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).</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>	35.22	19.90	55.12
532	<p>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.</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>	34.72	19.90	54.62

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> \$
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 Mfgr.'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

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
	<p>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & 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>			
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</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>	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

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

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> \$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & 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); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & 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
544	<p>Backfiller; 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 (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & 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>	33.96	19.90	53.86

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On All Hours Worked

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

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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

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

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

Tuesday, November 12, 2013

CRAWFORD, JEREMY JOHN
BROOKLYN PARK MN

Year of Birth: 1978
Status: Active
License Number: 2505634
NPN**: 7234863
Effective Date: 08-23-2007
Expiration Date: 04-30-2014
License Type: Non-Resident Intermediary Indv
CE Compliance: N/A

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Non-Resident	08-23-2007	Active
Property	Non-Resident	08-23-2007	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Contractors Indemnity Company	CAS/Active	11-30-2007		
American Safety Casualty Insurance Company	CAS/Active PROP/Active	12-11-2012 12-11-2012		
Capitol Indemnity Corporation	CAS/Active PROP/Active	01-06-2010 01-06-2010		
Hudson Insurance Company	CAS/Active PROP/Active	10-16-2013 10-16-2013		
Philadelphia Indemnity Insurance Company	CAS/Active PROP/Active SUR/Active	11-12-2013 11-12-2013 11-12-2013		
Platte River Insurance Company	CAS/Active PROP/Active	01-06-2010 01-06-2010		
U.S. Specialty Insurance Company	CAS/Active	12-01-2009		
ULLICO Casualty Company	CAS/Inactive PROP/Inactive	03-04-2009 03-04-2009	05-30-2013 05-30-2013	Canceled 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.

