BID OF\_\_\_\_\_

2014

## PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

## YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT

## CONTRACT NO. 7286

PROJECT NO. 53W1772

IN

## MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

## INDEX

| SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS | A-1 |
|---|-----|
| SECTION B: PROPOSAL SECTION                                   | B-1 |
| SECTION C: SMALL BUSINESS ENTERPRISE                          | C-1 |
| SECTION D: SPECIAL PROVISIONS                                 | D-1 |
| SECTION E: BIDDER'S ACKNOWLEDGEMENT                           | E-1 |
| SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING   | F-1 |
| SECTION G: BID BOND   | G-1 |
| SECTION H: AGREEMENT  | H-1 |
| SECTION I: PAYMENT AND PERFORMANCE BOND                       | I-1 |
| SECTION J: PREVAILING WAGE RATES                              | J-1 |

This Proposal, and Agreement have been prepared by:

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

hilops whent

Robert F. Phillips, P.E., City Engineer

RFP: ps

## 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:                               | YAHARA HILLS FACILITY IMPROVEMENTS-<br>ROOF REPLACEMENT |
|---|---|
| CONTRACT NO.:                               | 7286  |
| SBE GOAL                                    | 10%   |
| BID BOND                                    | 5%  |
| PRE BID MEETING (1:00 P.M.)                 | JULY 18, 2014   |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M) | JULY 18, 2014   |
| BID SUBMISSION (1:00 P.M.)                  | JUL 25, 2014  |
| BID OPEN (1:30 P.M.)                        | JULY 25, 2014   |
| PUBLISHED IN WSJ                            | 7/11/14 & 7/18/14                                       |

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

PREQUALIFICATION APPLICATION: Forms are available on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 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)I. 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 (<u>www.bidexpress.com</u>). 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 $\boxtimes$

#### **Building Demolition**

101

#### Asbestos Removal 110 Demolition House Mover 120 Street, Utility and Site Construction Asphalt Paving 270 🗌 Retaining Walls, Reinforced Concrete 201 Sanitary, Storm Sewer and Water Main Blasting 205 275 🗌 210 Boring/Pipe Jacking Construction Concrete Paving 276 🗆 215 Sawcutting 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work 280 Sewer Lateral Drain Cleaning/Internal TV Insp. Concrete Bases and Other Concrete Work Sewer Lining 285 🗌 221 222 Concrete Removal 290 🗌 Sewer Pipe Bursting 225 Dredging 295 🗍 Soil Borings ☐ Fencing 300 🗌 230 Soil Nailing Fiber Optic Cable/Conduit Installation Grading and Earthwork 235 305 🗌 Storm & Sanitary Sewer Laterals & Water Svc. 310 🗌 240 Street Construction 241 Horizontal Saw Cutting of Sidewalk 315 🗌 Street Lighting Infrared Seamless Patching Tennis Court Resurfacing 242 318 🗌 245 Landscaping, Maintenance 320 🗌 Traffic Signals $\overline{\Box}$ 325 🗌 250 Landscaping, Site and Street Traffic Signing & Marking Parking Ramp Maintenance Tree pruning/removal 251 332 🗌 Pavement Marking 333 Tree, pesticide treatment of 252 Pavement Sealcoating and Crack Sealing 255 335 🗌 Truckina Petroleum Above/Below Ground Storage Utility Transmission Lines including Natural Gas, 340 🗌 260 Tank Removal/Installation Electrical & Communications 262 Playground Installer 399 🗌 Other Retaining Walls, Precast Modular Units 265 Bridge Construction 501 Bridge Construction and/or Repair **Building Construction** Floor Covering (including carpet, ceramic tile installation, 437 Metals 401 440 Painting and Wallcovering rubber. VCT 402 445 Plumbing **Building Automation Systems** 403 Concrete 450 🗌 Pump Repair 455 Pump Systems Doors and Windows 404 Electrical - Power, Lighting & Communications 460 🛛 Roofing and Moisture Protection 405 Elevator - Lifts 410 464 Tower Crane Operator Fire Suppression Solar Photovoltaic/Hot Water Systems 412 461 Furnishings - Furniture and Window Treatments 465 🗍 Soil/Groundwater Remediation 413 General Building Construction, Equal or Less than \$250,000 466 🗌 Warning Sirens 415 470 🗌 475 🗌 General Building Construction, \$250,000 to \$1,500,000 Water Supply Elevated Tanks 420 General Building Construction, Over \$1,500,000 Water Supply Wells 425 428 Glass and/or Glazing 480 🗌 Wood, Plastics & Composites - Structural & Hazardous Material Removal Architectural 429 Heating, Ventilating and Air Conditioning (HVAC) 499 🗌 Other\_ 430 Insulation - Thermal 433

Masonry/Tuck pointing 435

## State of Wisconsin Certifications

Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.

Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site 2 excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.

Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of 3 П the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".

Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.) 4 Lazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department 5 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.

- Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of 6 Arboriculture
- Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and 7 landscape (3.0) and possess a current license issued by the DATCP)
- State of Wisconsin Master Plumbers License. 8

**SECTION B: PROPOSAL** 

# Please refer to the Bid Express Website at <u>https://bidexpress.com</u> look up contract number and go to Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

## Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

#### 2.1 Policy and Goal

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an <u>ad hoc</u> 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 <u>ad hoc</u> 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 <a href="http://www.cityofmadison.com/dcr/aaTBDir.cfm">www.cityofmadison.com/dcr/aaTBDir.cfm</a>.

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 Targeted access the Business Certification Application online at www.citvofmadison.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 <u>bidder</u> 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> utilized.)

## 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed <u>non-responsible</u> 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 <u>received</u> 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.

## **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                                |   |
| l,,,  | of  |
| Name  | Title                                       |
|   | certify that the information                |
| Company   |   |
| contained in this SBE Compliance Report is true and corre | ect to the best of my knowledge and belief. |
|   |   |
| Witness' Signature  | Bidder's Signature                          |

Date

## **Small Business Enterprise Compliance Report**

## Summary Sheet

## SBE Subcontractors Who Are NOT Suppliers

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

## SBE Subcontractors Who Are Suppliers

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

## **Small Business Enterprise Compliance Report**

## SBE Contact Report

Submit <u>separate</u> copy of this form for <u>each</u> 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

| The SBE listed above is unavailable for work on this project for the following reasons.<br>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.  |
|  |

Rev. 07/11/2014-7286specs.doc

## **SECTION D: SPECIAL PROVISIONS**

## YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

## SECTION 102.10: PREVAILING WAGE

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 prevailing wages (white sheets) are 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:

| $\boxtimes$ |
|-------------|
|             |
|             |
|             |

Building or Heavy Construction

Sewer, Water, or Tunnel Construction

Local Street or Miscellaneous Paving Construction

Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

#### 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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

## SECTION 103.2: AWARD OF CONTRACT

The bid proposal contains two bid alternates. The City will award the Contract to the lowest, responsible bidder, based on the Base Bid plus both alternates. The Contractor must complete both the Base Bid and the Alternates to be considered a responsive bidder.

#### SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on or before <u>September 29<sup>th</sup>, 2014.</u> The total time of completion for the contract shall be <u>NINETY (90) CALENDAR DAYS.</u>

Work shall begin only after the start work letter is received by the contractor and shall proceed as stated in the schedule located in PART 1-General, 1.17 SCHEDULE OF OPERATIONS of the GENERAL REQUIREMENTS of this contract.

## SECTION 01 00 00 GENERAL REQUIREMENT

## Contents

PART 1 – GENERAL D-3

| 1.1. SCOPE  | D-3  |
|---|------|
| 1.2. PRE-BID INFORMATION  |      |
| 1.3. CONTACTS   | D-3  |
| 1.4. QUALIFICATIONS OF BIDDER   | D-3  |
| 1.5. WORK BY THE OWNER AND OWNER FURNISHED EQUIPMENT                      | D-4  |
| 1.6. SALVAGE MATERIALS  |      |
| 1.7. PROVISIONS FOR FUTURE WORK   | D-4  |
| 1.8. SPECIAL SITE CONDITIONS  |      |
| 1.9. ALTERNATES   |      |
| 1.10. STANDARD SPECIFICATIONS   | D-4  |
| 1.11. GENERAL REQUIREMENTS  |      |
| 1.12. CONTRACTOR'S RESPONSIBILITY PRIOR BIDDING                           | D-6  |
| 1.13. PAYMENT AND CHANGE ORDERS   |      |
| 1.14. COOPERATION AND RESPONSIBILITIES BETWEEN TRADES                     | D-6  |
| 1.15. SUBMITTALS  |      |
| 1.16. GUARANTEES  |      |
| 1.17. SCHEDULE OF OPERATIONS  | D-8  |
| 1.18. DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS                        | D-8  |
| 1.19. QUALITY ASSURANCE   |      |
| 1.20. CODES AND PERMITS   |      |
| 1.21. ENVIRONMENT, SAFETY AND HEAITH (EHS)                                |      |
| 1.22. STAIRS, SCAFFOLDS, HOISTS, ELEVATORS OR CRANES                      |      |
| 1.23. SAFEGUARDS - EXISTING EQUIPMENT, UNDERGROUND UTILITIES AND ARTIFAC  |      |
| 1.24. OPERATION AND MAINTENANCE DATA.                                     |      |
| 1.25. ACCESS PANELS AND DOORS   |      |
| 1.26. LOOSE AND DETACHABLE PARTS  |      |
| PART 2 – PRODUCTS D-20  | D 20 |
|   |      |
| 2.1. SPECIFIED ITEMS - SUBSTITUTES  | D-20 |
| 2.2. APPROVED TESTING LABORATORIES  | D-20 |
| 2.3. HAZARDOUS SUBSTANCES   |      |
| 2.4. BARRICADES, SIGNS, WARNING DEVICES, AND TEMPORARY PLASTIC BARRIERS . | D-23 |
| 2.5. SEALING AND FIRESTOPPING   | D-23 |
| PART 3 – EXECUTION D-23   | 0 20 |
|   |      |
| 3.1. PROJECT MEETINGS   | D-23 |
| 3.2. CONTINUITY OF SERVICE, TRAFFIC, SHUTDOWN AND ACCESS                  |      |
| 3.3. DEMOLITION   |      |
| 3.4. TEMPORARY CONSTRUCTION   |      |
| 3.5. INSTALLATION   |      |
| 3.6. DELIVERY, STORAGE AND HANDLING OF MATERIALS                          | D-28 |
|   |      |
| 3.7. CONCRETE WORK  |      |
| PAINTING D-29   | ,    |
| 3.9. IDENTIFICATION   | D-30 |
| 3.10. TRAINING AND DEMONSTRATION  |      |
| 3.11. TESTS, PUNCH LIST AND FINAL ACCEPTANCE                              | D-33 |
| 3.12. CLEANING  |      |
| APPENDIX A - WASTE MATERIALS ESTIMATING SHEET                             | D-35 |
| APPENDIX B - LANDFILL LOG   |      |
| APPENDIX C - WASTE DIVERSION LOG  | D-37 |
|   | ב סו |

## 1.1. SCOPE

- A. The work under this section includes general rules for the project.
- B. Summary of work to be performed:

-All roofs shall have the existing roofing systems removed to the original wood decks. Roofs 1, 2, 4 & 5 shall have the existing asphalt shingle roofing system removed. Roofs 3 & 6 shall have the existing EPDM roofing system removed. Roofs 3, 4,5& 6 shall have the existing foam insulation removed. All metal trim and fascia on all roofs shall be removed.

-All gutters and downspouts will be removed and replaced with new. The internal gutters system for roofs 1&2 shall be closed up and an external gutter system shall be installed in its place.

-All roof decks shall be inspected and repaired. Repairs are to be made on a per unit basis dependent on actual field conditions.

-Roofs 3&6 shall have a soffit vent system installed to provide ventilation for roof 4&5. Roofs 1,2,4and 5shall have ridge venting installed.

-Roofs 4 &5 will have a nailable insulated/vented system applied to the existing deck. The perimeters around these roofs shall receive wood blocking to match the new deck height. -Roofs 1, 2, 4 & 5 shall an asphalt shingle roofing system installed with a 20 year manufacturer's warranty.

-Roofs 3 & 6 shall have a black fully adhered EPDM roofing system installed with a 30 year manufacturer's warranty. The insulation/new deck sheeting on these roofs shall be tapered from 1  $\frac{1}{2}$ " to approximately 6" to meet the height of the nailable insulated vented system installed on roof 4&5.

-The chimney shall have new flashing installed around all areas where the roof adjoins. -All new fascia metal will be installed for all roof systems.

-This is a summary of the scope of work and is not intended to include all work. The contractor shall provide all work and materials required to successfully complete this roof replacement project.

## **1.2. PRE-BID INFORMATION**

A. There will be a pre-bid tour of the existing building on **July 17<sup>th</sup>, 2014 at 1:00 pm** to provide bidders the opportunity to acquaint themselves with the project. A representative from the designer's office will be present to take questions that will be answered by addendum.

## 1.3. CONTACTS

- A. Send all pre-bid inquiries to the owner's project management
- B. The owner's designee for project management:
  - 1. Paul Stauffer
  - 2. Company: City of Madison
  - 3. Address: Room 115, 210 Martin Luther King Jr. Blvd.
  - 4. Phone: 608-266-4366
  - 5. Email: pstauffer@cityofmadison.com
- C. The owner's designee for architecture and engineering is:
  - 1. Paul Stauffer
  - 2. Company: City of Madison
  - 3. Address: Room 115, 210 Martin Luther King Jr. Blvd.
  - 4. Phone: 608-266-4366
  - 5. Email: pstauffer@cityofmadison.com

## 1.4. QUALIFICATIONS OF BIDDER

- A. By submitting the bid, the bidder and each subcontractor certifies as to meeting the following requirements:
  - 1. Has completed one projects of at least 50% of the size or value of the division of work being bid and the type of work completed is similar to that being bid. Additional requirements will be described in the appropriate technical section of these specifications.

- 2. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
- 3. Maintains a permanent place of business.

## 1.5. WORK BY THE OWNER AND OWNER FURNISHED EQUIPMENT

A. All asbestos removal will be performed by separate owner -hired asbestos contractor and contractor needs to accommodate asbestos contractor's work.

## **1.6. SALVAGE MATERIALS**

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

## **1.7. PROVISIONS FOR FUTURE WORK**

A. Do not disconnect any electrical circuits that are part of the emergency power system. If such circuit is specified or labeled on drawings as to be disconnected or removed, verify with owner.

## **1.8. SPECIAL SITE CONDITIONS**

- A. Unless otherwise noted, construction operations shall be limited to the hours between 7:30 a.m. and 6:00 p.m., Mondays through Fridays, except for holidays. A request must be made to the owner fortyeight hours in advance for approval of work days or hours other than those stated above. Compliance is required with applicable Noise Ordinances.
- B. TOILETS:
  - 1. The Contractor shall provide and maintain sanitary temporary toilets, located where directed by the owner, in sufficient number required for the force employed. The toilets shall comply with International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type.
  - 2. The Contractor shall maintain the temporary toilets in a sanitary condition at all times and shall supply toilet paper until completion of the job.

#### **1.9. ALTERNATES**

- A. Due to unknown conditions of the roof decking with respect to water damage, two alternates bid shall be provided on the proposal page to cover the replacement of any deteriorated decking.
  - 1. Roofs 1&2 are shown on the original drawing to be <sup>3</sup>/<sub>4</sub>" plywood. Alternate 1 shall be for the replacement of this type of decking on a square foot cost. Please note this pricing is <u>not</u> a cost per 100 square feet.
  - 2. Roof 3,4,5 and 6 are show on the original drawing to be 2"x6" tongue and groove wood decking. Alternate 2 shall be for the replacement of this type of decking on a square foot cost. Replacement shall be for the same type of wood as existing. Please note this pricing is <u>not</u> a cost per 100 square feet.
- B. Coordinate related work and modify surrounding work as required to integrate Alternates into the Work.
- C. The City Project Manager must approve of any deck replacement prior to the work being performed.
- D. Base Bid includes all work indicated, except work described as Alternates.
- E. The final contract amount will be the contract amount adjusted by the actual amount of removal and replacement of actual decking required.

## 1.10. STANDARD SPECIFICATIONS

A. The City of Madison Standard Publications for Public Works Construction (Edition at publication date of this bid) forms a part of these contract documents as if attached hereto. These Standard Specifications are available from the City Engineer, City Engineering Division, Room 115, City County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53710 or electronically from the City Website <a href="http://www.cityofmadison.com/business/pw/specs.cfm">http://www.cityofmadison.com/business/pw/specs.cfm</a>. The Contractor shall review these standard specifications prior to preparation of proposal for the work to be done under this contract. Failure to do so does not relive the Contractor from meeting all requirements.

#### **1.11. GENERAL REQUIREMENTS**

- A. All articles in these General Requirements are applicable to all Divisions fully as if repeated within that Division. The Conditions of the Contract, General and Supplementary General Conditions, and these General Requirements shall apply to the Contractor engaged in this work. Items listed under Scope of Work are not necessarily all inclusive. These specifications and drawings are intended to include everything necessary to perform the entire work properly. Every item necessarily required might not be specifically mentioned or shown. Unless expressly stated, all systems and equipment shall be complete and operable. All devices and installation methods necessary for a functioning system are considered included in this contract even if a detail is missing or unclear. The words "furnish", "install", "as required", and "provide" shall mean the same in a sense that the Contractor shall furnish and installation herein specified, except such parts as are specifically exempted herein. This also includes that the contractor demolishes and disposes of an existing item if demolition is required to install the new item, even if demolition drawings or specification don't mention demolition of the specific item. If an item is either called for in the specifications or shown on the plans, it shall be considered sufficient for the inclusion of said item in this contract.
- B. The terms "city", "owner", city engineer" and "project manager" are used interchangeably. The terms "contractor", "subcontractor" and "general contractor" are used interchangeably.
- C. Portions of these specifications are of the abbreviated, simplified type and may include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "in conformity with", "shall be", "as noted on the drawings", "in accordance with details", are intentional. Omitted words or phrases shall be supplied by inference in the same manner, as they are when a note occurs on the drawings. Such terms as approved, reviewed, equal, as directed, , as permitted, acceptable, satisfactory mean by or to the owner.
- D. If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is the highest quality, largest, largest quantity or most closely fits the owner's intent. Materials and labor shall be new (unless noted or stated otherwise), first class, and workmanlike, and shall be subject at all times to the owner's inspections, tests and approval from the commencement until the acceptance of the completed work. Whenever a particular manufacturer's product is named, it is intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply. It must be understood that the details and drawings are diagrammatic. The Contractor shall verify all dimensions at the site and be responsible for their accuracy. If items are too large to fit into existing space Contractor shall provide smaller model of same type upon approval by owner at no cost to owner. All sizes as given are minimum except as noted. Prior to bidding, bidder must visit site to become familiar and verify existing conditions. Failure to do so does not relieve the bidder from the responsibility to verify existing conditions, to point out errors in drawings or specifications or code violations.
- E. The area to be set aside for the work under this contract is shown on the drawings, and the Contractor shall confine the construction to the immediate area within the construction limits. The Contractor shall immediately upon entering the site for purpose of beginning work, locate general reference points and take such action as is necessary to prevent their destruction. The Contractor shall lay out its work and be responsible for all lines, elevations and measurements of the building and other work executed under its Contract. The Contractor must exercise proper precaution to verify dimensions on the drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution. The Contractor shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to owner before commencing work. Starting of work by the Contractor shall imply acceptance of existing conditions. Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress. Any special traffic control during construction involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control Devices.
- F. The work site shall be kept clean and neat at all times. Accumulation of debris shall be avoided and all new equipment and material shall be stored neatly and protected. Failure to comply will result in the contractor responsible for the disorderly conditions to be removed from job site.

G. Owner will not furnish Watchpersons. The Contractor shall provide such precautionary measures, to include the furnishing of watchpersons if deemed necessary, to protect persons and property from damage or loss where the Contractor's work is involved. The contractor is responsible for securing any material stored on site. In case of theft or damage

## 1.12. CONTRACTOR'S RESPONSIBILITY PRIOR BIDDING

- A. Bidders shall bring inadequacies, omissions or conflicts to owner's attention at least ten (10) days before the date set for bid submission. Prompt clarification will be supplied to all bidders of record by addendum. Failure to request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work, existing conditions, and comprehension of the contract documents. Owner is not responsible for verbal instructions.
- B. During bidding time owner will allow contractors to visit the site to familiarize themselves with the existing conditions and to ask questions for clarification. Failure to attend the scheduled walkthrough implies that the contractor accepts all existing conditions and includes all work to handle existing conditions in his bid price.
- C. Prior bidding, bidder must obtain information on payment conditions, discounts, shipping charges, and other cost from vendor and/or manufacturer of the products specified.

## **1.13. PAYMENT AND CHANGE ORDERS**

- A. PAYMENTS: will be made based on progress of work. No payments will be made for occurred overhead cost that did not materialize in actual installation. Examples of cost to the contractor that is not part of partial payment are project management cost, bond cost etc. These cost will be covered proportionally for actual work done on site. No payments shall be made for material that is not installed.
- B. PAY APPLICATION: The Contractor is responsible for providing the Owner partial payment applications on form AIA Document G702 Application for Payment and AIA Document G703 Continuation Sheet (with schedule of values). Before the first Application for Payment, the Contractor shall submit to the A/E a schedule of values of the various portions of the Work, including quantities if required by the A/E aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors. Prepare a schedule of values in such form and supported by such substantiating data as the A/E and Owner may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the A/E, shall be used only as a basis for reviewing the Contractor's Applications for Payment.
- C. CHANGE ORDERS: Changes only will be accepted if approved prior work done. No payment shall be made if contractor if contractor commences work without a cost is agreed on. In case of field change orders a price range has to be agreed on at minimum. If contractor does not provide cost before the additional work is done, it is assumed the contractor agreed that this work was part of the original contract.
- D. CHANGE ORDER MARKUP: Contractor shall supply all documentation for evaluation of reasonableness of change order price. These include but are not limited to subcontractor quotes, supplier quotes, time estimates and others. Markup on subcontractor price shall not exceed the value allowed by the Standard Specifications referenced in this contract. This markup will cover all the contractor expenses including added bond, insurance and other cost.

## **1.14. COOPERATION AND RESPONSIBILITIES BETWEEN TRADES**

- A. The Contractor assumes responsibility for all work specified in this contract except for work explicitly noted as be done by owner or a Contractor separately hired by owner. The Contractor coordinate the work of all trades on the project. If plans or specifications designate parts of the work to be done by a specific trade it is meant as a suggestion only. It is up to the trades to agree on division of work and cost. Any work not done by a subcontractor will be the responsibility of the contractor (general contractor, party the owner is in contract with).
- B. All Contractors shall work in cooperation with the Contractor and with each other, and fit their work into the structure as job conditions may demand. Owner shall make all final decisions as to the right-ofway and run of pipe, ducts, etc., at prearranged meetings with responsible representatives of the Contractors involved. Contractor(s) shall coordinate the work with adjacent work with other Contractors prior to installation and shall cooperate with all other trades to facilitate the general

progress of the work. The Contractor shall coordinate and schedule the work of all its subcontractors, and shall furnish all information required by them for proper scheduling and execution of the work. In the same manner, the Contractor shall coordinate the work with that of owner, and any other Contractor operating in the area, including reasonable adjustments of schedule in order to allow other Contractors or the owner to do their work. Any installed work that is not coordinated and that interferes with other Contractor's work shall be removed or relocated at the Contractor's expense.

C. In case it is indicated which trade is responsible for which work, this is meant as a suggestion and it is the Contractor's responsibility in its contracts with subcontractors to clarify who ultimately will do the work. If conflicts arise between the Contractor and subcontractor about who is responsible for which work to be done it is the Contractor's responsibility to make sure the work gets done in time even if the dispute between Contractor and subcontractor gets settled later.

#### 1.15. SUBMITTALS

- A. Documents have to be submitted in electronic form (PDF) as described elsewhere in addition to hardcopies no later than 3 business days after start work letter is issued. Owner will review, and process shop drawings and other required submittals with reasonable promptness. No delay will be allowed in the progress of the job attributable to Contractor's failure to supply submittals in time. PDF shall be in good quality in electronic original from manufacturer. Scanned PDF are not acceptable.
- B. The Contractor shall submit three (3) prints of all shop drawings, submittal data consisting of brochures, catalogs, material lists, wiring diagrams, Material Safety Data Sheets (MSDS), samples, erection drawings, and equipment layouts for review by owner. General catalog sheets showing a series of the same device is not acceptable unless the specific model is clearly marked. Each submittal shall be provided together with a transmittal letter or form. Each original transmittal shall be assigned a transmittal number. The number shall begin with the first initial of the name of the Contractor's firm followed by a serial number. The re-submittals shall indicate the same number with numerical suffix in sequence. Each transmittal shall itemize the enclosures and indicate the distribution of the transmittal and the enclosures. The following information shall be included on all submitted documents: Agency/Location/Address obtained, project number, building name, project name. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.
- C. Submit all original documents providing information regarding sustainability requirements including but not limited to recycled content, VOC, certified wood, disposal certificates and transportation distance. Contractor is required to prove that material and methods used meet all requirements specified elsewhere.
- D. Owner will return the marked and stamped drawings together with transmittal letter or form to Contractor. If re-submittal is required, owner will so note and Contractor shall make another submission for review after correction resolving the review comments on the prior submittals. The above procedure shall be repeated until owner favorably reviews the submittal. The submittals must be approved before material is ordered and fabrication is authorized.
- E. Owner's favorable review of shop drawings and other submittals shall not relieve the Contractor of responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the owner's attention to such deviations at the time of submission, and the owner has acknowledged in writing such deviations; nor shall it relieve the Contractor from responsibility for errors of any sort in such drawings. If deviations, discrepancies, or conflicts between shop drawing submittals and the drawings and specifications are discovered either prior to or after the shop drawing submittals are reviewed by owner, the drawings and specifications shall control and shall be followed. The Contractor shall be responsible for and shall check the correctness of all documents including those subcontractors prior to submitting them to owner for review.
- F. The Contractor shall furnish prints of the favorably reviewed final shop drawings, erection drawings, equipment layouts and vendor data to subcontractors and suppliers for the proper coordination of their work. The Contractor shall keep one (1) complete set of the above documents at the job site for the use by owner.
- G. After the completion of the project, and prior to final payment, submit:
  - 1. One (1) copy of the Waste Manifest Records to the owner, if required in accordance with "Safety and Environment" Requirements Article "HAZARDOUS SUBSTANCES".
  - 2. The original and one (1) copy of all guarantee/warranty documents.

#### **1.16. GUARANTEES**

- A. All work, material and equipment is guaranteed by the Contractor to be free of faults for at least one year or longer if specified elsewhere. This year begins from the date of final acceptance from owner. The Contractor agrees to return to the project and commence work as directed upon notification by owner and will furnish at his own expense all necessary labor and material to make proper repairs or corrections made necessary by defective material or inferior workmanship furnished or performed under this contract. If a subcontractor is not complying, the Contractor is held responsible.
- B. All corrections and repairs are to be made no more than 30 days after notification of the Contractor for equipment and material that is not critical to the operation of the building. Critical equipment and material, including but not limited to HVAC, roofing, electrical, elevator, shall be repaired or brought into temporary and safe working condition in less than 7 days and temporary alternatives have to be provided by the Contractor if function is critical for use of the facility. If Contractor fails to do so the owner reserves the right to perform the work himself or subcontract a different Contractor and charge the Contractor the full cost of the repair and correction and cost of any material, rental fee, labor and equipment to provide temporary relief and protection to enable safe operation of the building.
- C. All equipment and material warranty by the manufacturer that lasts longer than the 1-year warranty by the contractor requires sufficient documentation acceptable by the manufacturer to honor the warranty beyond the first year. documents required include manufacturer's warranty certification for this specific material and equipment at the job site, purchase orders or any other documents that will be required beyond the first year for the manufacturer to honor warranty.

## **1.17. SCHEDULE OF OPERATIONS**

- A. Within 5 calendar days after the effective date of Start Work Letter, the Contractor shall provide a installation schedule.
- B. Install work in phases to accommodate owner 's occupancy requirements. During the construction period coordinate on a daily basis, all operations with the City.
- C. After the initial submittal, the Contractor shall update the schedule weekly by entering actual progress for the period.

#### 1.18. DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- A. Drawings indicate approximate locations of the various items. These items are shown approximately to scale and attempt to show how these items should be integrated with building construction. Locate all the various items on-the-job measurements in conformance with code and cooperation with other trades. Before locating items, confer with the owner as to desired location in the various areas. In no case items shall be located by scaling drawings. Contractor must relocate items and bear cost of redoing work or other trades' work necessitated by failure to comply with this requirement.
- B. Demolition drawings, location, circuit numbers, number and type of fixtures, type of mounting and control devices may not be correct. All sizes are approximations and have to be field-verified by contractor. In case of a discrepancy within and between the drawings that would cause and awkward or improper installation the engineer has to be notified for clarification prior to installation. Any work in conflict with the drawings shall be corrected at contractor's expense and at no cost to the owner. Contractor shall determine if scheduled devices fit into space and shall advice if not BEFORE ordering fixtures or devices.
- C. Information pertaining to existing conditions that are described in the specifications or appear on the drawings is based on available records. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing. This information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by the Contractor to avoid damage. Where site observation or documents indicate existing underground utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations so as to prevent damage to such utilities/services.
- D. Standard References such as ANSI, AASHO, AWWA, AISC, Commercial Standards, Federal Specifications, NEMA, UL, and the like incorporated in the requirements by reference shall be those of the latest edition at time of receiving bids, unless otherwise specified. The manufacturers, producers

and their agents of required materials shall have such specifications available for reference and are fully familiar with their requirements as pertains to their product or material.

- E. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, and the owner shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.
- F. In addition to verifying at the site all measurements shown on the Drawings, Contractor shall consult the Drawings and Specifications of related work or existing construction that may in any manner affect the work of this contract. Contractor shall promptly report to the owner, in writing, any errors, omissions, violations, or inconsistencies that may be discovered as a result of such verifications; otherwise, it shall be understood that Contractor accepts all such related data and conditions without reservations.
- G. Each trade shall keep one set of plans and specifications on site. In addition construction bulletins, change orders etc. as applicable to the trades shall be on site.
- H. It shall be the responsibility of the Contractor to submit to the owner within ten (10) days after final inspection, one complete marked-up set of contract drawings fully illustrating all revisions made by all the crafts in the course of the work. This shall include all field changes, adjustments, variances, substitutions and deletions, whether covered by Change Order or not. Underground utility installations must be located precisely as constructed on the marked-up drawings. Contractor shall markup changes for as-built drawings on a daily base.
- I. Layout of existing piping, conduits, and locations of equipment are shown as exactly as could be determined during design of the facilities; but their accuracy, particularly when such layouts and drawings are schematic, cannot be guaranteed. Contractor shall check all Specifications including the Drawings for possible interference with electrical, mechanical, and structural details, as well as interference with existing building or equipment, and shall notify the owner of the interference for resolution of the interference before commencing work. Any completed work that interferes shall be corrected by Contractor at Contractor expense so that the original design can be followed.
- J. Electronic design files may be provided by the owner at its digression as they are needed for the contractor to perform the work. Contractor shall use electronic design files on their own risk and assume all liability. Electronic documents are not contract documents and significant discrepancies may exist between these electronic files and contract documents and actual site conditions.
- K. Contractor shall provide list with all equipment installed. This list shall contain, but not limited to, type, make and special product key and number. For grant purposes the contractor may have to provide detailed information about equipment installed and labor provided to third party institutions, such as Focus on Energy.
- L. Using datum, the lot lines and present levels have been established as shown on the drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by the Contractor, who shall be responsible for them. As work progresses, the Contractor shall lay out on forms and floor, the locations of all partitions, walls and fix column centerlines as a guide to all trades. The Contractor shall make provision to preserve property line stakes, benchmarks, or datum point. If any are lost, displaced or disturbed through neglect of any Contractor, Contractor's agents or employees, the Contractor responsible shall pay the cost of restoration.

## 1.19. QUALITY ASSURANCE

- A. Any installed material not meeting the specification requirements must be replaced with material that meets these specifications without additional cost to owner.
- B. All products and materials used are to be new, undamaged, clean and in good condition. Existing products and materials are not to be reused unless specifically indicated.
- C. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the Contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the performance from the system into which these items are placed. This may include changes found necessary during the testing, adjusting, and balancing phase of the project.
- D. Welding procedures, welders, and welding operators for all building service piping to be in accordance with certified welding procedures of the National Certified Pipe Welding Bureau and Section 927.5 of ASME B31.9 Building Services Piping or AWS 10.9 Qualification of Welding Procedures and Welders for Piping and Tubing. <u>Before any metallic welding</u> is performed, Contractor to submit his Standard Welding Procedure Specification together with the Procedure Qualification Record as required by

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

- E. Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage of finished work to its original state. Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only in rubber-tired wheelbarrows, buggies, trucks or dollies. Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those surfaces. All structures and equipment shall be constructed, installed and operated with guards, controls and other devices in place.
- F. Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting any work under this contract. Contractor shall notify owner in writing in case of discrepancies between existing work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. Owner will evaluate the notice and direct what remedial action will be taken.
- G. Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who applied work to defective surfaces.
- H. For outdoor work the Contractor shall:
  - 1. Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks, curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to prevent accidents to the public and the workmen at the job site.
  - 2. Notify adjacent property owners if their property interferes with the work so that arrangements for proper protection can be made.
  - 3. Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building excavation. Provide temporary protection around openings through floors and roofs, including elevator openings, stairwells, and edge of slabs.
  - 4. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered during excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
  - 5. Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of the work.
  - 6. Protect the building and foundations from damage at all times from rain, ground water and back up from drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.
  - 7. Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns shall be replaced with sod.
  - 8. Protect materials, work and equipment, not normally covered by above protection, until construction proceeds to a point where the general building protection of the area where located, dispenses with the necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as specified above.
  - 9. Take all necessary precautions to protect owner 's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any and all damage which may result due to work on this project.
  - 10.Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.
  - 11. Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of owner or remove and replace with new work at the Contractor's expense.

- 12. Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting and trimming only as approved and as directed by owner. The value of trees destroyed or damaged will be charged against the account of the Contractor responsible for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size.
- I. The contractor shall be fully responsible for inspecting the work of its suppliers, and subcontractors to assure that the work complies with the standards for materials and workmanship required by the contract documents. The Contractor shall:
  - 1. Monitor quality control over subcontractors, suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of the quality specified in the contract documents.
  - 2. Comply fully with manufacturer's instructions, including each step in sequence.
  - 3. Request clarification from owner before proceeding with work when manufacturers' instructions or reference standards conflict with Subcontract Documents.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or manufactures instructions require more precise workmanship.
  - 5. Ensure that work is performed by persons specializing in the specific trade and class of work required, and qualified to produce workmanship of specified quality.
  - 6. Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, physical distortion or disfigurement.
- J. If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the contract set forth in the contract Documents, the provisions in the contract Documents shall take precedence.
- K. When required by individual Specification sections, Contractor shall provide the following services from a manufacturer's representative:
  - 1. Review of Specifications and design and concurrence or suggestions for modification.
  - 2. Site observation of conditions of use and substrate.
  - 3. Observation of the installation work in progress and on completion.
  - 4. Start up, testing, and adjustment of equipment.
  - 5. Instruction to the owner in operation and maintenance.
  - 6. Provide written signed report by manufacturer's representative documenting services provided and any comments or recommendations.
- L. Inspection or testing performed by the owner shall not relieve the Contractor from responsibility for performing his own quality control and for complying with the requirements of the contract Documents. Owner will not be responsible for the Contractor's failure to carry out work in accordance with the contract Documents.

#### **1.20. CODES AND PERMITS**

- A. Applicable provisions of Public Law, the Constitution and Laws and Statutes of the State of Wisconsin and the codes and regulations of governmental departments are hereby referred to and made a part of this contract and all work performed shall be in accordance with such laws, regulations and the latest edition or supplement or amendment thereto in effect at the time of submittal of bid shall be considered to be the issue in effect (unless shown otherwise) of all applicable codes including, but not limited to:
  - 1. Wisconsin Building Code
  - 2. Wisconsin Electrical Code
  - 3. Wisconsin Mechanical Code
  - 4. Wisconsin Plumbing Code
  - 5. Wisconsin Energy Čode
  - 6. Wisconsin Fire Code
  - 7. NFPA 70 National Electrical Code
  - 8. General Services Administration 41 CFR Part 101-19
  - 9. Americans with Disabilities Act (ADA)
  - 10. Energy Conservation Performance Standards,
  - 11.Local Codes
  - 12. Occupational Safety and Health Act (OSHA)
  - 13. Occupational Safety and Health Standards, Department of Labor

- 14. Safety and Health Regulations for Construction, Department of Labor
- 15.Wisconsin Fire Code
- 16.National Electrical Safety Code, ANSI C2
- 17. Environmental Protection Agency regulations
- 18.Clean Air Act
- 19.Clean Water Act
- 20. Resource Conservation and Recovery Act
- 21. Toxic substances Control Act
- 22. Wisconsin Department of Health and Family Services
- 23. State and Regional Water Quality Control Boards
- 24. County and Municipal ordinances
- B. In case of conflict or overlap of the above references, the most stringent provision shall apply.
- C. The newest version of the a code or standard shall apply even if an older version is adopted by the Jurisdiction Having Authority.
- D. If necessary, file and maintain Notification of Demolition and/or Renovation and Application for Permit Exemption (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code Chapter NR447.
- E. Contractor is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances, and all rulings and interpretations of code requirements being made by all authorities having jurisdiction over the work performed by them, applicable to the construction and operation of systems covered by this contract. Where codes or standard specifications other than those listed in this paragraph are referred to in the different Divisions of these specifications, it is understood that they apply as fully as if cited here. Where differences exist between codes affecting this work, the code affording the greatest protection to the owner shall govern.
- F. All cost for items and procedures necessary to satisfy requirements of all applicable codes, ordinances and authorities, whether or not these are specifically covered by drawings or specifications. All cases of serious conflict or omission between the drawings, specifications, and codes shall be brought to the owner's attention as herein before specified. The Contractor shall carry out work and complete construction as required by applicable codes and ordinances and in such a manner as to obtain approval of all authorities whose approval is required.
- G. Contractor is responsible for obtaining permits at its own cost including expenses for supporting documents. Deliver original permits to the owner before work starts. Apply for, arrange and pay for all required installation inspections required. Deliver originals of these certificates to the owner. Include copies of the certificates in the Operating and Maintenance Instructions. Contractor shall arrange all required inspections and correct all deficiencies at no cost to owner.
- H. The Contractor must maintain all licenses required for the work performed and required by authorities. The Contractor must submit proof of holding the license or certificate upon request. If a Contractor loses a license for whatever reason he must inform the owner immediately after learning about that himself.
- I. PERMIT TO PENETRATE GROUND OR EXISTING SURFACES OF OWNER PROPERTY:
  - 1. Prior to any penetration of the ground or existing concrete surfaces (including the use of stakes or poles) in excess of 1.5", the Subcontractor shall obtain from the Project Representative a Permit to penetrate or Excavate Existing Surface of owner property and shall adhere to the conditions of the permit during such work. The Permit and all conditions in it shall be considered part of these specifications and shall be included in the contractor's bid amount.
  - 2. In areas where a Permit to penetrate or excavate existing surfaces of owner property is not required, contractors shall verify by safe means, prior to drilling, that no utilities or services are enclosed within the area to be drilled.
- J. FIRE SAFETY PERMIT:
  - 1. All operations with open flames or that cause sparks or is near gas lines or near combustible storage containers require a daily Fire Safety Permit issued by the Project Representative. Contractor shall not commence such work until the permit is issued. Activities requiring a Permit include, but are not limited to, electric arc and gas welding and flame cutting, other open flame operations, tar kettles, powder activated tools and excavations. Fire watch personnel shall be provided the contractor in sufficient number to continuously monitor all locations where work is conducting requiring a fire permit. The fire watch personnel shall remain on the job at least thirty minutes after such operations are completed. Fire safety personnel may be installers or welders.

- Noncombustible shields or covers shall be provided by the contractor on tables, floors, walls, around the workstation, and over equipment to protect building structures, equipment and personnel from sparks and fragments of hot metal. Contractor shall also take these precautions to protect against sparks and hot metallic oxides generated by grinding, drilling or sawing operations.
- K. AIR EMISSIONS PERMITS AND NOTIFICATIONS:
  - 1. For all projects that involve demolition of a structure, the contractor shall complete the asbestos demolition forms and notify all related authorities at least 10 working days in advance of the activity, regardless of the presence of asbestos.
  - 2. For all projects that involve removal of regulated asbestos containing materials, the contractor shall complete the required asbestos removal forms and notify the authorities at least 10 working days in advance of the activity.
  - 3. For any operations required to obtain an Authority to Construct or Permit to Operate from the authorities, the contractor shall provide in advance to the Project Manager the information needed for the application. Authorities may take more than 40 working days to process the application and issue the Authority to Construct or Permit to Operate; the contractor shall include this time in his Schedule of Operations; OWNER will grant no extra cost under this contract for this wait period.

## 1.21. ENVIRONMENT, SAFETY AND HEAITH (EHS)

- A. The owner can request additional safety or environmental protection measures at any time. If contractor does not follow safety or environmental protection requirements, the owner can hire a different contractor or self-perform to ensure compliance and charge the original contractor for the cost.
- B. Contractor shall provide all labor, materials, equipment, services and supervision required to maintain work sites that meet the environment, safety and health (ES&H) requirements of all applicable federal, state, and local regulations and protect the environment and the safety and health of its employees, the employees of its lower tier subcontractors, owner employees and the general public.
- C. The contractor shall provide a qualified onsite EHS Representative with the authority to enforce all of the safety requirements and implement the contractor's Injury and Illness Prevention Program and Hazard Abatement Plan. The contractor shall remove and replace its Health and Safety Representative at the request of the owner, if the Safety Representative is unsuccessful in enforcing the EHS requirements. The contractor's EHS representative shall conduct safety inspections of the project operations, materials, and equipment frequently throughout the day to ensure that all safety deficiencies are identified and corrected. The owner reserves the right to enforce measures if the contractor's onsite EHS representative does not enforce all requirements. Inspection findings and corrective actions taken shall be documented, and the record shall be kept on the construction work site and be made available to owner upon request. If safety deficiencies are found, owner will issue a Safety Deficiency Notice to the contractor. Upon receipt of a written Safety Deficiency Notice from the Owner, the contractor shall take appropriate action to correct the deficiency and discontinue the hazardous activity until the hazard is abated. Failure to correct or eliminate violation(s) within the period specified might result in the order to stop all or any part of the work. The contractor shall submit to the owner a written response to the Safety Deficiency Notice describing what corrective action it has taken, the date such corrective action was completed and actions that it will take to prevent future recurrence of the same incident.
- D. Provide protection for workmen, public, adjacent construction and occupants of existing building(s). Personal Protective Equipment (PPE) such as hard hats, ear plugs and dust masks, shall be provided to all employees and use shall be enforced by the onsite EHS Representative. PPE also shall be provided to site visitors near the main entrances to the jobsite. PPE shall be provided in sufficient numbers to outfit typical number of visitors (i.e. designers, inspectors, shipment workers)
- E. WORK SITE SAFETY ORIENTATION: Each employee shall receive initial EH&S orientation prior to performing any work on the project. The contractor shall maintain on the work site a detailed outline of the orientation and a signed and dated roster of all employees who have completed the project EHS indoctrination. Make documentation available to owner on request. The orientation shall, at a minimum, cover the following points:
  - 1. Employee rights and responsibilities.
  - 2. Construction contractor responsibilities.
  - 3. Alcohol and drug abuse policy
  - 4. Contractor's disciplinary procedures.

- 5. First aid and medical facilities.
- 6. Site and project specific hazards.
- 7. Hazard recognition and procedures for reporting or correcting unsafe conditions or practices.
- 8. Procedures for reporting accidents and incidents.
- 9. Fire fighting and other emergency procedures to include local warning and evacuation systems.
- 10. Hazard Communication Program.
- 11. Access to employee exposure monitoring data and medical records.
- 12. Protection of the environment, including air, water, and storm drains from construction pollutants.
- 13.Location of and access to reviewed project Illness and Injury Prevention Program, Hazard Analysis and Hazard Abatement Plan
- 14. Location and contents of required postings
- F. A comprehensive EH&S program shall be established including but not be limited to:
  - 1. Confined Space Entry
  - 2. Site specific Emergency Response, First Aid, & Medical Services. Identify employees with CPR/First Aid certification available at the work site.
  - 3. Fire Protection and Prevention
  - 4. Hazard Communications
  - 5. Hazardous Waste Operations
  - 6. Hazardous Work Permits
  - 7. Toxic and Hazardous substances
  - 8. Inspection, Maintenance, and Certification of Heavy Equipment, Cranes, and Motor Vehicles
  - 9. Lock Out/Tag Out (LOTO) Subcontractors are required to include LOTO
  - 10. Personal Protective and Life Saving Equipment
  - 11.Radiation Protection
  - 12. Construction Safety Training
  - 13.Control of silica dust released during demolition or drilling of concrete or released from work with other materials that contain silica.
- G. A comprehensive activity hazard analysis and hazard abatement plan shall be established including but not be limited to:
  - 1. Description of work phase or activity
  - 2. Identification of potential hazards associated with the activity
  - 3. A list of the contractor's planned controls to mitigate the identified hazards
  - 4. Name of the contractor's employee responsible for inspecting the activity and ensuring that all proposed safety measures are followed
  - 5. Construction activities for which an Activity Hazard Analysis and Hazard Abatement Plan may be required include, but are not limited to:
  - 6. Roofing
  - 7. Hoisting and handling of materials
  - 8. Excavations
  - 9. Trenching and drilling
  - 10.Concrete placement and false work
  - 11.Welding
  - 12.Steel erection
  - 13.Work performed six feet or higher above ground
  - 14.Electrical work
  - 15.Demolition
  - 16.Work in confined spaces
  - 17. Work that causes the release of silica such as demolition or drilling of concrete or work with materials that contain silica.
  - 18.Work with epoxy coatings
  - 19. Work with or around hazardous materials
  - 20.Work on hilly terrain
  - 21.Use and handling of flammable materials
  - 22. The owner must favorably review the Activity Hazard analysis and Hazard Abatement Plan before work can start on that activity.
- H. ELECTRICAL WORK:
  - 1. Energized electrical work within panels and equipment is not allowed.

- 2. Workers shall be qualified to perform electrical tasks in accordance with OSHA 29 CFR 1910 and 1926 requirements.
- 3. Work practices must be compliant with NFPA 70E, newest edition Standard for Electrical Safety in the Workplace.
- I. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
- J. Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash bins, or removed from the premises.
- K. Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store such piping outdoors until fumes are removed. Verify that all gas and electrical utilities have been abandoned or disconnected and associated hazards mitigated, prior to beginning any demolition.
- L. All material classified by authorities to be a material that needs special treatment must be recycled, reused or disposed of by a special contractor that holds a valid license to work with such material. If hazardous materials are not anticipated, but encountered, terminate operations and contact owner immediately.
- M. CONTROL OF CRYSTALLINE SILICA DUST: The subcontractor shall provide all necessary control measures at the work site to keep worker exposure to crystalline silica dust within the OSHA Established Permissible Exposure Limits (PEL's). Dust control measures may require spraying of water or engineering controls at the dust generating points. It also may include the use of respirators, industrial grade HEPA vacuums, and HEPA filtered locally exhausted tools. Construction operations known to cause the release of silica dusts include, but are not limited to:
  - 1. Chipping, sawing, grinding, hammering, and drilling of concrete, rock, or brick.
  - 2. Work with cementitious materials such as grout, mortar, stucco, gunnite, etc.
  - 3. Dry sweeping of dust originating from concrete or rock
- N. CONSTRUCTION ACTIVITY POLLUTION PREVENTION:
  - 1. Follow Requirements in Storm Water Pollution Prevention Plan (SWPPP) and Erosion and Sedimentation Control (ESC) Plan
  - 2. Stabilize any relocated and moved soil with fast growing grasses and place mulch (hay, woodchips, straw) on it to cover and hold soil
  - 3. Divert surface runoff from distributed areas into sediment basin or sediment traps with a mound of stabilized soil
  - 4. Construct posts with filter fabric media to remove sediment from stormwater leaving the site.
- 5. Follow requirements in site development plan and don't disturb areas beyond the marked areas O. INDOOR AIR QUALITY:
  - During construction the recommended control measures of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) IAQ guidelines for occupied buildings under construction, (1995, chapter 3) must be met or exceeded.
  - 2. Stored on-site or installed absorptive material must be protected from moisture damage.
  - 3. In case permanently installed air handlers are used for ventilation, filtration media with a Minimum efficiency Reporting Value (MERV) of 8 shall be used at each return air grille, as determined by ASHRAE 52.2-1999. Contractor shall replace all filtration media immediately prior occupancy.
  - 4. All to be installed ductwork, air handlers and other equipment later connected to the indoor air path are to be protected from dirt and debris.
- P. FIRE PROTECTION AND PREVENTION:
  - 1. The contractor shall develop and maintain an effective fire protection and prevention program at the job site through all phases of demolition, alteration, repair, and construction work. Contractor shall ensure the accessibility and availability of fire protection and suppression equipment.
  - 2. Smoking is be prohibited everywhere on the job site no exceptions. Signs shall be posted. In visible locations.
  - 3. No burning of rubbish or debris will be allowed at the site. Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner.
  - 4. The Contractor shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be nonfreezing type such as A-B-C rated dry

chemical, of not less than 10-pound capacity each. In addition, any subcontractor who maintains an enclosed shed on the site shall provide and maintain, in an accessible location, one or more similar nonfreezing type fire extinguisher in each enclosed shed.

- Q. ACCIDENTS AND SPILLS:
  - 1. The contractor shall immediately notify the owner of any accidents, injuries or occupational illnesses that occur on the project, regardless of the employer of the involved personnel or the owner of the involved materials or equipment. For OSHA recordable injuries, the subcontractor shall also furnish a copy of the OSHA Form 301(or equivalent) to the Project Representative within five days of the injury.
  - 2. In the event a job site accident occurs, the contractor shall immediately implement controls and restrictions on the accident site to ensure the site remains undisturbed until released in writing by the owner to resume work. The contractor shall provide accident investigation follow-up and shall support Owner's accident Investigation and reporting protocol.
  - 3. The contractor shall promptly report to owner any spill, deposit, leak, drainage, debris, residue, spoil, residual, and/or by-product, whether its presence at the jobsite is occasioned by accident, inadvertence, intent, discarding, or abandonment by the Subcontractor or its lower tier subcontractors. This reporting requirement applies to petroleum products, oil, lubricants, chemical substances, waste materials, and waste substances, which are in such quantities as to constitute a hazardous substance or hazardous waste. All such occurrences of any quantity involving paints, solvents, thinners, degreasers, PCBs, halogenated hydrocarbons, volatile organic compounds, and/or asbestos shall be deemed a reportable event. These identification and reporting requirements shall be the responsibility of the contractor for both its own work forces as well as for any sub tier contractor, material man or supplier performing work on site for the contractor, material man, or supplier presence at the jobsite, shall be at the contractor's sole expense.
- R. WASTE MANAGEMENT:
  - 1. Recycle all recyclable material. This includes any material for which there is a recycling facility in Wisconsin.
  - 2. Separate all waste material in plastic, metal, paper, acoustical tile, brick, concrete, clean wood, glass, gypsum drywall, carpet and insulation and provide designated on-site collection areas.
  - 3. Keep track of volume and weight of each material and track if it was recycled, reused, donated or disposed otherwise.
  - 4. It is permissible to separate waste off-site by specialized recycling contractor. This contractor needs to be provide proof of recycling and needs to be WASTECAP certified as "Accredited Professional in Construction and Demolition Debris Recycling".
  - 5. Prior to demolition or construction activities, the General Contractor, with input of all contractors and their subcontractors, shall develop and submit a Waste Management Plan to owner. Priority is given to reuse, followed by recycling followed by disposal including proper land filling or incineration. Disposal only will be acceptable if other methods are not commercially available. The Waste Management Plan includes but is not limited to the following:
    - a. A list of each material proposed to be salvaged, reused, or recycled, Materials to be included, at a minimum, are the following:
      - i. Concrete: Clean concrete, concrete with rebar, asphalt concrete.
      - ii. Metals: Steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass or bronze, including banding, ductwork, framing, roofing and siding, flashing, piping and rebar.
      - iii. Clean Fill: Earth, rocks, and gravel.
      - iv. Wood: Clean dimensional wood, wood pallets, engineered wood products including plywood, particleboard, I joist.
      - v. Biodegradable landscaping materials.
      - vi. Cardboard, paper, packaging.
      - vii. Masonry: Brick, ceramic tile, CMU.
      - viii. Roofing: Clay or concrete tiles, asphalt shingles.
      - ix. Gypsum board.
      - x. Acoustic ceiling panels.
      - xi. Carpet and pad.
      - xii. Paint.

- xiii. Insulation.
- xiv. Plastics: ABS, PVC

xv. Beverage containers

- xvi. Cardboard.
- xvii. Concrete
- xviii. Brick and concrete masonry units (CMU).
- xix. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- xx. Gypsum wallboard.
- xxi. Clean dimensional wood
- xxii. Wood doors
- xxiii. Acoustical ceiling tiles/panels

xxiv. Glass

- b. Separation and Materials Handling Procedures: How waste materials (as identified above), will be separated, cleaned (if necessary) and protected from contamination.
- c. Waste Material Estimating Sheet (Appendix A at the end of this Section)
- d. Proposed Alternatives to Land filling: List each material planned to be salvaged or recycled, quantities, and proposed destination.
- 6. The contractor shall provide separation, bins for temporary onsite storage, handling, transportation, recycling, salvage, and land filling for all demolition and waste materials and keep recycling and waste bins areas neat, clean and clearly marked in order to avoid contamination or mixing materials and maintain logs onsite for each load of materials removed from site.
- 7. During the progress of the work, the General Contractor shall report to owner the quantity of each material recycled, reused, or salvaged, and the receiving party. All contractors shall maintain a record of weight tickets, manifests, receipts, and invoices for review by owner on request.
- 8. At the completion of the project the General Contractor shall submit a final summary of the progress reports, including the percentage of recycled waste (weight or volume) to the quantity of waste that would have been otherwise land filled.
- 9. Contractor is to provide the following documents upon request for payment:
  - a. Waste Materials Estimating Sheet (Appendix A at the end of this Section)
  - b. Landfill Log (Appendix B at the end of this Section)
  - c. Waste Diversion Log (Appendix C at the end of this Section)
  - d. Legible copies of manifests, weight tickets, and receipts. Manifests shall be from recycling and/or disposal site operators that can legally accept the materials for the purpose of reuse, recycling or disposal. These documents shall include the contract number and the job site name.

10. Examples of documents include, but are not limited to:

- a. Cover sheet for hazardous materials recycling contract
- b. Vendor "Pickup Request"
- c. Vendor "Certificate of Recycling and/or Disposal"
- d. Vendor invoice
- e. Maintain at the Project site Landfill Logs and Waste Diversion Logs for each load of materials removed from site.
- f. Discuss Waste management plans and implementation during all construction-related meetings.
- g. Immediately Inform the owner if hazardous materials are encountered or suspected, and stop work in the suspect area. Do not proceed with work in the suspect area until approved by the owner.
- 11. The following resources are provided for information only, to aid the Contractor in managing the construction waste:
  - a. The Wisconsin DNR, Bureau of Waste Management <u>http://www.dnr.state.wi.us/org/aw/wm/</u>
  - b. The UW-Extension's Solid and Hazardous Waste Education Center http://www1.uwex.edu/ces/shwec/
  - c. WasteCap Wisconsin, Inc. <u>http://www.wastecapwi.org</u> or telephone: 414-961-1100 or 608-245-1100

12. The contractor shall provide summaries of type and amount of material recycled, reused or disposed of. Those summaries shall include enough information and detail to satisfy requirements by external auditors. At a minimum the documentation needs to meet the current LEED requirements and requirements set by the EPA and federal government for federally funded projects. These requirements may or may not be mentioned specifically in this contract and the contractor is required to learn about specifics and to add documentation as required by such third party auditors.

## 1.22. STAIRS, SCAFFOLDS, HOISTS, ELEVATORS OR CRANES

- A. The Contractor shall furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work by all trades, and shall remove them on completion of the work. The Contractor shall erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails, and shaft protection. Contractors requiring scaffolds shall make arrangements with the Contractor, or shall provide their own and remove them on completion of the work. The Contractor shall underlay its interior scaffolds with planking to prevent uprights from resting directly on the floor construction.
- B. Contractor shall provide and pay for its own hoist/crane or other apparatus necessary for unloading/setting or moving their equipment and materials. Installation and removal of equipment for this activity must be accounted for in the Project Schedule. Equipment and operations for this activity shall comply with applicable Department of Commerce and OSHA requirements. No material hoist may be used to transport personnel unless it meets Department of Commerce and OSHA requirements for that purpose.
- C. Existing elevators may be used on a limited basis with the owner's permission and agreement. The Contractor will pay costs of warranty extensions and additional service work required. Appropriate protection must be provided by the using Contractor and that Contractor shall be responsible for any structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and components.

## 1.23. SAFEGUARDS - EXISTING EQUIPMENT, UNDERGROUND UTILITIES AND ARTIFACTS

- A. Existing utilities, including those listed as abandoned, shall not be moved or otherwise disturbed without written verification by the owner that the utility is abandoned.
- B. When altering existing facilities, the Contractor shall take every precaution to preserve and protect existing facilities, both those to be altered and those to remain unaltered that are within the limits of the work.
- C. The Contractor shall notify the owner of structural members, piping, conduit, or equipment not indicated for removal that may cause interference with the work. Work shall not proceed in the affected area until instructions have been issued. Do not drill or penetrate existing structures without prior permission. The removal of existing work shall be by methods that will not jeopardize the integrity of structures or systems that are to remain.
- D. Existing utilities, including but not limited to roof drainage systems, underground cables, ducts, roadways, manholes, building fire alarm, public address or telecommunications wiring shall not be moved or otherwise disturbed, nor electrical circuits or switches operated or taken in or out of service, without prior consent of the owner. Contractor shall compensate loss to the owner resulting from damage to utilities, facilities and other owner or public items damaged.
- E. Take measures necessary to safeguard all existing work and facilities that are inside and outside the limits of the work or items that are within the construction limits but are intended to remain. Report any damage to the owner immediately. Correct and pay for all damages.
- F. If bones or artifacts are encountered during digging, the owner requires that the Contractor stop work within a 50-foot radius of the find and immediately notify the owner. Work may continue only with approval from the owner.

## **1.24. OPERATION AND MAINTENANCE DATA**

- A. All OM documents are to be submitted as electronic copy for review at the time the respective equipment is delivered. No hardcopy shall be provided until the OM manuals are approved.
- B. Submit data bound in 8-1/2 x 11 inch (A4) text pages, Use three D side rings if necessary and binders with durable plastic covers. Submit all documents in electronic form as well as in hardcopy.

Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.

- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20-pound white paper, in three parts as follows:
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
  - 1. Summary list of maintenance items indicating frequency and type of maintenance required for all systems covered in this contract.
  - 2. List of equipment (including assigned equipment numbers).
  - 3. A description of recommended replacement parts and materials, which the owner should stock.
  - 4. Parts list for each component.
  - 5. A summary of equipment vendors, or location where replacement parts can be purchased.
  - 6. List indicating types and grades of oil and/or grease, packing materials, normal and abnormal tolerances for devices, and method of equipment adjustment.
  - 7. Copies of all approved submittals.
  - 8. Operating instructions.
  - 9. Maintenance instructions for equipment and systems, Preventive maintenance recommendations.
  - 10. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 11. Manufacturer's wiring diagrams for electrically powered equipment.
  - 12. A complete set of record control drawings.
    - a. Copies of all checkout tests and calibrations performed by the Contractor (not commissioning tests).
    - b. The manual shall be organized and subdivided with permanently labeled tabs for each of the following data in the given order:
      - i. Sequences of operation including points and schematics of operations
      - ii. Control drawings
      - iii. Points lists
      - iv. Controller / module data
      - v. Maintenance instructions, including sensor calibration requirements and methods by sensor type
      - vi. Thermostats and timers
      - vii. Sensors and DP switches
      - viii. Valves and valve actuators
      - ix. Dampers and damper actuators
      - x. Program setups (software program printouts)
  - 13. Additional information as indicated in the technical specification sections

G. Part 3: Project documents and certificates, including the following:

- 1. Product data.
- 2. Air and water balance reports.
- 3. Certificates.
- 4. Photocopies of warranties.
- 5. Name, address, and telephone number of the person or office to contact for service during the warranty period.
- 6. Name, address, and telephone number of the person or service organization to be contacted for service after the warranty period.
- H. Submit all O&M manuals in original electronic form (PDF). Scanned copies are not acceptable. PDF need to be of high quality and searchable.
- I. Submit 1 draft copy of completed volumes 15 [fifteen] days after approval of applicable submittal or receipt of the product. Revise content of all document sets as required prior to final submission. Submit 2 [two] sets of revised final volumes, within 10 [ten] days after final inspection.

## 1.25. ACCESS PANELS AND DOORS

- A. All serviceable and replaceable devices, including but not limited to valves, boxes, and dampers shall receive an access at a location and in a size that enables proper servicing and repair of the device without removal of other material. Sizes described are minimum sizes and might be increased if the type and size of device requires it. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with the owner making sure that access is available for all equipment and specialties. Relocate access panel or door if equipment is not properly accessible to perform all maintenance and repair at no cost to the owner. Minimum size is 12" by 12". Use "Cendrex" products or approved equal.
- B. LAY-IN CEILINGS: if 2 X 2 foot is not sufficient for access (i.e. VAV boxes require larger access), the grid shall be arranged in a manner to allow easy removal of grid sections.

## 1.26. LOOSE AND DETACHABLE PARTS

- A. Contractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this Contract, until completion of the work and shall turn them over to the owner to receive them.
- B. Furnish one can of touch-up paint for each different color factory finish furnished by the Contractor. Deliver touch-up paint with other "loose and detachable parts".

## PART 2 – PRODUCTS

## 2.1. SPECIFIED ITEMS - SUBSTITUTES

- A. Wherever catalog numbers and specific or trade names are used in conjunction with a designated material, product, item, or service mentioned in these Specifications, they are used to establish the standards of quality, utility, and appearance required. Substitutions will be approved, subject to the following provisions:
  - a. Contractors or manufacturers may request listing of their product in the bid documents up to 10 calendar days prior bid due date. All requests must be accompanied by sufficient information to judge its suitability for this project.
  - b. Owner may reject any substitute request without providing specific reasons.
  - c. Owner may accept substitution requests after contract award, but reserves the right to refuse review or acceptance of any requests without providing specific reasons.
  - d. All Substitutions must be accepted by the owner in writing. The owner will accept, in writing, such proposed substitutions as are in his or her opinion, equal in quality, utility, and appearance to the items or materials specified. Such acceptance shall not relieve the Contractor from complying with the requirements of the drawings and specifications, and the Contractor shall be responsible at Contractor's own expense for any changes resulting from Contractor proposed substitutions which affect the other parts of Contractor's own work or the work of others.
  - e. The manufacturer shall be a company specializing in the manufacture of the specified equipment and accessories with minimum five years documented experience.
  - f. Failure of the Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by owner of any substitutions otherwise proposed.
- B. Specifications may mention other manufacturers than the specific device specified. Those are manufacturers that in general are acceptable, but may not have a product for this specific project. Those manufacturers still may be rejected without providing specific reasons. The bidder only can rely on using items specifically mentioned in the contract documents.

#### 2.2. APPROVED TESTING LABORATORIES

- A. The following laboratories are approved for providing electrical product safety testing and listing services as required in these specifications:
  - 1. Underwriters Laboratories Inc.
  - 2. Electrical Testing Laboratories, Inc.

## 2.3. HAZARDOUS SUBSTANCES

- A. The Subcontractor shall submit to the Project Representative, for review by the EH&S Division, any proposed procurement, stocking, installing, or other use of materials containing asbestos, cadmium, chromates, or lead.
- B. All materials and applications shall comply with requirements of any and all Districts Regulations, including, but not limited to architectural coatings, general solvent and surface coatings, solvent cleaning operations, adhesive and sealants, visible emissions, and asbestos.
- C. Contractor shall keep and maintain proof of compliance with the above-referenced regulations, including any recordkeeping obligations, for a period of two years after completion of the project. Contractor shall make such documents or evidence available if so requested by owner.
- D. No materials outlawed in any of the 50 US states are to be used. Only equipment and material legal in all 50 states is to be used. All Federal, state, county and local codes and ordinances regarding are to be considered deciding if a piece of equipment or material is to be used.
- E. The contractor assumes responsibility for proper removal, collection and storage of hazardous substances on site and disposal of those if hazardous substances were known to be present and pointed out in these specifications or on the plans. If hazardous substances are not known to be present and are found, the owner assumes responsibility for additional cost due to removal, collection and storage on site. All hazardous substances are to be disposed in accordance with all federal, state and local laws, codes and regulations. It is the contractor's responsibility to recognize typical hazardous substances not known to be present. This includes all substances that were used in buildings of that type in the period since original construction.
- F. Contractor will assume that all electronic components, machinery, refrigeration devices and other common devices contain hazardous substances and include disposal of such in bid price, even if those substances are not mentioned separately. If special tests are necessary the owner assumes responsibility for such.
- G. ASBESTOS:
  - 1. Contractor's attention is directed to WAC NR 447, WAC HSS 159 and the Occupational Safety and Health Act (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance with all applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials (ACM) and disturbance of asbestos containing caulking and mastics. Unless otherwise indicated, all caulking, sealants, glazing compounds, gaskets, asphalt roofing materials and miscellaneous adhesives are assumed to contain asbestos and are considered to be Category I non-friable ACM as defined in NR 447. Waste material containing Category I non-friable ACM, is regulated as Construction and Demolition (C&D) waste and may be disposed of at a Department of Natural Resources (DNR) approved C&D waste landfill. If Contractor's work methods cause non-friable ACM to become friable, the Contractor is responsible for the disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A copy of the signed waste manifest for the disposal of all friable asbestos waste shall be provided to owner prior to request for final payment.
  - 2. The regulations referenced above require removal of friable ACM and Category II non-friable ACM prior to <u>demolition</u> of a building. Category I non-friable ACM does not need to be removed from a building prior to demolition if the waste generated from the demolition is taken to a DNR approved C & D waste landfill. If the contractor chooses to recycle building materials from a building to be demolished, the contractor is responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable regulations prior to demolition. If the contractor's demolition methods will cause non-friable ACM to become friable, the contractor is responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable ACM to become friable, the contractor is responsible for removal and disposal of all Category I non-friable ACM in accordance with applicable ACM in accordance with applicable regulations prior to demolition.
  - 3. The asbestos abatement contractor will require sole occupancy of the workspace during asbestos abatement work. Contractor shall communicate with the asbestos abatement contractor and make adequate allowance for the asbestos abatement work in the work schedule
- H. LEAD BASED PAINT: Conform with OSHA and EPA recommended worker safety requirements when removing lead based paint or material bearing lead based paint or material contaminated with lead by the demolition process. Contractor's attention is directed to the Occupational Safety and Health Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION INDUSTRY). For OSHA compliance and regulation interpretations, contractors may contact the area OSHA office for this project. [Milwaukee, telephone

(414) 297-3315; Appleton, telephone (414) 734-4521; Eau Claire, telephone (715) 832-9019]. Dispose of refuse containing lead based paint or contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.

- I. PCB'S: Contractor shall assume all ballasts and transformers not specificallylabelled as "no PCB" type to contain PCB and to dispose properly meeting all regulatory requirements
- J. MERCURY-CONTAINING DEVICES: Mercury containing devices are accumulated in our facilities for eventual recycling through a contracted vendor. These devices include certain building controls and switches, thermometers, and lamps. Lamps are stored in accordance with Environmental Protection Agency universal waste regulation 40 CFR part 273 including storing them in containers with labels describing the contents and the start date of accumulation.
- K. PAINT AND RELATED PRODUCTS: The oil-based paints are disposed of as hazardous waste
- L. USED APPLIANCES AND BUILDING EQUIPMENT: Used appliances include microwaves, refrigerators, and ice machines. Smaller pieces of building equipment include items such as water heaters and variable-drive motors. All of these items are recycled by a contracted vendor at eh contractor's expense.
- M. VOC: Volatile Organic Compounds in materials shall be limited to these maximum values:
  - 1. Adhesives and Sealants:
  - 2. Wood Glues: 30 g/L.
  - 3. Metal-to-Metal Adhesives: 30 g/L.
  - 4. Adhesives for Porous Materials (Except Wood): 50 g/L.
  - 5. Subfloor Adhesives: 50 g/L.
  - 6. Plastic Foam Adhesives: 50 g/L.
  - 7. Carpet Adhesives: 50 g/L.
  - 8. Carpet Pad Adhesives: 50 g/L.
  - 9. VCT and Asphalt Tile Adhesives: 50 g/L.
  - 10.Cove Base Adhesives: 50 g/L.
  - 11.Gypsum Board and Panel Adhesives: 50 g/L.
  - 12. Rubber Floor Adhesives: 60 g/L.
  - 13.Ceramic Tile Adhesives: 65 g/L.
  - 14. Multipurpose Construction Adhesives: 70 g/L.
  - 15. Fiberglass Adhesives: 80 g/L.
  - 16.Contact Adhesive: 80 g/L.
  - 17. Structural Glazing Adhesives: 100 g/L.
  - 18.Wood Flooring Adhesive: 100 g/L.
  - 19. Structural Wood Member Adhesive: 140 g/L.
  - 20. Single-Ply Roof Membrane Adhesive: 250 g/L.
  - 21. Special Purpose Contact Adhesive (contact adhesive that is used to bond melamine covered board, metal, unsupported vinyl, rubber, or wood veneer 1/16 inch or less in thickness to any surface): 250 g/L.
  - 22. Top and Trim Adhesive: 250 g/L.
  - 23. Plastic Cement Welding Compounds: 250 g/L.
  - 24.ABS Welding Compounds: 325 g/L.
  - 25.CPVC Welding Compounds: 490 g/L.
  - 26.PVC Welding Compounds: 510 g/L.
  - 27. Adhesive Primer for Plastic: 550 g/L.
  - 28.Sheet Applied Rubber Lining Adhesive: 850 g/L.
  - 29. Aerosol Adhesive, General Purpose Mist Spray: 65 percent by weight.
  - 30. Aerosol Adhesive, General Purpose Web Spray: 55 percent by weight.
  - 31. Special Purpose Aerosol Adhesive (All Types): 70 percent by weight.
  - 32. Other Adhesives: 250 g/L.
  - 33. Architectural Sealants: 250 g/L.
  - 34.Non-membrane Roof Sealants: 300 g/L.
  - 35. Single-Ply Roof Membrane Sealants: 450 g/L.
  - 36.Other Sealants: 420 g/L.
  - 37.Sealant Primers for Nonporous Substrates: 250 g/L.

- 38. Sealant Primers for Porous Substrates: 775 g/L.
- 39. Modified Bituminous Sealant Primers: 500 g/L.
- 40. Other Sealant Primers: 750 g/L.
- 41.Inside Paints and Coatings:
- 42. Flat Paints, Coatings, and Primers: VOC not more than 50 g/L.
- 43.Nonflat Paints and Coatings: VOC not more than 150 g/L.
- 44.Dry-Fog Coatings: VOC not more than 400 g/L.
- 45. Primers, Sealers, and Undercoaters: VOC not more than 200 g/L.
- 46. Anticorrosive and Antirust Paints applied to Ferrous Metals: VOC not more than 250 g/L.
- 47.Zinc-Rich Industrial Maintenance Primers: VOC not more than 340 g/L.
- 48. Pretreatment Wash Primers: VOC not more than 420 g/L.
- 49. Clear Wood Finishes, Varnishes: VOC not 1 more than 350 g/L.
- 50.Clear Wood Finishes, Lacquers: VOC not more than 550 g/L.
- 51. Floor Coatings: VOC not more than 100 g/L.
- 52. Shellacs, Clear: VOC not more than 730 g/L.
- 53.Shellacs, Pigmented: VOC not more than 550 g/L.
- 54. Stains: VOC not more than 250 g/L.

#### 2.4. BARRICADES, SIGNS, WARNING DEVICES, AND TEMPORARY PLASTIC BARRIERS

- A. Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).
- B. UV stabilized high-density polyethylene barrier fence free of holes tears and other defects. Provide 4' tall fence in diamond or rectangular pattern. Fencing shall be "safety orange" color, unless otherwise noted.
- C. Posts for temporary plastic barrier fencing shall be 5' tall, minimum 12 gauge, painted metal posts.

#### 2.5. SEALING AND FIRESTOPPING

- A. Manufacturers: 3M, Hilti, Rectorseal, STI/SpecSeal, Tremco, or approved equal.
- B. All firestopping systems shall be provided by the same manufacturer and shall be UL listed.
- C. Submittals: Contractor shall submit product data for each firestop system. Submittals shall include product characteristics, performance and limitation criteria, test data, MSDS sheets, installation details and procedures for each method of installation applicable to this project. For non-standard conditions where no UL tested system exists, submit manufacturer's drawings for UL system with known performance for which an engineering judgement can be based upon.
- D. Use a product that has a rating not less than the rating of the wall or floor being penetrated.
- E. Contractor shall use firestop putty, caulk sealant, intumescent wrapstrips, intumescent firestop collars, firestop blocks, firestop mortar or a combination of these products to provide a UL listed system for each application required for this project. Provide mineral wool backing where specified in manufacturer's application detail.
- F. Where shown or specified, pack annular space with fiberglass batt insulation or mineral wool insulation. Provide 4" sheet metal escutcheon around duct on both sides of partition or floor to cover annular space.
- G. Install approved product in accordance with the manufacturer's instructions where an installation penetrates a fire/smoke rated surface. When pipe is insulated, use a product, which maintains the integrity of the insulation and vapor barrier.
- H. Whenever possible, avoid penetrations of fire and smoke rated partitions. When they cannot be avoided, verify that sufficient space is available for the penetration to be effectively fire and smoke stopped.

#### PART 3 – EXECUTION

#### **3.1. PROJECT MEETINGS**

- A. Project meetings will be held at the time designated by the owner. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend. The contractor will write a report covering all items discussed and decisions reached and copy of such report distributed to all parties involved within 3 business days. All contractors, sub-contractors and other related parties shall attend. Attendance especially is required if such contractor is scheduled to perform work within the next 6 weeks.
- B. PRE-CONSTRUCTION MEETING: Owner, design representatives and all contractor and subcontractor representatives attend.

C. PRE-INSTALLATION MEETING: prior installation, layout or other activities related to major systems, separate meetings will be held to ensure proper coordination. These meetings will be initiated by the contractor. Not initiating these meetings doesn't relieve the contractor from coordination responsibilities. The owner may set up such meetings as needed

### 3.2. CONTINUITY OF SERVICE, TRAFFIC, SHUTDOWN AND ACCESS

- A. BUILDING ACCESS: Unless otherwise shown or directed, maintain existing access and egress to the facility throughout construction. Maintain ANSI A117 compliant access for disabled persons, delivery access, emergency vehicle access, and emergency egress. Do not interrupt access and egress without prior written approval by owner.
- B. Contractor shall verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric, telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to avoid disruption of service.
- C. TRAFFIC:
  - a. Do not interrupt or change existing traffic, delivery, or parking without prior written approval from owner. When interruption is required, coordinate schedule with the Owner agency to minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits from applicable municipalities and WISDOT.
  - b. When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control devices, signs and flaggers in accordance with other Contract Documents and the current version of the MUTCD, or as shown on the Drawings.
- D. UTILITIES:
  - a. Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric, telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to avoid disruption of service.
  - b. Do not interrupt or change existing utilities without prior written approval from owner, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in advance of outage. Notification shall be provided in writing and describe the nature and duration of outages and provide the name and number of Contractor's foreman or other contact.
- E. Contractor shall provide and maintain continuous service (power, controls, alarms, communication, elevators, HVAC, roads etc.) during the entire construction period. No outages shall be permitted on existing systems except at the time and during the interval specified by the onwer. Any outage must be scheduled when the interruption causes the least interference with normal institutional schedules and business routines and might be scheduled during after-hours if regular business hours are not acceptable to the onwer. No extra costs will be paid to the Contractor for such outages, which must occur outside of regular weekly working hours. Cost to the utility is paid by Contractor. The Contractor shall provide temporary utility services and bypasses for any disruptions not completed within this period. The Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible.
- F. HVAC: If the building is occupied and continues operation during construction, retrofit or demolition, Contractor must maintain ventilation and air conditioning for as large parts of the building as technically feasible. Where maintaining space conditioning is not feasible with the existing system, the Contractor shall provide temporary sufficient air conditioning, heating and ventilation in coordination with the owner. Heating to prevent freeze damage is required for all construction activity regardless of occupancy. All work affecting air conditioning and ventilation must be coordinated with and approved by the owner. If air conditioning, heating and ventilation has to be taken out of service for longer periods of time in parts of the building and owner would be affected negatively. All such taking out of service has to be coordinated and approved by the owner.
- G. SHUTDOWN:
  - a. If the shutdown involves the interface with, or modification of, existing building energy system(s), the Contractor shall be required to show the reviewed submittal and shop drawings of the proposed modifications. Shutdown schedules shall have been reviewed and approved by the owner at least 72 hours prior to date of shutdown. Postponement of scheduled shutdowns by the owner shall not constitute a basis for additional charges to the owner.
  - b. Prior to the shutdown of any building energy system(s) the Contractor shall provide the following:

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

### 3.3. DEMOLITION

- A. Perform all demolition as indicated on the drawings to accomplish new work. Demolition Drawings are based on casual field observation and/or existing record documents. Verify field measurements and circuiting arrangements as shown on Drawings, verify that abandoned wiring, piping, ducting and equipment serve only abandoned facilities. Report discrepancies to the owner before disturbing existing installation. Beginning of demolition means installer accepts existing conditions.
- B. Demolition all abandoned services and devices in areas affected by this contract, even if not shown on plans. This includes but is not limited to wiring, conduits, piping, and equipment.
- C. Before demolition of any load bearing concrete a ground-penetrating radar or concrete X-ray scan needs to be performed to detect any rebar, conduit or other damageable items. This work shall be performed at least a week before demolition starts to give A/E the opportunity to resolve any issues by rebar or other obstacles in unexpected locations. Drawings with existing subsurface obstacles may not be correct and shall not be relied on.
- D. Where pipe or duct is removed and not reconnected with new work, cap ends of existing services as if they were new work. Coordinate work with owner to minimize disruption to the existing building occupants.
- E. All pipe, wiring and associated conduit, insulation, ductwork, and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began.
- F. Patch holes and openings caused by removal of material and equipment, or formerly covered by such, with like material and texture of surrounding surface. Paint to match surroundings.
- G. Disconnect all services in a manner which allows for future connection to that service. Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.
- H. Approval of all Jurisdictions Having Authority shall be obtained prior to disposal of any equipment and materials. All disposal has to be in compliance with all local, county, state and nationwide regulations.
- I. All disconnected wiring shall be removed from all raceway systems, panels, enclosures pull boxes, junction boxes etc. irrespective of whether the removal is specified in the construction documents or not. The empty raceway systems shall be tagged spare on both ends of each termination.
- J. Don't demolition or damage equipment and material that is to stay in place. Replace and repair any equipment and installations that get damaged during demolition. The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans and specifications do not address restoration of specific areas, these areas will be restored to pre-construction conditions as approved by owner.
- K. Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights, utilities, landscaping and all other such facilities that are intended to remain or be salvaged. Make such explorations and probes as necessary to ascertain any required protection measures that shall be used before proceeding with demolition.
- L. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection.
- M. Report damage of any facilities or items scheduled for salvaging to owner.
- N. Explosives shall not be used for demolition.
- O. Remove all equipment, fixtures and other materials scheduled for salvage prior to beginning demolition operations.
- P. Abandon gas, electric and communication utilities in accordance with local utility company requirements, or applicable substantive requirements if considered private.

- Q. Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent public walks.
- R. Dismantle each structure in an orderly manner to provide complete stability of the structure at all times. Provide bracing and shoring where necessary to avoid premature collapse of structure.
- S. Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance dust to a minimum.
- T. Where necessary to prevent collapse of any construction, install temporary shores, underpinning, struts or bracing. Do not commence demolition work until all temporary construction is complete.
- U. During the execution of the work, provide, operate, and maintain all pumping equipment, suction and discharge lines in a number of capacity as required to keep all cellars and pits free of water from any source whatsoever at all times.
- V. Masonry and concrete shall be demolished in small sections. Use braces and shores as necessary to support the structure of the building or structure and protect it from damage. Where limits of demolition are exposed in the finished work, cutting shall be made with saws, providing an absolutely straight line, plumb, true and square.
- W. Operate equipment so as to cause a minimum of damage to plaster which is to remain, and so as to keep dust and dirt to a minimum.
- X. BUILDING DEMOLITION:
  - 1. Proceed with demolition in a systematic manner, from top of structure to ground. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.
  - 2. Neatly saw or cut joints at the limits of removal; whenever possible, locate cuts at existing joints.
  - 3. Cut existing plaster with power saws equipped with plaster cutting blades and dust collection system.
  - 4. Patch or repair any damaged surfaces or structural members at the limits of removal.
  - 5. Remove structural framing members and lower to ground by hoists, derricks or other suitable means.
  - 6. Remove all existing flooring in accordance with plans. Leave exposed existing sub flooring or surface in suitable condition for receiving new finished flooring.
  - 7. Locate demolition equipment and remove structure so as to not impose excessive loads to supporting walls, floors or framing.
  - 8. Break up and remove concrete slabs-on-grade, unless otherwise shown to remain.
- Y. DEMOLITION BELOW GRADE:
  - 1. Demolish foundation walls and other below grade features in accordance with the plans. Unless otherwise noted, remove all below grade features to a point 4' below adjoining existing grade, or proposed grade, whichever is lower. Basement and/or lowest level floors more than 4' below existing grade need not be removed, but must be broken up to permit drainage.
  - 2. Backfill and compact below grade areas and voids resulting from demolition of structures and other abandonment and demolition. Backfilling shall not begin until demolition and abandonment has been approved and documented by owner. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen materials, trash and debris.
- Z. DRAIN TILE:
  - 1. Carefully protect and/or replace drain tiles encountered during demolition which are necessary to maintain site drainage conditions. Immediately repair or replace any drain tiles not scheduled for demolition, but damaged. Report damage to owner.
  - 2. Repairs to drain tile or replacement drain tile shall be comparable or better than the existing drain tile system.
  - 3. Test drain lines with water to assure free flow before covering. Remove all obstructions which may be found, retest until satisfactory.

### 3.4. TEMPORARY CONSTRUCTION

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

- B. Employ temporary crossovers and bypass to utilities, electrical connections, traffic and footbridges, and walkways used to maintain services or communications, which cannot be interrupted or curtailed.
- C. Provide temporary rigging, scaffolding, shoring, hoisting equipment, and all other temporary work as required for this project.
- D. TEMPORARY LIGHTING: shall be supplied and maintained by the Contractor so that construction work can be safely performed. The temporary lighting system shall be sufficient to enable all trades to safely complete their work and to enable owner to check all work as it is being done. Illumination shall be 5 foot-candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations) or be higher if the type of work requires more lighting for quality control. All temporary electrical circuits for construction purposes shall be equipped with combination ground fault interrupter and circuit breakers meeting the requirements of UL for Class A, Group 1 devices.
- E. TEMPORARY HEATING AND COOLING
  - 1. All heating and cooling including fuel required after enclosure of the building shall be provided by the Contractor. It shall be the responsibility of the Contractor to see that every precaution is used to prevent unnecessary escape of heat. A minimum temperature of 45 degrees and a maximum temperature of 65 degrees for the building shall be maintained. For a period of at least ten days prior to the placing of interior woodwork and throughout the placing of this and other finish, varnishing, painting, tiling etc., and until substantial completion to provide sufficient heat to insure a temperature in the spaces involved of not less than 70 degrees nor more than 80 degrees. Temperatures must be checked during nighttime and on weekends. Restitution shall be made by Contractor responsible for damage to building and contents caused by overheating, freezing, fumes, soot or residue given off by temporary heating or lack of thereof.
  - Permanent heating and cooling system may be used for temporary heating at owners discretion. Warranty period may not be affected by use of permanent heating. Temporary filters shall be used in the permanent system. If the permanent heating system appears to be dirty after use, owner may require cleaning at contractor's expense.
  - 3. Provide bases, shields, etc., around heating elements to prevent too rapid drying of adjacent concrete, masonry or plaster. Surfaces and structure shall be patched as required.
  - 4. The use of temporary units whose product of combustion will damage fresh concrete, mortar or other building materials, will not be allowed. Use of coke or oil salamanders is prohibited. All portable temporary heating units shall be properly ventilated to prevent combustion gases from remaining in the heating area.
  - 5. Cooling shall be provided to all occupied areas that have permanent cooling installed. Such areas include but are not limited to offices, server rooms etc. Temperatures maintained must be equal to what the existing permanent system was able to maintain or what the new designed system is capable of delivering.
  - 6. Cooling capacity shall be sufficient and have spare capacity as required to account for diminished performance during temporary operation. Performance can be diminished by infiltration, bent hoses, dirt etc. Plans may or may not show specific capacities. Those are approximations and more cooling may be required.
- F. TEMPORARY ELECTRICAL SERVICE
  - 1. The Contractor shall make all arrangements with the local utility company for metered electrical service, pay for the installation of all temporary service to utility point of termination shown on drawings, and upon completion of project, pay for removal of temporary service. The meter shall be taken out in the Contractor's name. The Contractor shall patch surfaces and structure after services have been removed. The Contractor shall pay for all electrical energy consumed for construction purposes for all trades including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The Contractor shall continue to pay for energy used until substantial completion even though equipment has been connected to the permanent wiring.
  - 2. Contractor shall provide and maintain electrical services in single phase or multiphase as required by equipment to be used. Provide at multiple services to ensure service to run at less than 75% of its capacity at all times and to enable short cable runs of less than 300 ft to equipment to be used.
- G. TEMPORARY WATER, SEWER AND PUMPS:
  - 1. The Contractor shall supply all water required for construction and other purposes until the permanent water supply system is accepted and in operation. As soon as possible Contractor shall

install and pay for permanent water mains into new building, provide temporary gate valve and freezing protection, extend piping and provide a <sup>3</sup>/<sub>4</sub>" hose bib for use by all Contractors. Permanent lines maybe used.

- 2. Waste of water shall be avoided and valves, connections, pumps pipes and hoses shall be provided by Contractor kept in perfect condition. Water supply used by workmen shall be kept clean and sanitary at all times.
- 3. Sewer work shall be started and finished as soon as possible. Including backfill.

### 3.5. INSTALLATION

- A. Install in accordance with manufacturer's instructions and all code requirements. Provide the owner with copy of manufacturer's instructions prior to installation. Coordinate equipment location with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. Locate equipment to provide access space for servicing all components. Install in accordance with recognized industry practices. The manufacturer's latest recommendations shall be used. It is Contractor's responsibility to enforce these requirements with all the Contractors. The Contractor shall be responsible for correcting any infringement on this requirement at no cost to onwer.
- B. Startup and test equipment and adjust operating and safety controls for proper operation.
- C. Contractor shall coordinate work with existing equipment so that all systems, equipment and other components will fit the available space, and will allow proper service and repair. Each location needs to be approved by owner. This also applies to existing equipment if newly installed equipment interferes with its accessibility. Location of equipment has to fit into existing panels, decoration or finish. Owner can request position changes of equipment before the work has begun.
- D. The Contractor shall cooperate in reducing objectionable noise or vibration. If noise or vibration is a result of improper material or installation, these conditions shall be corrected at no cost to owner. Abnormal buzzing in equipment is not acceptable.
- E. Provide carpentry, cutting, patching, and core drilling required for installation of material and equipment.
- F. WATERPROOF CONSTRUCTION: Maintain waterproof integrity of penetrations of materials intended to be waterproof. Provide flashings at exterior roof penetrations. Caulk penetrations of foundation walls and floors watertight. Provide membrane clamps at penetrations of waterproof membranes.
- G. PAINTING OF EQUIPMENT AND HARDWARE: Provide moisture resistant paint for all exterior painting. Colors shall be as shown on the drawings unless specified. All exposed conduits, raceways and gutters inside (finished spaces) and outside the building shall be painted to match the wall color.
- H. Lubricate all bearings with lubricant as recommended by the manufacturer before the equipment is operated for any reason. Once the equipment has been run, maintain lubrication in accordance with the manufacturer's instructions until the work is accepted by owner. Maintain a log of all lubricants used and frequency of lubrication; include this information in the Operating and Maintenance Manuals at the completion of the project.

#### 3.6. DELIVERY, STORAGE AND HANDLING OF MATERIALS

- A. Contractor must be present to accept delivery of all equipment and material shipments. Owner will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by owner shall not constitute acceptance or responsibility for any of the materials or equipment. It is the Contractor's responsibility to assume liability for equipment or material delivered to the job site.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays. Materials and equipment shall be delivered to the site in adequate time to ensure uninterrupted progress of the work and inspection of material by owner. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Packaged units shall be delivered in their original crates.
- C. Store in a clean and dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic. Promptly inspect shipments to insure that the material is undamaged and complies with specifications. Materials or equipment, which do not conform to the Specifications or are damaged shall not be incorporated in the work and shall be immediately removed from the site.

- D. Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this Contractor, restore any opening to its original condition after the apparatus has been brought into the building.
- E. Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or by specific direction of owner. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system. The Contractor assumes full responsibility for damage due to the storage of materials.
- F. Material shall be stored according to manufacturer's recommendations as a minimum. Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground. Materials, construction sheds, and earth stockpiles shall be located so as not to interfere with the installation of the utilities nor cause damage to existing lines. Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move it at the Contractor's expense, when directed by owner.
- G. If necessary, material will be stored off site at the Contractor's expense. Offsite storage agreements will not relieve the Contractor from using proper storage techniques. Storage and protection methods must allow inspection to verify products.
- H. All materials shall be stored in a manner that prevents release of hazardous material to the environment. All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to owner immediately

### 3.7. CONCRETE WORK

- A. Provide all layout drawings, anchor bolts, metal shapes, and/or templates required to be cast into concrete or used to form concrete for support or installation of electrical, mechanical, plumbing piping, fixtures, specialties and equipment. This includes but is not limited to piping thrust restraints, pipe supports, hydrant supports, manholes, catch basins, grease traps, septic tanks, distribution boxes, valve pits, meter pits, cleanout cover pads, yard hydrant pads, etc. Coordinate locations of equipment, pipe penetrations in wet areas, etc. with other trades.
- B. Unless noted otherwise provide cast in place concrete for equipment pads, manhole bases and thrust blocks. Concrete to be 3,000 psi at 28 days, 3/4 inch aggregate, five bags cement, three inch slump, air entraining admixture. The ACI 614 Recommended Practice for Measuring, Mixing and Placing of Concrete shall constitute the execution requirements.

### 3.8. OPENINGS, SLEEVES, CUTTING, STRUCTURAL ATTACHMENT, PATCHING AND PAINTING

- A. Before any drilling, cutting or other type of opening the contractor shall verify that no conduits, wires, pipes or other items are in or near opening area. X-ray or ground-penetrating radar technology shall be employed to survey ceilings, slabs or walls when potentially damaging opening techniques are employed. Existing available data and records may not be accurate regarding exact location of structural steel, pipes or conduit.
- B. Openings shall be the responsibility of the Contractor requiring the openings even if such openings are not shown on drawings. The Contractor shall install sleeves for all openings and shall submit to the owner for review and approval, layout drawings of all such required sleeves and/or openings. Sleeve and opening sizes and locations shall be dimensioned from column lines and floor elevations or from a point of reference approved by owner.
- C. All openings shall be made as airtight, watertight, fireproof, smoke-tight, thermally insulated as the wall they are in. Patch wall around sleeve to match adjacent wall construction and finish. In finished spaces where penetration through wall is exposed to view, sheet metal sleeve shall be installed flush with face of wall. Grout area around sleeve in masonry construction. Patching includes repairing openings to match adjacent construction and painting the surface to match existing surface including texture.
- D. For floor pipe and duct penetrations through floors in mechanical rooms and wet locations (all rooms with water tap or connection, Parking ramps, kitchens, food service areas, pumping stations, swimming pools, chemical storage, storage of liquids or locations that can get wet by accident or failure of a component etc.), core drill opening and provide 1-1/2"x 1-1/2" x 1/8" galvanized steel angles fastened to floor surrounding the penetration or group of penetrations to prevent water from

getting to penetration. Provide urethane caulk between angles and floor and fasten angles to floor minimum 8" on center. Seal corners water tight with urethane caulk. Or, core drill sleeve opening large enough to insert schedule 40 sleeve and grout area around sleeve with hydraulic setting, non-shrink grout. If the pipe penetrating the sleeve is supported by a pipe clamp resting on the sleeve, weld a collar or struts to the sleeve that will transfer weight to existing floor structure. Size sleeve to allow insulation and paint the sleeve.

- E. PIPE SLEEVES:
  - 1. Provide galvanized sheet metal sleeves for pipe penetrations through interior and exterior walls to provide a backing for sealant or firestopping. Pipe sleeves in new poured concrete construction shall be schedule 40 steel pipe (sized to allow insulated pipe to run through sleeve), cast in place.
  - 2. Pipe sleeves are not required in interior non-rated drywall, plaster or wood partitions and sleeves are not required in existing poured concrete walls where penetrations are core drilled.
  - 3. Pipe sleeves in new poured concrete construction shall be schedule 40 steel pipe (sized to allow insulated pipe to run through sleeve), cast in place.
  - 4. Extend the top of sleeve 2 inch above the adjacent floor in piping floor penetrations located in the mechanical rooms and wet locations listed below. In finished areas sleeves shall be flush with rough floor.
- F. DUCT SLEEVES:
  - 1. Duct sleeves are not required in non-rated partitions or floors.
  - 2. Provide sleeve required for fire dampers in fire-rated partitions and floors.
- G. NON-RATED PENETRATIONS:
  - 1. Conduit Penetrations Through Below Grade Walls: In exterior wall openings below grade, use a modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the uninsulated conduit and the cored opening or a water-stop type wall sleeve.
  - 2. Conduit and Cable Tray Penetrations: At conduit and cable tray penetrations of non-rated interior partitions, floors and exterior walls above grade, use urethane caulk in annular space between conduit and sleeve, or the core-drilled opening.
  - 3. In exterior wall openings below grade, assemble rubber links of mechanical seal to the proper size for the pipe and tighten in place, in accordance with manufacturer's instructions.
- H. Do not pierce beams or columns without owner's permission and then only as directed in writing.
- I. No devices or materials shall be attached to non-structural or structural members or parts of the building without approval by owner. All items shall be attached to structurally stable building parts only. Provide all supporting devices as required for the installation of mechanical equipment and materials. All supports and installation procedures are to conform to the latest requirements of the ANSI Code for building piping. Do not hang any mechanical item directly from a metal deck or run piping so its rests on the bottom chord of any truss or joist. Fasteners depending on soft lead for holding power or requiring powder actuation will not be accepted.Support apparatus and material under all conditions of operation, variations in installed and operating weight of equipment and piping, to prevent excess stress, and allow for proper expansion and contraction.
- J. Provide all supporting steel required for the installation of mechanical equipment and materials, including angles, channels, beams, etc. to suspended or floor supported tanks and equipment. All of this steel may not be specifically indicated on the drawings.

#### **3.9. IDENTIFICATION**

- A. All labels shall be permanent, and machine generated. NO HANDWRITTEN OR NON-PERMANENT LABELS ARE ALLOWED.
- B. Identify all equipment with engraved name plates (White letters on a black background, 1/16 inch thick plastic laminate, beveled edges, screw mounting, Setonply Style 2060 by Seton Name Plate Company or Emedolite Style EIP by EMED Co., or equal by W. H. Brady).
- C. Identify interior piping with >1" stencils or snap-around pipe marker Equal to Seton Setmark not less than once every 25 feet, not less than once in each room, not less than once per 6' (or larger) section, adjacent to each access door or panel, and on both side of the partition where accessible piping passes through walls or floors. Place flow directional arrows at each pipe identification location. Label all pipes with name of loop and arrows for flow direction with permanent label. Mark pipes based on served system as "hot", "cold", and as "boiler", "chilled", "geothermal" and also as "glycol" or "water". All supply water shall be labeled per code as "potable" (green background / white letters) or "non-

potable" (yellow background / black letters). Label all gauges. Use one coat of black enamel against a light background or white enamel against a dark background.

- D. Provide all buried utilities, conduit and pipes with detectable underground warning tape, 5.0 mil overall thickness, 6" width, .0035" thick aluminum foil core with polyethylene jacket bonded to both sides. Color code tape and print caution along with name of buried service in bold letters on face of tape. Manufacturers: Thor Enterprises Magnatec or equal by Carlton, MSI Marking Services, Seton.
- E. Extend tape to surface at building entrances, meters, hydrants and valves. Where existing underground warning tape is broken during excavation, replace with new tape identifying appropriate service and securely spliced to ends of existing tape.
- F. All underground non-metallic sewers/mains and water services/mains shall be provided with tracer wire installations. Tracer wire installations shall conform with code. Tracer wire shall be continuous solid copper or steel plastic coated with split bolt or compression-type connectors.
- G. Identify valves with brass tags bearing a system identification and a valve sequence number. Use round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains, brass "S" hooks or one piece nylon ties around the valve stem, available from EMED Co., Seton Name Plate Company, or W. H. Brady. Valve tags are not required at a terminal device unless the valves are greater than ten feet from the device, located in another room or not visible from device. Provide a typewritten valve schedule and pipe identification schedule indicating the valve number and the equipment or areas supplied by each valve and the symbols used for pipe identification; locate schedules in mechanical room and in each Operating and Maintenance manual. Schedule in mechanical room to be framed under clear plastic.
- H. Identify balancing valves like valves above and in addition include balancing chart for the specific balancing valve and detail the setting and flow set at time of balancing.
- I. Label fire, smoke and combination fire smoke dampers on the exterior surface of ductwork directly adjacent to access doors using a minimum of 0.5 inch height lettering reading, "SMOKE DAMPER" or "FIRE DAMPER". Smoke and combination fire smoke dampers shall also include a second line listing the individual damper tag. The tags must be coordinated with the mechanical schedules. Utilize stencils or manufactured labels. All other forms of identification are unacceptable. All labels shall be clearly visible from the ceiling access point.
- J. Label all conductors. Size shall be appropriate for the conductor or cable size(s), outlet faceplate layout and patch panel design. All labels shall be self-laminating, white/transparent vinyl and be wrapped around the cable or sheath. Flag type labels are not allowed. The labels shall be of adequate size to accommodate the circumference of the cable being labeled and properly self-laminate over the full extent of the printed area of the label.

#### 3.10. TRAINING AND DEMONSTRATION

- A. The owner's facility staff (and occupants and service Contractors as needed), shall receive orientation and training on features, systems and equipment in this facility requisite with the complexity and criticality of the system and the owner's needs. Additional training requirements may be found in specific equipment sections. Owner may video-record all training sessions.
- B. Only training on equipment that is commissioned and works as designed and with approved Operations and Maintenance manual is acceptable. If system fails, training will be repeated.
- C. The Contractor shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed on all equipment per the Specifications. Unless otherwise required or approved, the training shall be given during regular business hours during a regular work week.
- D. Owner will be responsible for coordinating and approving the content and adequacy of the training.
- E. Training team shall consist of, as needed and at the discretion of the owner, the installing technician, installing Contractor and the appropriate trade or manufacturer's representative on each major piece of equipment. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment as installed in this project is required by the person training. If owner determines training was not adequate, it will be repeated in improved form.
- F. Follow the outline in the table of contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference. Training Shall Include the Following:
  - 1. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
  - 2. A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, and special tools needed and spare parts inventory suggestions. The

training shall include start-up, operation in all modes possible, shutdown, seasonal changeover, as applicable, and any emergency procedures.

- 3. Discussion of relevant health and safety issues and concerns.
- 4. Discussion of warranties and guarantees.
- 5. Common troubleshooting and maintenance issues, problems and solutions.
- 6. Explanatory information included in the O&M manuals and the location of all related plans and manuals in the facility.
- 7. Discussion of any peculiarities of equipment installation or operation.
- G. The format and training agenda in The HVAC Commissioning Process, ASHRAE Guideline 1 is recommended, as applicable.
- H. Hands-on training shall include start-up, operation in all modes possible, including manual, shutdown and any emergency procedures and preventative maintenance for all pieces of equipment.
- I. Training shall occur after functional testing and piping and equipment labeling are complete unless approved otherwise by Owner.
- J. HVAC CONTROL SYSTEMS:
  - 1. For the primary HVAC equipment, the controls Contractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others.
  - 2. The standard operating manual for the system and any special training manuals shall be provided for and retained by each trainee. In addition, the system technical manual shall be demonstrated during training. Manuals shall include detailed description of the subject matter for each session. The manuals shall cover all control sequences and have a definitions section that fully describes all relevant words used in the manuals and in all software displays.
  - 3. The trainings will be tailored to the needs and skill-level of the trainees and be oriented to the specific system installed in this project.
  - 4. There shall be three training sessions:
  - 5. Training I Control System: The first training shall be 4 hours in length.
  - 6. Training II Building Systems: The second session shall be held on-site for a period of 12 hours of actual hands-on training after the completion of system commissioning. The session shall include instruction on:
  - a. A review of the as-built drawings and O&M manuals, a walk-through of the facility to identify control panels and device locations.
  - b. Specific hardware configuration of installed systems in this building and specific instruction for operating the installed system, including HVAC systems, lighting controls and any interface with security and communication systems.
  - c. Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing set points and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
  - d. All trending and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends. Trainees will actually set-up trends in the presence of the trainer.
  - e. Every screen shall be completely discussed, allowing time for questions.
  - f. Use of keypad or plug-in laptop computer at the zone level.
  - g. Use of remote access to the system via phone lines or networks.
  - h. Setting up and changing an air terminal unit controller.
  - i. Graphics generation.
  - j. Point database entry and modifications.
  - k. Understanding FMCS field panel operating programming (when applicable).
  - 7. Training III Deferred On-Site: The third training will be conducted on-site 6 months after occupancy and consist of 8 hours of training in one session. The session will be structured to address specific topics that trainees need to discuss and to answer questions concerning operation of the systems.
- K. FIRE ALARM SYSTEM:
  - 1. Provide 2 hours of training to operate primarily, Level 1 and Level 2 system operators / users.
  - 2. A 2 hour session for the purpose of training personnel who will need to administrate and maintain the system. This training session shall familiarize these "power-users" with High-Level functions,

and shall also familiarize Electrical Department personnel with an overview of the as-built drawings and equipment configuration / basic troubleshooting.

- 3. The above training shall include, but not be limited to, providing and reviewing all programming software, access codes, and licenses that allow the Owner to add or to delete any points (i.e.: The mapping of devices), and to change a heat detector to a smoke detector. To meet this requirement, provide the necessary configuration and/or access code (hardware and/or software key). If the Vendor can not meet this requirement, the product is not acceptable
- L. Testing Adjusting and Balancing: The Contractor shall have the following special training responsibilities relative to the testing, adjusting and balancing (TAB) work:
  - 1. The TAB technician shall meet with facility staff after completion of TAB and instruct them on the following:
  - a. Go over the final TAB report, explaining the layout and meanings of each data type.
  - b. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
  - c. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
  - d. Discuss any temporary settings and steps to finalize them for any City-furnished, City-installed equipment.
  - e. Other salient information that may be useful for facility operations, relative to TAB.

### 3.11. TESTS, PUNCH LIST AND FINAL ACCEPTANCE

- A. The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the Contract Documents, shall be ready in all respects for use by onwer and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.
- B. Contractor shall make all necessary adjustments and replacements affecting the work, which is necessary to fulfill owner's requirements and to comply with the directions and recommendations of the manufacturer of the several pieces of equipment, and to comply with all codes and regulations, which may apply to the entire installation. Contractor shall also make all required adjustments to comply with all provisions of the drawings and specifications.
- C. Prior to acceptance, all elements of operating equipment, including those of mechanical nature and those that slide, swing, turn, or are intended to move in any way and those of an electrical nature, shall be given an operating test to assure to the satisfaction of owner that such equipment operates as required. Contractor shall make all adjustments, replacements, and such other modifications as needed. If it is necessary to run equipment in order to complete the work, for periods that exceed the manufacturer's recommended maintenance interval, the Contractor will provide such required maintenance at no additional cost to owner.
- D. Notice that the work is ready for final inspection and acceptance shall be given after the Contractor has carefully inspected all portions of the work, has reviewed in detail the drawings and specifications, and that to the best of the Contractor's knowledge all conditions of the contract documents have been fulfilled. The owner and the Contractor shall make a joint inspection of the work and owner will issue a punchlist.
  - 1. Multiple punch lists can be submitted and neither punchlist may be considered final. Punchlist can be submitted throughout the entire warranty period.
  - 2. If Contractor fails to perform required corrective work in less than 30 days upon receipt of punch list by Contractor, owner can perform corrections or hire a separate contractor and charge the Contractor the full cost.
  - 3. Contractor shall advice owner that the necessary work has been performed. If punch list items were not resolved and the work was not performed in less than 30 days upon receipt of punch list by Contractor, the Contractor shall be required to compensate the owner for additional site visits of project manager, design professional and other related staff at a rate of \$ 100/hour plus mileage. The amount shall be paid to the owner prior to processing the final payment. Payment may be processed as deductive change order.
- E. After deficiencies, if any, have been corrected or accounted for, and after all work is satisfactorily complete, the City will accept the work; and Notice of Completion will be filed by owner. The contractor shall test equipment before claiming completion. Prior to final acceptance, filing of the Notice of Completion or processing of final payment, the following shall be done and submitted reviewed and accepted by owner:

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

#### 3.12. CLEANING

- A. The construction site shall be kept in clean and safe manner. The Contractor shall clean up and remove from the premises, on a daily basis accumulation of surplus materials, rubbish, debris and scrap and shall repair all damage to new and existing equipment resulting from its work. When job is complete, this Contractor shall remove all tools, excess material and equipment, etc., from the site. Contractors or subcontractors found to be in violation may be required to leave the jobsite until their staff is trained in orderly, clean and safe construction site work. Clean and safe construction site includes but is not limited to:
  - 1. All trades keep a separate and neat area for material, equipment etc.
  - 2. Equipment and material not needed anymore is removed from the jobsite
  - 3. Demolition material and equipment is removed from jobsite daily
  - 4. All material and equipment is sorted and stored properly
- B. Spreading of dirt, dust and other construction related material must be kept to a minimum. Occupied and work areas must be separated by seals. Such seals shall be inspected and repaired frequently as needed to ensure proper sealing at all times.
- C. Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris deposited as a result of this operation. Protect surrounding area from dust. Control rodents, and other vermin associated with demolition operations.
- D. All installed items shall be cleaned at time of installation, and all lens exteriors shall be cleaned just prior to final inspection. Equipment shall be thoroughly cleaned of all stains, paint, spots, dirt and dust. All temporary labels not used for instruction or operation shall be removed. Dust, dirt and other foreign matter shall be removed completely from all internal surfaces of all mechanical and electrical units, cabinets, ducts, pipes, etc. Dirt, soil, fingerprints, stains and the like, shall be completely removed from all exposed finished surfaces.
- E. Contractor shall wash all glass immediately prior to the occupancy of this project. Work shall include the removal of labels, paint splattering, glazing compound and sealant. Surfaces shall include mirrors and both sides of all glass in windows, borrowed lights, partitions, doors and sidelights. In addition to the above, the Contractor shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, washing, waxing and polishing required within the technical sections of the specifications governing work under this Contract. The Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc., so as to put the project in a complete and finished condition ready for acceptance and use intended.
- F. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the owner reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

### END OF SECTION

# **APPENDIX A - WASTE MATERIALS ESTIMATING SHEET**

\_\_\_\_

Instructions: Use as many sheets as needed.

PROJECT TITLE: \_\_\_\_\_\_ COMPANY: \_\_\_\_\_ DATE: \_\_\_\_

|          |             | Total Amount Generated |           | Amount Recycled |           | Amount Salvaged |           | Amount Sent to Landfill |           |
|----------|-------------|------------------------|-----------|-----------------|-----------|-----------------|-----------|-------------------------|-----------|
| Material | Destination | Tons                   | Cu<br>Yds | Tons            | Cu<br>Yds | Tons            | Cu<br>Yds | Tons                    | Cu<br>Yds |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
|          |             |                        |           |                 |           |                 |           |                         |           |
| Tatal    |             |                        |           |                 |           |                 |           |                         |           |
| Total    |             |                        |           |                 |           |                 |           |                         |           |

### **APPENDIX B - LANDFILL LOG**

Instructions: Use as many sheets as needed. Project Title: \_\_\_\_\_\_ Company: \_\_\_\_\_\_ Log Dates: \_\_\_\_\_ through \_\_

| Date  | Destination | Cubic Yards Land filled | Tons Land filled |
|-------|-------------|-------------------------|------------------|
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
|       |             |                         |                  |
| Total |             |                         |                  |

# **APPENDIX C - WASTE DIVERSION LOG**

Instructions: Use as many sheets as needed. Project Title: \_\_\_\_\_\_ Company: \_\_\_\_\_\_ Log Dates: \_\_\_\_\_ through \_\_\_\_

| Material | Date |             |          |          |      | (0          |      |
|----------|------|-------------|----------|----------|------|-------------|------|
|          |      | nation      | ged      | cled     |      | Yard        |      |
|          |      | Destination | Salvaged | Recycled | Tons | Cubic Yards | Cost |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
|          |      |             |          |          |      |             |      |
| Total    |      |             |          |          |      |             |      |

# SECTION 07 5323 ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING (EPDM)

# PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Project Name: Yahara Facility Improvements- Roof Replacement, Roofs 3&4.
- B. EPDM membrane roofing system, including all components specified.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at http://manual.fsbp.com.
- D. Commencement of work by Contractor shall constitute acknowledgement by Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.
- E. Project requirements includes complete removal and disposal of existing roof system including membranes, flashings, insulations, fasteners, base tie-ins, metal flashings, etc. Exposed deck shall be inspected for damage, and reported to owners representative prior to installing new system.

### 1.02 REFERENCE STANDARDS

A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.

### 1.03 SUBMITTALS

- A. See Section 01 0000 Part 1 D3 1.15 for SUBMITTALS, for submittal procedures.
- B. Product Data:
  - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- C. Samples: Submit samples of each product to be used.
- D. Shop Drawings: Provide:
  - 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, curbs, roof edges, terminations, expansion joints, penetrations, and drains.
  - 2. For tapered insulation, provide project-specific layout and dimensions for each board.
- E. Executed Warranty.

### 1.04 DELIVERY, STORAGE AND HANDLING

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

### 1.05 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone Limited Warranty covering membrane, roof insulation, and other indicated components of the system, for the term indicated.
  - 1. Limit of Liability: No dollar limitation.

- 2. Scope of Coverage: Repair leaks in the roofing system caused by:
  - a. Ordinary wear and tear of the elements.
  - b. Unintentional damage due to normal rooftop inspections, maintenance, or service.
  - c. Manufacturing defect in Firestone brand materials.
  - d. Defective workmanship used to install these materials.
  - e. Damage due to winds up to 55 mph (88 km/h).
- 3. Not Covered:
  - a. Damage due to winds in excess of 55 mph (88 km/h).
  - b. Damage due hurricanes or tornadoes.
  - c. Hail.
  - d. Intentional damage.

### PART 2 PRODUCTS

### 2.01 MANUFACTURERS

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

### 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Ethylene-propylene-diene-monomer (EPDM) single-ply membrane.
  - 1. Membrane Attachment: Fully adhered.
  - 2. Warranty: Full system warranty; Firestone 30 year Platinum Limited Warranty covering membrane, roof insulation, and membrane accessories.
  - 3. Slope: Deck is sloped but not enough; provide additional slope of 1/8 inch per foot (1:96) by means of tapered insulation.
  - 4. Comply with applicable local building code requirements.
- B. Roofing System Components: Listed in order from the top of the roof down:
  - 1. Membrane: Thickness: 90 mil Black EPDM.
  - 2. Base Sheet Over Insulation: Mechanically attached.
  - 3. Insulation:
    - a. Maximum Board Thickness: 3 inches (75 mm); use as many layers as necessary; stagger joints in adjacent layers.
    - b. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on bottom.
    - c. Top Layer: Polyisocyanurate foam board, non-composite; mechanically fastened.

d. Crickets: Tapered insulation of same type as specified for top layer; slope as indicated.

### 2.03 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black, cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:
  - 1. Reinforcement: None; membrane complying with ASTM D4637 Type I.
  - 2. Thickness: 0.090 inch (2.2 mm).
  - 3. Nominal Thickness Tolerance: Plus/minus 10 percent.
  - 4. Acceptable Product: RubberGard Platinum EPDM Membrane by Firestone.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized EPDM rubber, complying with ASTM D4811 Type II, and with the following properties:
  - 1. Thickness: 0.055 inch (1.4 mm).
  - 2. Acceptable Product: RubberGard EPDM FormFlash by Firestone.
- D. Self-Adhesive Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam Flashing by Firestone.
- E. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes; Firestone EPDM Pipe Flashing.
- F. Self-Adhesive Lap Splice Tape: 35 mil (0.9 mm) EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer; QuickSeam Splice Tape by Firestone.
- G. Splice Adhesive: Synthetic polymer-based, formulated for compatibility with EPDM membrane and metal surfaces; SA-1065 Splice Adhesive by Firestone.
- H. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive; QuickPrime Plus by Firestone.
- I. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges of membrane at seams; Lap Sealant HS by Firestone.
- J. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- K. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Firestone.
- L. Metal Plates and Strips Used for Fastening Membrane and Insulation: Steel with Galvalume coating; corrosion-resistance meeting FM 4470 criteria.
- M. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.

### 2.04 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: As indicated elsewhere.
  - 2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
    - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  - 3. R-Value (LTTR):
    - a. 1.0 inch (25 mm) Thickness: 6.0, minimum.
    - b. 1.25 inch (32 mm) Thickness: 7.5, minimum.
    - c. 1.5 inch (38 mm) Thickness: 9.0, minimum.
    - d. 1.75 inch (44 mm) Thickness: 10.5, minimum.
    - e. 2.0 inch (51 mm) Thickness: 12.1, minimum.
    - f. 3.0 inch (76 mm) Thickness: 18.5, minimum.

- g. 4.0 inch (102 mm) Thickness: 25.0, minimum.
- 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
- 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
- 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
- 7. Acceptable Product: ISO 95+ GL Polyisocyanurate Insulation by Firestone.
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

### **PART 3 INSTALLATION**

### 3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### 3.02 EXAMINATION

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

#### 3.03 PREPARATION

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

### 3.04 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).

### 3.05 SINGLE-PLY MEMBRANE INSTALLATION

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

#### 3.06 FLASHING AND ACCESSORIES INSTALLATION

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

- 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
- 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

### 3.07 FINISHING AND WALKWAY INSTALLATION

A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

### 3.08 FIELD QUALITY CONTROL

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

### 3.09 CLEANING

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

#### 3.10 PROTECTION

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

### END OF SECTION

### SPECIFICATIONS FOR VENTILATED ROOF INSULATION

### 1) <u>GENERAL</u>

01) WORK INCLUDES

A) This work shall consist of covering Roofs 4 & 5 as indicated on the drawings with ventilated roof insulation.

NOTE: The insulated nail base for roofs 3 & 6 shall be composed of tapered polyiso insulation 1  $\frac{1}{2}$ " x 1  $\frac{1}{2}$ " wooden spacer blocks with 5/8" OSB sheeting as shown on the plans. This shall be field constructed and is not applicable to this section.

- 02) RELATED WORK
  - A) Section 07310 --- Asphalt shingles
- 03) SYSTEM DESCRIPTION
  - A) Description of system:
    - (1) The ventilated roof insulation shall be a preassembled panel consisting of one layer of 5/8" oriented strand board, built-in ventilation space maintained by 1" wood spacers blocks, and isocyanurate insulation on the bottom.
    - (2) The Long Term Thermal Resistance (LTTR) R-Value of the ventilated roof insulation shall be no less than 26.8 for foam only.
    - (3) Wood panel edges shall be rabbetted to allow the foam edges to fit together while providing clearance between the wood sheathing on adjoining panels.
    - (4) Foam sides and ends shall have a machined tongue and groove profile to reduce heat loss at the joints
  - B) Performance Requirements
    - (1) The wood spacer blocks shall not exceed 8% of the panel area and shall leave 50% open for lateral (across the slope) ventilation. Spacer blocks shall not be over 12" apart in either direction.
    - (2) The vent space shall provide a minimum of 10 sq. in. of Net Free Area per lineal foot of insulation along the 8' edge after deducting for the spacer blocks.
    - (3) The foam insulation shall have a Flame Spread Rating of 40-60.
- 04) QUALITY ASSURANCE
  - A) The ventilated insulation shall be classified by Underwriters Laboratories Inc. as a shingle decking accessory for use with any Class A, B or C asphalt glass mat or asphalt organic shingle. Each bundle of ventilated panels shall bear an Underwriter Laboratory's label. If applicable FSC Chain-of-Custody procedure will apply
- 05) SUBMITALS
  - A) The following will be submitted to the architect for approval:
    - (1) Copies of the manufacturer's product information and installation instructions
    - (2) A sample with the edge profile specified and large enough to show the actual lateral spacing of the vent space supports
    - (3) A manufacturer's dimensioned drawing showing how the 50% lateral ventilation is achieved
    - (4) Calculations of spacer block percentage of panel area and the Net Free Area per Lin. Ft. of insulation after deducting for spacers.
- 06) DELIVERY AND STORAGE
  - A) The ventilated insulation shall be protected in the transit by plastic covers and by truck tarps. When material is stored at the jobsite, a reasonably level, drained storage area shall be provided. The insulation shall rest on firm blocking and shall be covered with tarps.
- 07) SEQUENCING/SCHEDULING
  - A) Erection of the ventilated insulation shall be coordinated with the roofing subcontractor so the roofing is applied as soon as possible after insulation is in place.

### 2) PRODUCTS

- 01) Products shown below are acceptable provided they meet the requirements of this specification:
  - A) Vent-Top ThermaCal 1 ® by Cornell Corporation, Cornell, WI
  - Tele: (715)239-6411Fax: (800)267-8368www.cornellcorporation.com
  - B) Cornell SIP Fasteners as required per the appropriate fastener pattern.

# 3) EXECUTION

- 01)
  - A) The structural roof deck shown in the plans shall be smooth and level and free of water or debris before the ventilated insulation is installed.
- 02)
  - A) Installation shall follow the manufacturer's written installation instructions.
  - B) Fasten with Cornell SIP Fasteners to the supporting roof decks 4 & 5 per manufacture instructions. Important, carefully choose fasteners at to provide adequate depth penetration into the wooden deck without going through.
  - C) Protect ventilated insulation work from exposure to moisture damage and deterioration, primarily by prompt installation of the roofing, sheet metal and waterproofing work

### END OF SECTION

### ASPHALT SHINGLED ROOF SPECIFICATION

#### PART 1 GENERAL SECTION

- A. Asphalt roofing shingles.
- B. Leak barrier and deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic Ventilation.

### 1.02 SUBMITTALS

A. Submit copies of manufacturer's product data sheets, warranty, detail drawings and samples for each type of roofing product.

#### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, self-adhering leak barrier, starter strips, ridge cap shingles and ventilation by a single manufacturer in order to obtain the specified warranty.
- B. Installer Qualifications: Installer must be approved by the manufacturer at the proper level for installation of all roofing products that are to be installed under this section in order to obtain the specified warranty. For the GAF-Elk roofing system the installer must have GAF Master Elite status. For other roofing systems the installer must have an equivalent qualification.
- C. Manufacturer Inspection: Provide for a manufacturer's factory representative to inspect the installation of the shingles and core accessory products in compliance with the manufacturer's warranty as in conformance with GAF Golden Pledge warranty or pre-approved equal.

#### 1.04 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.
- D. Obtain all necessary building permits.
- E. The contractor shall be responsible for meeting all the requirements of the Madison General Ordinance, Chapter 10, Section 10.185, Recycling and Reuse of Construction and Demolition Debris, for commercial buildings.

#### 1.05 PRE-CONSTRUCTION MEETING

- A. A pre-construction meeting shall take place prior to the start of the roofing installation. The contractor and any subcontractors will be required to attend.
- B. Attendees: Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.
- C. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, site product storage, scheduling, weather considerations, project duration, and requirements for the specified warranty.
- 1.06 DELIVERY, STORAGE, AND HANDLING
  - A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
  - B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
  - C. Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.

D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

### 1.07 WEATHER CONDITIONS

A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with the manufacturer's recommendations

### 1.08 WARRANTY, MINIMUM REQUIREMENTS

Provide a manufacturer's forty (40) year written warranty to the City of Madison that Α. includes a minimum of twenty (20) years non-prorated protection, where the manufacturer is responsible for the contractor's workmanship for 20 years and the contractor is required to be certified by the manufacturer. For the GAF roofing system this certification would be the Master Elite status. Other pre-approved roofing systems would require an equivalent certification. This warranty shall includes the cost of labor to remove, disposes and replace part or all of the defective shingled roofing system that affects performance, including replacement of any or all manufacturer products and component due to material defect or workmanship by the contractor. This coverage includes a minimum of six (6) manufacturer products that composes the complete roofing system required to achieve the specified manufacturer warranty system. This includes shingles, underlayment, self-adhering leak barrier, starter strips, ridge cap shingles and ventilation. The Contractor shall provide and install all additional products, materials not specifically mentioned as required by the manufacturer's recommendation and/or system guarantee instructions, to obtain complete guarantee coverage for the project as required by this specification. The Contractor shall acquire current proof of manufacturer certification for the products to be installed on the project and submit such dated certification status to the City along with the product submittal package. The roofing system shall be installed such as to obtain the maximum wind speed rating of 130 mph.

### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

A. Acceptable Manufacturer:

GAF Materials Corporation, 1361 Alps Road Wayne NJ, 07470, www.gaf.com.

Roofing systems manufactured by the companies listed below are acceptable provided they are completely equivalent or better in materials and warranty conditions: CertainTeed Corporation, P.O. Box 860 Valley Forge, PA 19482, 800.233.8990

#### 2.02 SHINGLES

A. Heavyweight, granule surfaced, self sealing asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5 5/8" exposure. Features GAF patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; CSA 123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval. Timberline® Ultra® High Definition Shingles, by GAF or pre-approved equal.
1. Color: As selected from manufacturer's full range.

#### 2.03 HIP AND RIDGE SHINGLES

- A. High profile self-sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 20 lineal feet. **Timbertex®** Premium Ridge Cap Shingles, by GAF or pre-approved equal.
- 2.04 STARTER STRIP

- A. Self-sealing starter shingle designed for all roof shingles. Each bundle covers approx.
   60/120 lineal feet (18288/36576 mm). ProStart<sup>™</sup> Starter Strip by GAF or pre-approved equal.
- 2.05 LEAK BARRIER
  - A. Self-adhering, self-sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Each Roll contains approx. 150 sq ft, 65 lbs (29.9 kg), 36" X 50' or 200 sq ft, 85 lbs (38.6 kg), 36" X 66.7'. 58 mils thick. WeatherWatch®, by GAF or pre-approved equal.
- 2.06 SHINGLE UNDERLAYMENT
  - A. Premium, water repellant, breather type non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Approved by Dade Country, Florida Building Code, and has a pending ICC Report Approval. Deck-Armor<sup>™</sup> Premium Breathable Roof Deck Protection, by GAF or pre-approved equal.
- 2.07 ROOFING SEALANT
  - A. General-purpose asphalt roofing cement meeting the requirements of ASTM D 4586, Type I or II. Matrix Standard Plastic Roof Cement #203, by BMCA or pre-approved equal
  - B. General-purpose asphalt roofing cement meeting the requirements of ASTM D 4586, Type I or II. Matrix Standard Wet/Dry Roof Cement #204, by BMCA or pre-approved equal
  - C. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.
- 2.08 ATTIC VENTILATION
  - A. Roof ventilation shall be achieved utilizing passive ventilation products. Exhaust ventilation shall be achieved by using Cobra® Snow Country<sup>™</sup> ridge vent providing 18.0 sq inches Net Free Ventilation Area per lineal foot. Cobra® Snow Country<sup>™</sup> ridge vent shall be installed at all ridge tops as indicated on the plans.
  - B. For roofs 1&2 the existing intake ventilation at the soffit shall be utilized. No changes will be required.
  - C. Roofs 3 & 6 shall not require ventilation since the roofing material shall be a 90 mil black single ply EPDM membrane. These roof sections shall be modified to provide soffit ventilation for the asphalt shingled roofs 4 & 5.
  - D. Presently, roofs 4, and 5 are not ventilated and shall receive ThermaCal 1 ventilated roofing panels that will be integrated with soffit vent modifications at roofs 3 & 6 to achieve a properly ventilated roof.
  - 2.09 NAILS
    - A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, barbed or deformed shank, with heads 3/8 inch (9.5 mm) to 7/16 inch (11 mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19 mm) or through plywood or oriented strand board by at least 1/8 inch.

### 2.10 METAL FLASHING/EAVE EDGE FLASHING

- A. Metal flashing and eave edge flashing shall be removed and replace with like kind and color as applicable.
- B. Drip edge shall be a minimum 24 gauge galvanized sheet metal prefinished with Kynar and brake formed to provide details as shown on the plans. Furnish in 8' or 10'lengths. Color: color to be determined from manufacture full range of colors.
- C. Valley flashing, 24 gage galvanized sheet metal with Kynar paint finish, complying with ASTM A653/A 653M, G90/Z275.

### 2.11 METAL GUTTER AND DOWNSPOUTS

A. All of the existing metal gutters and downspouts shall be removed and replaced with gutter and downspouts as indicated on plans. Downspouts shall have a cross sectional area of 4"X4. Vertical sections shall be open type.

B. 24 gauge hot-dip galvanized steel sheet with full strength Kynar paint finish, complying with ASTM A 653/A 653M, G90/Z275. Color: to be selected from manufacturer standard color range.

### PART 3 EXECUTION

- 3.01 EXAMINATION
  - A. Do not begin installation until the roof deck has been properly prepared.
  - B. If roof deck preparation is the responsibility of another installer, notify the project manager of unsatisfactory preparation before proceeding.

#### 3.02 PREPARATION

- A. Remove all existing roofing down to the roof deck including eave edge metal flashing and metal valley flashing.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25 mm) in diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas.
- C. Replace damaged deck and fascia with new materials. The contractor shall mark all areas that are recommended to be replaced. The project manager must approve before proceeding with the replacement. **Bidder shall include unit prices per square foot for deck replacement:**

For roof 1 &2 the deck is constructed of the 3/4" exterior grade plywood sheeting.

For roofs 3, 4, 5 and 6 the deck is constructed of 2'x6" tongue and grove lumber. The contractor shall replace with like kind material.

The final contract amount will be the contract amount adjusted by the actual amount of removal and replacement of decking required.

D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

### 3.03 INSTALLATION OF UNDERLAYMENTS

#### A. General:

1. Install using methods recommended by manufacturer, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

- B. Eaves:
  - 1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at the top of the flange.
  - Manufacturer's workmanship coverage shall require eaves protection membrane up the slope from eaves edge at least a full 96 inches or to at least 24 inches (610 mm) beyond the interior "warm wall", whichever is greater. Lap ends 6 inches (150 mm) and bond
- C. Valleys:
  - 1. Install eaves protection membrane/leak barrier at least 92 inches wide and centered on the valley. If the distance from the valley to the hip is less than 50 inches then the membrane shall extend to the hip. Lap ends 6 inches (150 mm) and seal.
  - 2. Where valleys are indicated to be "open valleys", install metal flashing over eaves protection membrane before roof deck underlayment is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.
- D. Roof Deck:

- 1. Install one layer of roof deck underlayment over the entire area not protected by eaves or valley membrane. Install sheets horizontally so water sheds and nail in place.
- On roofs sloped at more than 4 in 12, lap horizontal edges at least 3 inches (76 mm) and at least 6" inches (152 mm) on end laps and offset from adjacent end laps by 3' (914mm). Along eave edges completely cover leak barrier protection and install on to the non corrosive metal edge.
- 3. On roofs sloped between 2 in 12 and 4 in 12, overlap a full 28.5" over the underlying course. Continue up the roof using 25.5" (648mm) exposure. Overlap12" (305mm) at the end lap and offset the adjacent end lap by 6'.Standard application for low slope requires deck protection to have seams taped with butyl adhesive based tape or waterproof cloth duct tape.
- E. Shingle Underlayment Application:
  - 1. Shingle underlayment shall be installed over a clean, dry deck.
  - 2. Install leak barrier at eaves, valleys, rakes, skylights, dormers and other vulnerable leak areas.
  - 3. Lay shingle underlayment over deck and overlap 3" at side laps and 6" at end laps.
  - 4. For exposure to rain or snow, overlap 12" at end laps.
  - 5. For side and end laps: fasten shingle underlayment 12" o.c. (6"o.c. for high wind areas). Fasten Deck Armor or equivalent underlayment with plastic cap nails or staples with plastic caps in accordance with appropriate installation instructions.
  - 6. For middle of the roll: fasten shingle underlayment 24" o.c. (12" o.c. for high wind areas).
  - 7. For exposure to rail or snow, completely cover all side laps, end laps and fasteners with tape.
  - 8. For long-term exposure see complete shingle underlayment installation instructions for side lap detail.
  - 9. If roof may be exposed to high winds, apply tape over all fasteners at the center of the roll to prevent rain or snow from entering at the fasteners.
  - For slopes less that 2:12, a double application of shingle underlayment is required. See complete underlayment (Deck-Armor or equivalent) installation instructions for more information.
- F. Penetrations:
  - 1. Vent pipes: Install a 24 inch (610 mm) square piece of leak barrier protection membrane lapping over roof deck underlayment; seal tightly to pipe.
  - Vertical walls: Install leak barrier protection membrane extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
  - 3. Skylights, curbs and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches (305 mm) on to the roof surface lapping over roof deck underlayment.
  - 4. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
  - 5. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (50 mm) and seal with plastic cement; secure with nails. Provide maximum wind resistance as required elsewhere by installing manufacturers starter with factory adhesive run vertically up the full length of the rake edge. Position the starter so that it overlaps the eave edge starter at least 3"(76mm). Nail vertically along a line 1 ½" to 3" in from the rake edge.
- 3.04 INSTALLATION OF SHINGLES
  - A. General:

- 1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- 2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
- 3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
- B. PLACEMENT AND NAILING:
- 1. Secure with 6 nails per shingle per manufacturer's instructions or local codes so as to meet manufacturer's requirements for 130 mph wind warranty. (Also see manufacturer's requirement to run starter with factory adhesive entire vertical length of rake edge.
- 2. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
- 3. Nails must be driven flush with the shingle surface. Do not overdrive or underdrive the nails.
- 4. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
- C. VALLEYS
- 1. Install valleys using the "open valley" method:
  - a) Snap diverging chalk lines on the metal flashing, starting at 3 inches (75 mm) each side of top of valley, spreading at 1/8 inch per foot (9 mm per meter) to the eaves
  - b) Use metal flashing gauge for valley as previously specified. Replace metal flashing with like kind material.
  - c) Place nails so that nail heads hold the metal in place. Do not puncture the metal with the nail.
  - d) Run shingles to chalk line. Cover the metal 4" minimum for sealing. Clip the shingle corner and seal ends in plastic roof cement to keep water flow from running under the shingle and to direct toward the valley center.
  - e) Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12 inches (305 mm) wide.
  - f) Apply a 2 inch (50 mm) wide strip of plastic cement under ends of shingles, sealing them to the metal flashing.
- D. PENETRATIONS
- 1. All Penetrations are to be flashed according to manufacturers, ARMA and NRCA application instructions and construction details.

#### 3.05 VENTILATION

Β.

- A. General
  - 1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements. Roof Exhaust Vent:
    - 1. Install three (3) mechanical ventilators center between trusses per locations as indicated in the plans.
    - 2. Install accordance to manufactured recommendations.
    - 3. Provide electrical power and controls so that all ventilators are energized by a single humidistat/thermostat. Remove any unused existing electrical circuits
    - 4. Remove existing ridge vent and replace the opening with 5/8" plywood. Remove additional decking around existing opening to ensure this patching meets building span codes for roof decks for minimum width of plywood.
- 3.06 PROTECTION
  - A. Protect installed products from foot traffic until completion of the project.
  - B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION

# SECTION E: BIDDERS ACKNOWLEDGEMENT

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

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.

- 2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- 3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- 4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- 5. I hereby certify that all statements herein are made on behalf of (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_\_

| a partnership consisting of |  | ; an individual trading as       |
|-----------------------------|--|----------------------------------|
|                             | ; of the City of   | Štate                            |
| . (                         | (h + ( ) h + ( ) + ( + ( ) + ( | and the second state Day and all |

of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Notary Public or other officer authorized to administer oaths) My Commission Expires

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

# SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

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. On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project (1) 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. The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, (2) 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) vears (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 Citv State Zip Code Name of Business Zip Code Street Address or P O Box City State 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

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

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

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

# **Best Value Contracting**

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

# **SECTION G: BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT \_\_\_\_\_\_\_\_(a corporation of the State of \_\_\_\_\_\_\_) (individual), (partnership), hereinafter referred to as the "Principal") and \_\_\_\_\_\_\_, a corporation of the State of \_\_\_\_\_\_\_ (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:

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

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

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

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

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

| Principal      | Date |
|----------------|------|
|                |      |
|                |      |
|                |      |
|                |      |
| Name of Surety |      |
|                |      |
|                |      |

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

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall 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.

# **Certificate of Biennial Bid Bond**

| TIME PERIOD - VALID (FROM/TO) |  |
|-------------------------------|--|
|                               |  |
| NAME OF SURETY                |  |
| NAME OF CONTRACTOR            |  |
|                               |  |
| CERTIFICATE HOLDER            |  |
| City of Madison, Wisconsin    |  |

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

Signature of Authorized Contractor Representative

Date

# **SECTION H: AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Fourteen between \_\_\_\_\_\_ 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 \_\_\_\_\_\_, 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:

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 \_\_\_\_\_\_(\$\_\_\_\_) 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 unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"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, gender identity, 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Affirmative Action Division Manager.

#### 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. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

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:

|   |                 | Company Name         |      |      |
|---|-----------------|----------------------|------|------|
| Witness   | Date            | President            |      | Date |
| Witness   | Date            | Secretary            |      | Date |
| CITY OF MADISON, WISCONSIN  |                 |                      |      |      |
| Provisions have been made to pa that will accrue under this contract. | y the liability | Approved as to form: |      |      |
| Finance Director  |                 | City Attorney        |      |      |
| Signed this day   | y of            |                      | , 20 |      |
| Witness   |                 | Mayor                |      | Date |
| Witness   |                 | City Clerk           |      | Date |

# SECTION I: PAYMENT AND PERFORMANCE BOND

| KNOW ALL MEN BY THE | SE PRESENTS, that we |     |
|---------------------|----------------------|-----|
| as                  | principal,           | and |

Company of \_\_\_\_\_\_as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of \_\_\_\_\_\_(\$\_\_\_\_) 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:

# YAHARA HILLS FACILITY IMPROVEMENTS-ROOF REPLACEMENT CONTRACT NO. 7286

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 | day of                   |      |
|------------------------|--------------------------|------|
| Countersigned:         | Company Name (Principal) |      |
|                        |                          |      |
| Witness                | President                | Seal |
| Secretary              |                          |      |
| Approved as to form:   | Questa                   | Caal |
|                        | Surety                   | Seal |
| <u></u>                | By                       |      |
| City Attorney          | Attorney-in-Fact         |      |

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. \_\_\_\_\_\_ for the year 20\_\_\_\_\_, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent Signature

# 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: 01/06/2014 Amended On: 02/28/2014

| DETERMINATION NU | MBER: 201400001   |
|------------------|---|
| EXPIRATION DATE: | Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. 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 AGE  | ICY: 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:        | <ul> <li>Time and one-half must be paid for all hours worked:</li> <li>over 10 hours per day on prevailing wage projects</li> <li>over 40 hours per calendar week</li> <li>Saturday and Sunday</li> <li>on all of the following holidays: January 1; the last Monday in May; July 4;<br/>the 1st Monday in September; the 4th Thursday in November; December 25;</li> <li>The day before if January 1, July 4 or December 25 falls on a Saturday;</li> <li>The day following if January 1, July 4 or December 25 falls on a Sunday.</li> <li>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.</li> <li>A DOT Premium (discussed below) may supersede this time and one-half requirement.</li> </ul> |
| 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, whevenever 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 journeyperson'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   |   |   |                    |
|-------------|--|---|---|--------------------|
| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 101         | Acoustic Ceiling Tile Installer  | 30.48                                       | 15.90                                     | 46.38              |
| 102         | Boilermaker<br>Future Increase(s):<br>Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on<br>01/01/2016  | 32.05                                       | 28.04                                     | 60.09              |
| 103         | Bricklayer, Blocklayer or Stonemason<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day. | 32.01                                       | 17.35                                     | 49.36              |
| 104         | Cabinet Installer  | 30.48                                       | 15.90                                     | 46.38              |
| 105         | Carpenter  | 30.48                                       | 15.90                                     | 46.38              |
| 106         | Carpet Layer or Soft Floor Coverer   | 30.48                                       | 15.90                                     | 46.38              |
| 107         | Cement Finisher  | 31.58                                       | 16.13                                     | 47.71              |
| 108         | Drywall Taper or Finisher  | 24.80                                       | 16.60                                     | 41.40              |
| 109         | Electrician<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.                          | 34.07                                       | 19.25                                     | 53.32              |
| 110         | Elevator Constructor   | 42.86                                       | 23.84                                     | 66.70              |
| 111         | Fence Erector  | 24.72                                       | 0.00                                      | 24.72              |
| 112         | Fire Sprinkler Fitter  | 36.07                                       | 18.73                                     | 54.80              |
| 113         | Glazier  | 38.03                                       | 13.42                                     | 51.45              |
| 114         | Heat or Frost Insulator  | 33.68                                       | 24.31                                     | 57.99              |
| 115         | Insulator (Batt or Blown)  | 15.00                                       | 9.50                                      | 24.50              |
| 116         | Ironworker   | 31.25                                       | 19.46                                     | 50.71              |
| 117         | Lather   | 30.48                                       | 15.90                                     | 46.38              |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>¢ | <u>TOTAL</u><br>\$ |
|------|--|---|--|--------------------|
| 118  | Line Constructor (Electrical)  | •<br>38.25                                  | <b>\$</b><br>17.31                       | •<br>55.56         |
| 119  | Marble Finisher  | 26.89                                       | 19.18                                    | 46.07              |
| 120  | Marble Mason   | 32.01                                       | 17.35                                    | 49.36              |
| 121  | Metal Building Erector   | 22.00                                       | 10.00                                    | 32.00              |
| 122  | Millwright   | 32.11                                       | 15.95                                    | 48.06              |
| 123  | Overhead Door Installer  | 20.95                                       | 4.94                                     | 25.89              |
| 124  | Painter  | 24.50                                       | 16.60                                    | 41.10              |
| 125  | Pavement Marking Operator  | 30.00                                       | 0.00                                     | 30.00              |
| 126  | Piledriver   | 30.98                                       | 15.90                                    | 46.88              |
| 127  | Pipeline Fuser or Welder (Gas or Utility)  | 30.79                                       | 19.74                                    | 50.53              |
| 129  | Plasterer  | 31.03                                       | 17.71                                    | 48.74              |
| 130  | Plumber<br>Future Increase(s):<br>Add \$1/hr on 6/1/2014.  | 36.42                                       | 16.87                                    | 53.29              |
| 132  | Refrigeration Mechanic   | 41.60                                       | 16.71                                    | 58.31              |
| 133  | Roofer or Waterproofer   | 29.40                                       | 6.25                                     | 35.65              |
| 134  | Sheet Metal Worker   | 34.45                                       | 22.57                                    | 57.02              |
| 135  | Steamfitter<br>Future Increase(s):<br>Add \$1.70/hr on 6/1/2014.   | 42.95                                       | 17.81                                    | 60.76              |
| 137  | Teledata Technician or Installer<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day. | 22.25                                       | 12.24                                    | 34.49              |
| 138  | Temperature Control Installer  | 32.94                                       | 18.80                                    | 51.74              |
| 139  | Terrazzo Finisher  | 26.89                                       | 19.18                                    | 46.07              |
| 140  | Terrazzo Mechanic  | 30.20                                       | 18.42                                    | 48.62              |
| 141  | Tile Finisher  | 23.85                                       | 17.18                                    | 41.03              |
| 142  | Tile Setter  | 29.81                                       | 17.18                                    | 46.99              |
| 143  | Tuckpointer, Caulker or Cleaner  | 35.25                                       | 13.15                                    | 48.40              |
| 144  | Underwater Diver (Except on Great Lakes)   | 34.48                                       | 15.90                                    | 50.38              |
| 146  | Well Driller or Pump Installer   | 25.32                                       | 15.65                                    | 40.97              |
| 147  | Siding Installer   | 25.92                                       | 18.04                                    | 43.96              |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked      | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |            |  |  |
|-------------|--|----------------------|------------------|------------|--|--|
| <u>CODE</u> | TRADE OR OCCUPATION  | OF PAY               | BENEFITS         | TOTAL<br>¢ |  |  |
|             |  | \$                   | \$               | \$         |  |  |
| 150         | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 29.16                | 14.34            | 43.50      |  |  |
| 151         | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  | 30.60                | 14.86            | 45.46      |  |  |
| 152         | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY       | 26.78                | 13.63            | 40.41      |  |  |
| 153         | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY       | 24.86                | 12.97            | 37.83      |  |  |
| 154         | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY                | 21.75                | 12.70            | 34.45      |  |  |
|             | TRUCK DRIVERS  |                      |                  |            |  |  |

|      | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY                            | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ |                    |  |  |
|------|---|-----------------------------------|---|--------------------|--|--|
| CODE | TRADE OR OCCUPATION                                     | BASIC RATE<br><u>OF PAY</u><br>\$ |   | <u>TOTAL</u><br>\$ |  |  |
| 201  | Single Axle or Two Axle                                 | 32.39                             | 18.46                                     | 50.85              |  |  |
| 203  | Three or More Axle                                      | 18.00                             | 22.88                                     | 40.88              |  |  |
| 204  | Articulated, Euclid, Dumptor, Off Road Material Hauler  | 32.89                             | 18.96                                     | 51.85              |  |  |
| 205  | Pavement Marking Vehicle                                | 18.00                             | 22.88                                     | 40.88              |  |  |
| 207  | Truck Mechanic  | 18.00                             | 22.88                                     | 40.88              |  |  |
|      | LABORERS  |                                   |   |                    |  |  |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|---|---|---|--------------------|
| 301  | General Laborer<br>Premium Increase(s):<br>Add \$1.00/hr for certified welder; Add \$.25/hr for mason<br>tender   | 24.21                                       | 14.63                                     | 38.84              |
| 302  | Asbestos Abatement Worker   | 24.36                                       | 14.44                                     | 38.80              |
| 303  | Landscaper  | 21.01                                       | 9.37                                      | 30.38              |
| 310  | Gas or Utility Pipeline Laborer (Other Than Sewer and Water)  | 21.01                                       | 13.63                                     | 34.64              |
| 311  | Fiber Optic Laborer (Outside, Other Than Concrete Encased)<br>Premium Increase(s):<br>DOT PREMIUMS: Pay two times the hourly basic rate<br>on New Year's Day, Memorial Day, Independence Day,<br>Labor Day, Thanksgiving Day & Christmas Day. | 18.33                                       | 13.65                                     | 31.98              |
| 314  | Railroad Track Laborer  | 23.46                                       | 3.30                                      | 26.76              |
| 315  | Final Construction Clean-Up Worker  | 16.00                                       | 0.00                                      | 16.00              |

## Page 6 of 28

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

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|-------------|---|----------------------|------------------|--------------------|
| <u>CODE</u> | TRADE OR OCCUPATION   | OF PAY<br>\$         | BENEFITS<br>\$   | <u>TOTAL</u><br>\$ |
| 501         | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Asphalt Milling Machine; Boring Machine (Directional, Horizontal or<br>Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of<br>130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated<br>Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under);<br>Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft<br>Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment);<br>Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto,<br>Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells;<br>Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall<br>(Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or<br>Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self<br>Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck<br>Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane<br>(10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher<br>(Wheel Type or Chain Type Having Over 8 Inch Bucket). |                      | 18.96            | 52.38              |
| 502         | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp);<br>Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub<br>Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig;<br>Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or<br>Chain Type Having 8 Inch Bucket & Under).  | 32.89                | 18.96            | 51.85              |
| 503         | Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal);<br>Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor<br>Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant;<br>Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over)<br>Greaser; High Pressure Utility Locating Machine (Daylighting Machine);<br>Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well<br>Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid<br>Steer Loader (With or Without Attachments); Vibratory Hammer or<br>Extractor, Power Pack.  | 30.82<br>;           | 18.96            | 49.78              |
| 504         | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.   | 38.80                | 20.17            | 58.97              |
| 505         | Work Performed on the Great Lakes Including Crane or Backhoe<br>Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge<br>Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug<br>Operator.<br>Premium Increase(s):<br>Add \$.50/hr for Friction Crane, Lattice Boom or Crane<br>Certification (CCO).   | 41.65                | 21.71            | 63.36              |
| 506         | Work Performed on the Great Lakes Including Deck Equipment Operator<br>or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000<br>Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When<br>Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck<br>Machinery.   | 37.10                | 21.57            | 58.67              |

| 507 | Work Performed on the Great Lakes Including Deck Equipment Operator,<br>Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes<br>50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck<br>Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes<br>ONLY. | 34.50 | 20.04 | 54.54 |
|-----|---|-------|-------|-------|
|     | SNET:   |       |       |       |

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

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|--|---|---|--------------------|
| 508  | Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or<br>Derrick, With or Without Attachments, With a Lifting Capacity of Over 100<br>Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000<br>Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or<br>Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over;<br>Master Mechanic.<br>Premium Increase(s):<br>Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add<br>\$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.   | 35.62                                       | 18.96                                     | 54.58              |
| 509  | Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or<br>Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower<br>Crane, Portable Tower, Pedestal Tower or Derrick, With or Without<br>Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting<br>Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower<br>Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads<br>&/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts,<br>Tri-Lifts & Gantrys (20,000 Lbs. & Over).   |   | 6.95                                      | 43.30              |
| 510  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000<br>Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter,<br>Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete<br>Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor<br>(Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine<br>Concrete Spreader & Distributor; Dredge (NOT Performing Work on the<br>Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over);<br>Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling<br>Machine; Skid Rig; Traveling Crane (Bridge Type).   | ;   | 18.96                                     | 52.38              |
| 511  | Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft<br>Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment)<br>Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwel<br>Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10<br>Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.);<br>Grader or Motor Patrol; High Pressure Utility Locating Machine<br>(Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or<br>Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor,<br>Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton);<br>Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity;<br>Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining<br>or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or<br>Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic<br>Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having<br>Over 8-Inch Bucket). | 1   | 18.96                                     | 51.85              |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE      |                    |
|-------------|---|----------------------|-----------------------|--------------------|
| <u>CODE</u> | TRADE OR OCCUPATION   | OF PAY<br>\$         | <u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 512         | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp);<br>Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor<br>Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch<br>Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or<br>Remote); Concrete Conveyor System; Concrete Finishing Machine (Road<br>Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great<br>Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives;<br>Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or<br>Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer<br>(Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or<br>Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. | 30.82                | 18.96                 | 49.78              |
| 513         | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work<br>on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or<br>Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt<br>Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or<br>150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine<br>(Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump<br>(3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine;<br>Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker;<br>Skid Steer Loader (With or Without Attachments); Vibratory Hammer or<br>Extractor, Power Pack.               |                      | 17.89                 | 42.08              |
| 514         | Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).  | 36.34                | 21.14                 | 57.48              |
| 515         | Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).<br>Future Increase(s):<br>Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on<br>06/01/2015.   | 32.32                | 18.55                 | 50.87              |
| 516         | Fiber Optic Cable Equipment<br>Future Increase(s):<br>Add \$1.75/hr on 02/01/2014.  | 27.89                | 17.20                 | 45.09              |

# SEWER, WATER OR TUNNEL CONSTRUCTION

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

|             | SKILLED TRADES  |   |   |                    |
|-------------|---|---|---|--------------------|
| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 103         | Bricklayer, Blocklayer or Stonemason<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.  | 35.10                                       | 18.40                                     | 53.50              |
| 105         | Carpenter<br>Future Increase(s):<br>Add \$1.25/hr on 6/2/2014.<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.  | 33.68                                       | 19.81                                     | 53.49              |
| 107         | <ul> <li>Cement Finisher</li> <li>Future Increase(s):<br/>Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75<br/>on 6/1/16.</li> <li>Premium Increase(s):<br/>DOT PREMIUMS: 1) Pay two times the hourly basic<br/>rate on Sunday, New Year's Day, Memorial Day,<br/>Independence Day, Labor Day, Thanksgiving Day &amp;<br/>Christmas Day. 2) Add \$1.40/hr when the Wisconsin<br/>Department of Transportation or responsible governing<br/>agency requires that work be performed at night under<br/>artificial illumination with traffic control and the work is<br/>completed after sunset and before sunrise.</li> </ul> | 33.51                                       | 16.13                                     | 49.64              |
| 109         | Electrician<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.   | 32.82                                       | 22.61                                     | 55.43              |
| 111         | Fence Erector   | 24.72                                       | 0.00                                      | 24.72              |
| 116         | Ironworker  | 31.25                                       | 19.46                                     | 50.71              |
| 118         | Line Constructor (Electrical)   | 38.25                                       | 17.31                                     | 55.56              |
| 125         | Pavement Marking Operator   | 16.00                                       | 7.35                                      | 23.35              |
| 126         | Piledriver  | 30.98                                       | 15.90                                     | 46.88              |
| 130         | Plumber   | 33.75                                       | 14.07                                     | 47.82              |
| 135         | Steamfitter   | 42.45                                       | 16.71                                     | 59.16              |
| 137         | Teledata Technician or Installer  | 21.89                                       | 11.85                                     | 33.74              |
|             |   |   |   |                    |

| Determ | Ination No. 201400001  |                                   | 1                               | Page 10 of         |
|--------|--|-----------------------------------|---------------------------------|--------------------|
|        | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  | HOURLY<br>BASIC RATE              | HOURLY<br>FRINGE                |                    |
| CODE   | TRADE OR OCCUPATION  | <u>OF PAY</u><br>\$               | <u>BENEFITS</u><br>\$           | <u>TOTAL</u><br>\$ |
| 43     | Tuckpointer, Caulker or Cleaner  | 35.25                             | 13.15                           | 48.40              |
| 144    | Underwater Diver (Except on Great Lakes)   | 38.80                             | 20.17                           | 58.97              |
| 146    | Well Driller or Pump Installer   | 25.32                             | 15.65                           | 40.97              |
| 150    | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY   | 29.16                             | 14.34                           | 43.50              |
| 151    | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  | 30.60                             | 14.86                           | 45.46              |
| 152    | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   | 26.78                             | 13.63                           | 40.41              |
| 153    | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   | 24.86                             | 12.97                           | 37.83              |
| 154    | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY  | 21.75                             | 12.70                           | 34.45              |
|        | TRUCK DRIVERS  |                                   |                                 |                    |
|        | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  |                                   | HOURLY                          |                    |
| CODE   | TRADE OR OCCUPATION  | BASIC RATE<br><u>OF PAY</u><br>\$ | FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 201    | Single Axle or Two Axle  | 30.00                             | 15.00                           | 45.00              |
| 203    | Three or More Axle   | 16.00                             | 7.35                            | 23.35              |
| 204    | Articulated, Euclid, Dumptor, Off Road Material Hauler   | 32.89                             | 18.96                           | 51.85              |
| 205    | Pavement Marking Vehicle   | 16.00                             | 7.35                            | 23.35              |
| 207    | Truck Mechanic   | 16.00                             | 7.35                            | 23.35              |
|        | LABORERS   |                                   |                                 |                    |
|        | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  | HOURLY<br>BASIC RATE              | HOURLY                          |                    |
| CODE   | TRADE OR OCCUPATION  | <u>OF PAY</u><br>\$               | <u>BENEFITS</u><br>\$           | <u>TOTAL</u><br>\$ |
| 301    | General Laborer<br>Premium Increase(s):<br>Add \$.20 for blaster, bracer, manhole builder, caulker,<br>bottomman and power tool; Add \$.55 for pipelayer; Add<br>\$1.00 for tunnel work 0-15 lbs. compressed air; Add<br>\$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for<br>over 30 lbs. compressed air. | 25.60                             | 14.62                           | 40.22              |

| 303 | Landscaper   | 25.28 | 11.46 | 36.74 |
|-----|--|-------|-------|-------|
| 304 | Flagperson or Traffic Control Person                       | 24.70 | 10.72 | 35.42 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 18.31 | 12.67 | 30.98 |
| 314 | Railroad Track Laborer                                     | 23.46 | 3.30  | 26.76 |

## HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

|      | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE      |                    |
|------|---|----------------------|-----------------------|--------------------|
| CODE | TRADE OR OCCUPATION   | <u>OF PAY</u><br>\$  | <u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 521  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or<br>Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With<br>Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower<br>Crane, Pedestal Tower or Derrick, With or Without Attachments, With a<br>Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a<br>Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master<br>Mechanic; Pile Driver.<br>Premium Increase(s):<br>Add \$.25/hr for all >45 Ton lifting capacity cranes  | 34.62                | 18.96                 | 53.58              |
| 522  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000<br>Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional);<br>Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete<br>Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46<br>Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader &<br>Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or<br>Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under;<br>Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or<br>Without Attachments, With a Lifting Capacity of 100 Tons or Under,<br>Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under;<br>Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skic<br>Rig; Telehandler; Traveling Crane (Bridge Type).   |                      | 18.96                 | 52.38              |
| 523  | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40<br>hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons<br>or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Roted<br>or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine;<br>Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000<br>PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder;<br>Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or<br>More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or<br>Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck<br>Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane<br>(10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over<br>8-Inch Bucket). |                      | 18.96                 | 51.85              |

|      | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|------|---|----------------------|------------------|--------------------|
| CODE | TRADE OR OCCUPATION   | OF PAY<br>\$         | BENEFITS<br>\$   | <u>TOTAL</u><br>\$ |
| 524  | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp);<br>Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor<br>Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch<br>Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or<br>Remote); Concrete Conveyor System; Concrete Finishing Machine (Road<br>Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT<br>Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree<br>Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump;<br>Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch<br>or Over) or Well Points; Robotic Tool Carrier (With or Without<br>Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum<br>Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over);<br>Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chair<br>Type Having 8-Inch Bucket & Under); Winches & A-Frames.<br>Future Increase(s):<br>Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.<br>Premium Increase(s):<br>Add \$.25/hr for operating tower crane. | 35.11                | 19.45            | 54.56              |
| 525  | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft<br>Total Drum Width & Under, or Tractor Mounted, Towed & Light<br>Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type<br>Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great<br>Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High<br>Pressure Utility Locating Machine (Daylighting Machine); Loading Machine<br>(Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze<br>Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without<br>Attachments); Vibratory Hammer or Extractor, Power Pack.  | 30.19<br>9           | 20.94            | 51.13              |
| 526  | Boiler (Temporary Heat); Forklift; Greaser; Oiler.  | 24.19                | 17.89            | 42.08              |
| 527  | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.   | 38.80                | 20.17            | 58.97              |
| 528  | Work Performed on the Great Lakes Including 70 Ton & Over Tug<br>Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe<br>Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or<br>Welder.   | 38.80                | 20.17            | 58.97              |
| 529  | Work Performed on the Great Lakes Including Deck Equipment Operator<br>or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000<br>Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When<br>Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck<br>Machinery.   | 34.50                | 20.04            | 54.54              |
| 530  | Work Performed on the Great Lakes Including Deck Equipment Operator;<br>Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes<br>50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck<br>Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes<br>ONLY.   | 34.50                | 20.04            | 54.54              |

# 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  |   |   |                    |
|------|---|---|---|--------------------|
| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 103  | Bricklayer, Blocklayer or Stonemason  | 32.01                                       | 17.35                                     | 49.36              |
| 105  | Carpenter   | 30.48                                       | 15.90                                     | 46.38              |
| 107  | Cement Finisher<br>Future Increase(s):<br>Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75<br>on 6/1/16.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.40/hr when the Wisconsin<br>Department of Transportation or responsible governing<br>agency requires that work be performed at night under<br>artificial illumination with traffic control and the work is<br>completed after sunset and before sunrise. | 33.51                                       | 16.13                                     | 49.64              |
| 109  | Electrician<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.   | 34.07                                       | 19.25                                     | 53.32              |
| 111  | Fence Erector   | 24.72                                       | 0.00                                      | 24.72              |
| 116  | Ironworker  | 31.25                                       | 19.46                                     | 50.71              |
| 118  | Line Constructor (Electrical)   | 38.25                                       | 17.31                                     | 55.56              |
| 124  | Painter   | 21.87                                       | 11.37                                     | 33.24              |
| 125  | Pavement Marking Operator   | 30.00                                       | 0.00                                      | 30.00              |
| 126  | Piledriver  | 30.98                                       | 15.90                                     | 46.88              |
| 133  | Roofer or Waterproofer  | 29.40                                       | 6.25                                      | 35.65              |
| 137  | Teledata Technician or Installer  | 21.89                                       | 11.85                                     | 33.74              |
| 143  | Tuckpointer, Caulker or Cleaner   | 35.25                                       | 13.15                                     | 48.40              |
| 144  | Underwater Diver (Except on Great Lakes)  | 34.48                                       | 15.90                                     | 50.38              |
| 150  | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY  | 34.43                                       | 15.24                                     | 49.67              |
| 151  | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY   | 35.50                                       | 15.89                                     | 51.39              |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|-------------|---|----------------------|------------------|--------------------|
| <u>CODE</u> | TRADE OR OCCUPATION                                     | OF PAY<br>\$         | BENEFITS         | <u>TOTAL</u><br>\$ |
|             |   | Ψ                    | Ψ                | Ψ                  |
| 152         | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  | 26.78                | 13.63            | 40.41              |
| 153         | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  | 24.86                | 12.97            | 37.83              |
| 154         | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY           | 21.75                | 12.70            | 34.45              |

## TRUCK DRIVERS

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|--|---|---|--------------------|
| 201  | Single Axle or Two Axle  | 34.22                                       | 19.90                                     | 54.12              |
| 203  | Three or More Axle<br>Future Increase(s):<br>Add \$1.30/hr on 6/1/2014.<br>Premium Increase(s):<br>DOT PREMIUM: Pay two times the hourly basic rate on<br>Sunday, New Year's Day, Memorial Day, Independence<br>Day, Labor Day, Thanksgiving Day & Christmas Day.  | 24.52                                       | 17.77                                     | 42.29              |
| 204  | <ul> <li>Articulated, Euclid, Dumptor, Off Road Material Hauler</li> <li>Future Increase(s):</li> <li>Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add</li> <li>\$1.30/hr on 6/1/16); Add \$1.25/hr on 6/1/17.</li> <li>Premium Increase(s):</li> <li>DOT PREMIUMS: 1) Pay two times the hourly basic</li> <li>rate on Sunday, New Year's Day, Memorial Day,</li> <li>Independence Day, Labor Day, Thanksgiving Day &amp;</li> <li>Christmas Day. 2) Add \$1.50/hr night work premium.</li> <li>See DOT'S website for details about the applicability of</li> <li>this night work premium at: http://www.dot.wi.gov/busine</li> <li>ss/civilrights/laborwages/pwc.htm.</li> </ul> | 29.27                                       | 20.40                                     | 49.67              |
| 205  | Pavement Marking Vehicle   | 23.31                                       | 17.13                                     | 40.44              |
| 206  | Shadow or Pilot Vehicle  | 34.22                                       | 19.90                                     | 54.12              |
| 207  | Truck Mechanic   | 23.31                                       | 17.13                                     | 40.44              |

|             | LABORERS   |   |   |                    |
|-------------|--|---|---|--------------------|
| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 301         | General Laborer<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/2014.<br>Premium Increase(s):<br>Add \$.10/hr for topman, air tool operator, vibrator or<br>tamper operator (mechanical hand operated), chain saw<br>operator and demolition burning torch laborer; Add<br>\$.15/hr for bituminous worker (raker and luteman),<br>formsetter (curb, sidewalk and pavement) and strike off<br>man; Add \$.20/hr for blaster and powderman; Add<br>\$.25/hr for bottomman; Add \$.35/hr for line and grade<br>specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS:<br>1) Pay two times the hourly basic rate on Sunday, New<br>Year's Day, Memorial Day, Independence Day, Labor<br>Day, Thanksgiving Day & Christmas Day. 2) Add<br>\$1.25/hr for work on projects involving temporary traffic<br>control setup, for lane and shoulder closures, when<br>work under artificial illumination conditions is necessary<br>as required by the project provisions (including prep<br>time prior to and/or cleanup after such time period). | 29.32                                       | 14.63                                     | 43.95              |
| 302         | Asbestos Abatement Worker  | 24.36                                       | 14.44                                     | 38.80              |
| 303         | Landscaper<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/14.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.25/hr for work on projects<br>involving temporary traffic control setup, for lane and<br>shoulder closures, when work under artificial illumination<br>conditions is necessary as required by the project<br>provisions (including prep time prior to and/or cleanup<br>after such time period).   | 29.32                                       | 14.63                                     | 43.95              |
| 304         | <ul> <li>Flagperson or Traffic Control Person</li> <li>Future Increase(s):<br/>Add \$1.60/hr on 6/1/2014.</li> <li>Premium Increase(s):<br/>DOT PREMIUMS: 1) Pay two times the hourly basic<br/>rate on Sunday, New Year's Day, Memorial Day,<br/>Independence Day, Labor Day, Thanksgiving Day &amp;<br/>Christmas Day. 2) Add \$1.25/hr when the Wisconsin<br/>Department of Transportation or responsible governing<br/>agency requires that work be performed at night under<br/>artificial illumination with traffic control and the work is<br/>completed after sunset and before sunrise.</li> </ul>  | 25.67                                       | 14.63                                     | 40.30              |
| 311         | Fiber Optic Laborer (Outside, Other Than Concrete Encased)   | 18.31                                       | 12.67                                     | 30.98              |
| 314         | Railroad Track Laborer   | 23.46                                       | 3.30                                      | 26.76              |

## HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|---|---|---|--------------------|
| 531  | Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or<br>Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal<br>Tower or Derrick, With or Without Attachments, With a Lifting Capacity of<br>Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over<br>4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm.  | 36.72<br>r                                  | 20.40                                     | 57.12              |
| 532  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or<br>Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower<br>or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or<br>Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick,<br>With or Without Attachments, With a Lifting Capacity of 100 Tons or<br>Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., &<br>Under; Dredge (NOT Performing Work on the Great Lakes); Licensed<br>Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. |   | 20.40                                     | 56.62              |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE | <u>TOTAL</u><br>\$<br>56.12 |
|------|---|----------------------|------------------|-----------------------------|
|      |   | <u>OF PAY</u>        | BENEFITS<br>\$   |                             |
| 533  | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt<br>Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a<br>Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs<br>& Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT<br>Performing Work on the Great Lakes); Boring Machine (Directional,<br>Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader;<br>Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto,<br>Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder,<br>Planing or Grooving Machine; Concrete Conveyor System; Concrete<br>Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete<br>Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &<br>Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck,<br>Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane WIth a<br>Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree<br>Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor<br>Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine;<br>Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or<br>Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom;<br>Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over);<br>Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader);<br>Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or<br>Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great<br>Lakes); Winches & A-Frames.<br>Future Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. | A                    | 20.40            | 56.12                       |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE      |                    |
|-------------|---|----------------------|-----------------------|--------------------|
| <u>CODE</u> | TRADE OR OCCUPATION   | OF PAY<br>\$         | <u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 534         | Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor<br>(Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete<br>Finishing Machine (Road Type); Environmental Burner; Farm or Industrial<br>Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT<br>Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger,<br>Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT<br>Performing Work on the Great Lakes); Lift Slab Machine; Mechanical<br>Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without<br>Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip<br>Spreader; Shouldering Machine; Skid Steer Loader (With or Without<br>Attachments); Telehandler; Tining or Curing Machine.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. | 35.46                | 20.40                 | 55.86              |
| 535         | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge<br>Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher,<br>Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters<br>(Mechanical); High Pressure Utility Locating Machine (Daylighting<br>Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or<br>Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine);<br>Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power<br>Pack.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm.  |                      | 20.40                 | 55.57              |
| 536         | Fiber Optic Cable Equipment.  | 26.69                | 16.65                 | 43.34              |
| 537         | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.   | 38.80                | 20.17                 | 58.97              |
| 538         | Work Performed on the Great Lakes Including 70 Ton & Over Tug<br>Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe<br>Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or<br>Welder.   | 38.80                | 20.17                 | 58.97              |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|---|---|---|--------------------|
| 539  | Work Performed on the Great Lakes Including Deck Equipment Operator<br>or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000<br>Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When<br>Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck<br>Machinery. | 34.50                                       | 20.04                                     | 54.54              |
| 540  | Work Performed on the Great Lakes Including Deck Equipment Operator,<br>Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes<br>50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck<br>Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY   | 8   | 20.04                                     | 54.54              |

201

Single Axle or Two Axle

## 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   |   |   |                    |
|-------------|--|---|---|--------------------|
| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u> | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
| 103         | Bricklayer, Blocklayer or Stonemason   | 32.01                                       | 17.35                                     | 49.36              |
| 105         | Carpenter  | 32.93                                       | 19.93                                     | 52.86              |
| 107         | Cement Finisher  | 31.48                                       | 15.68                                     | 47.16              |
| 109         | Electrician  | 31.27                                       | 22.81                                     | 54.08              |
| 111         | Fence Erector  | 24.72                                       | 0.00                                      | 24.72              |
| 116         | Ironworker   | 31.25                                       | 19.46                                     | 50.71              |
| 118         | Line Constructor (Electrical)  | 38.25                                       | 17.31                                     | 55.56              |
| 124         | Painter  | 24.50                                       | 16.60                                     | 41.10              |
| 125         | Pavement Marking Operator  | 30.00                                       | 0.00                                      | 30.00              |
| 126         | Piledriver   | 30.98                                       | 15.90                                     | 46.88              |
| 133         | Roofer or Waterproofer   | 29.40                                       | 6.25                                      | 35.65              |
| 137         | Teledata Technician or Installer   | 21.89                                       | 11.85                                     | 33.74              |
| 143         | Tuckpointer, Caulker or Cleaner  | 35.25                                       | 13.15                                     | 48.40              |
| 144         | Underwater Diver (Except on Great Lakes)   | 38.80                                       | 20.17                                     | 58.97              |
| 150         | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY                       | 34.43                                       | 15.24                                     | 49.67              |
| 151         | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY                        | 30.60                                       | 14.86                                     | 45.46              |
| 152         | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                             | 26.78                                       | 13.63                                     | 40.41              |
| 153         | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                             | 24.86                                       | 12.97                                     | 37.83              |
| 154         | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY                                      | 21.75                                       | 12.70                                     | 34.45              |
|             | TRUCK DRIVERS  |   |   |                    |
| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked<br>TRADE OR OCCUPATION     | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |

30.00

15.00

45.00

|      | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|------|---|----------------------|------------------|--------------------|
| CODE | TRADE OR OCCUPATION                                     | OF PAY<br>\$         | BENEFITS<br>\$   | <u>TOTAL</u><br>\$ |
| 203  | Three or More Axle                                      | 17.00                | 0.00             | 17.00              |
| 204  | Articulated, Euclid, Dumptor, Off Road Material Hauler  | 32.89                | 18.96            | 51.85              |
| 205  | Pavement Marking Vehicle                                | 17.00                | 0.00             | 17.00              |
| 206  | Shadow or Pilot Vehicle                                 | 30.00                | 15.00            | 45.00              |
| 207  | Truck Mechanic  | 17.00                | 0.00             | 17.00              |

# LABORERS

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  |                                   | HOURLY<br>FRINGE | TOTAL<br>\$<br>41.32<br>43.67 |
|-------------|--|-----------------------------------|------------------|-------------------------------|
| <u>CODE</u> | TRADE OR OCCUPATION  | BASIC RATE<br><u>OF PAY</u><br>\$ | BENEFITS         |                               |
| 301         | General Laborer  | 28.07                             | 13.25            | 41.32                         |
| 303         | Landscaper<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/14.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.25/hr for work on projects<br>involving temporary traffic control setup, for lane and<br>shoulder closures, when work under artificial illumination<br>conditions is necessary as required by the project<br>provisions (including prep time prior to and/or cleanup<br>after such time period). | 29.04                             | 14.63            | 43.67                         |
| 304         | Flagperson or Traffic Control Person   | 24.70                             | 10.72            | 35.42                         |
| 311         | Fiber Optic Laborer (Outside, Other Than Concrete Encased)   | 18.31                             | 12.67            | 30.98                         |
| 314         | Railroad Track Laborer   | 23.46                             | 3.30             | 26.76                         |

## HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|---|---|---|--------------------|
| 541  | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without<br>Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting<br>Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With<br>Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With<br>Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master<br>Mechanic.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm.   | 36.72                                       | 20.40                                     | 57.12              |
| 542  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of<br>Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower<br>or Derrick, With or Without Attachments, With a Lifting Capacity of 100<br>Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000<br>Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or<br>Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under;<br>Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot<br>(NOT Performing Work on the Great Lakes); Pile Driver.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. |   | 20.40                                     | 56.62              |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY             |       |
|-------------|---|----------------------|--------------------|-------|
| <u>CODE</u> | TRADE OR OCCUPATION   | <u>OF PAY</u>        | FRINGE<br>BENEFITS | TOTAL |
| 543         | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s<br>Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &<br>Under); Boring Machine (Directional, Horizontal or Vertical); Bridge<br>(Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch<br>Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or<br>Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine;<br>Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver<br>(Slipform); Concrete Pump, Concrete Laser/Screed; Concrete Paver<br>(Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type);<br>Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader &<br>Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane<br>(10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under;<br>Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradal<br>(Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster<br>(10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or<br>Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or<br>Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More<br>Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete<br>Mixer (Self-Propelled or 14S or Over); Tractor or Truck Mounted<br>Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher;<br>Tugger (NOT Performing Work on the Great Lakes); Winches &<br>A-Frames.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. | \$<br>35.72          | \$ 20.40           | \$    |
| 544         | Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper;<br>Compactor (Self-Propelled or Tractor Mounted, Towed & Light<br>Equipment); Concrete Finishing Machine (Road Type); Environmental<br>Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick<br>NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger<br>Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great<br>Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader;<br>Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip<br>Spreader; Shouldering Machine; Skid Steer Loader (With or Without<br>Attachments); Telehandler; Tining or Curing Machine.   |                      | 19.79              | 53.75 |
| 545         | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat);<br>Concrete Proportioning Plant; Crusher, Screening or Wash Plant;<br>Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure<br>Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress<br>Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone<br>Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters;<br>Vibratory Hammer or Extractor, Power Pack.   | 30.32                | 18.46              | 48.78 |
| 546         | Fiber Optic Cable Equipment.  | 26.69                | 16.65              | 43.34 |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>  | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|---|---|---|--------------------|
| 547  | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.   | 38.80                                       | 20.17                                     | 58.97              |
| 548  | Work Performed on the Great Lakes Including 70 Ton & Over Tug<br>Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe<br>Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or<br>Welder.   | 38.80                                       | 20.17                                     | 58.97              |
| 549  | Work Performed on the Great Lakes Including Deck Equipment Operator<br>or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000<br>Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When<br>Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck<br>Machinery.     | 34.50                                       | 20.04                                     | 54.54              |
| 550  | Work Performed on the Great Lakes Including Deck Equipment Operator;<br>Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes<br>50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck<br>Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes<br>ONLY. | 6   | 20.04                                     | 54.54              |

# HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|------|--|---|---|--------------------|
| 551  | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without<br>Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting<br>Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom<br>Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom,<br>Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.   | 35.12                                       | 18.46                                     | 53.58              |
| 552  | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or<br>Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower<br>or Derrick, With or Without Attachments, With a Lifting Capacity of 100<br>Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of<br>4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal<br>Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft of<br>Under; Dredge (NOT Performing Work on the Great Lakes); Licensed<br>Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm. |   | 20.40                                     | 56.62              |

|             | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked   | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|-------------|---|----------------------|------------------|--------------------|
| <u>CODE</u> | TRADE OR OCCUPATION   | OF PAY<br>\$         | BENEFITS<br>\$   | <u>TOTAL</u><br>\$ |
| 553         | Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;<br>Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt<br>Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under<br>130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt)<br>Plant & Paver, Screed; Boring Machine (Directional, Horizontal or<br>Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto,<br>Vibratory/Sonic, Manual or Remote); Concrete Conveyor System;<br>Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine;<br>Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or<br>Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry<br>Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall<br>(Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or<br>Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist;<br>Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad<br>Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele<br>or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled<br>or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener;<br>Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S<br>or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck<br>Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube<br>Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &<br>A-Frames. | 32.89                | 18.96            | 51.85              |
| 554         | Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor<br>Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road<br>Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman<br>(Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great<br>Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint<br>Sawer (Multiple Blade); Launch (NOT Performing Work on the Great<br>Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader;<br>Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5<br>Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid<br>Steer Loader (With or Without Attachments); Telehandler.  | 33.67                | 19.48            | 53.15              |
| 555         | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge<br>Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant;<br>Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure<br>Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress<br>Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone<br>Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters;<br>Vibratory Hammer or Extractor, Power Pack.<br>Future Increase(s):<br>Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);<br>Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.<br>Premium Increase(s):<br>DOT PREMIUMS: 1) Pay two times the hourly basic<br>rate on Sunday, New Year's Day, Memorial Day,<br>Independence Day, Labor Day, Thanksgiving Day &<br>Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT'S website for details about the applicability of<br>this night work premium at: http://www.dot.wi.gov/busine<br>ss/civilrights/laborwages/pwc.htm.   |                      | 20.40            | 55.57              |

#### Page 26 of 28

## **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.

| HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ |  |  |
|---|--|--|
|   | <u>BENEFITS</u><br>\$  | <u>TOTAL</u><br>\$   |
| 33.68                                       | 19.81  | 53.49  |
| 26.00                                       | 4.73   | 30.73  |
| 32.01                                       | 13.26  | 45.27  |
| 22.00                                       | 1.05   | 23.05  |
| 30.48                                       | 3.24   | 33.72  |
| 23.68                                       | 3.20   | 26.88  |
| 20.93                                       | 5.94   | 26.87  |
| 22.50                                       | 0.88   | 23.38  |
| 27.50                                       | 7.47   | 34.97  |
| 42.86                                       | 23.84  | 66.70  |
| 18.52                                       | 4.89   | 23.41  |
| 52.82                                       | 5.54   | 58.36  |
| 38.03                                       | 13.42  | 51.45  |
| 30.00                                       | 0.00   | 30.00  |
| 19.00                                       | 14.33  | 33.33  |
| 31.25                                       | 19.46  | 50.71  |
| 30.48                                       | 3.24   | 33.72  |
| 26.89                                       | 19.18  | 46.07  |
| 32.01                                       | 13.26  | 45.27  |
| 17.00                                       | 3.82   | 20.82  |
| 12.00                                       | 0.00   | 12.00  |
| 20.00                                       | 4.22   | 24.22  |
|   | 22.00<br>30.48<br>23.68<br>20.93<br>22.50<br>27.50<br>42.86<br>18.52<br>52.82<br>38.03<br>30.00<br>19.00<br>31.25<br>30.48<br>26.89<br>32.01<br>17.00<br>12.00 | 22.001.0530.483.2423.683.2020.935.9422.500.8827.507.4742.8623.8418.524.8952.825.5438.0313.4230.000.0019.0014.3331.2519.4630.483.2426.8919.1832.0113.2617.003.8212.000.00 |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u> | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |  |
|------|--|---|---|--------------------|--|
| 125  | Pavement Marking Operator  | 30.00                                       | 0.00                                      | 30.00              |  |
| 129  | Plasterer  | 25.00                                       | 0.00                                      | 25.00              |  |
| 130  | Plumber  | 30.00                                       | 10.62                                     | 40.62              |  |
| 132  | Refrigeration Mechanic   | 19.75                                       | 8.56                                      | 28.31              |  |
| 133  | Roofer or Waterproofer   | 17.00                                       | 3.72                                      | 20.72              |  |
| 134  | Sheet Metal Worker   | 21.03                                       | 3.40                                      | 24.43              |  |
| 135  | Steamfitter  | 31.72                                       | 16.10                                     | 47.82              |  |
| 137  | Teledata Technician or Installer   | 24.75                                       | 8.09                                      | 32.84              |  |
| 138  | Temperature Control Installer  | 22.50                                       | 0.70                                      | 23.20              |  |
| 139  | Terrazzo Finisher  | 26.89                                       | 19.18                                     | 46.07              |  |
| 140  | Terrazzo Mechanic  | 30.20                                       | 18.42                                     | 48.62              |  |
| 141  | Tile Finisher  | 23.77                                       | 16.50                                     | 40.27              |  |
| 142  | Tile Setter  | 21.00                                       | 0.00                                      | 21.00              |  |
| 143  | Tuckpointer, Caulker or Cleaner  | 32.50                                       | 0.02                                      | 32.52              |  |
| 146  | Well Driller or Pump Installer   | 27.60                                       | 5.80                                      | 33.40              |  |
| 147  | Siding Installer   | 20.18                                       | 0.00                                      | 20.18              |  |
|      | TRUCK DRIVERS  |   |   |                    |  |

| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u> | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|-------------|--|---|---|--------------------|
| 201         | Single Axle or Two Axle  | 28.05                                       | 4.16                                      | 32.21              |
| 203         | Three or More Axle   | 18.00                                       | 2.37                                      | 20.37              |
| 205         | Pavement Marking Vehicle   | 18.00                                       | 2.37                                      | 20.37              |
| 207         | Truck Mechanic   | 19.00                                       | 1.85                                      | 20.85              |
|             |  |   |   |                    |

#### LABORERS

| <u>CODE</u> | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ |                    |
|-------------|---|----------------------|---|--------------------|
|             | TRADE OR OCCUPATION                                     | OF PAY<br>\$         |   | <u>TOTAL</u><br>\$ |
| 301         | General Laborer   | 18.14                | 10.16                                     | 28.30              |
| 302         | Asbestos Abatement Worker                               | 17.00                | 3.86                                      | 20.86              |

|      | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked    | HOURLY<br>BASIC RATE | HOURLY<br>FRINGE |                    |
|------|--|----------------------|------------------|--------------------|
| CODE | TRADE OR OCCUPATION  | OF PAY<br>\$         | BENEFITS         | <u>TOTAL</u><br>\$ |
| 303  | Landscaper   | 30.00                | 0.00             | 30.00              |
| 311  | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 18.31                | 12.67            | 30.98              |
| 315  | Final Construction Clean-Up Worker                         | 16.00                | 0.00             | 16.00              |

## HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

| CODE    | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>   | HOURLY<br>BASIC RATE<br><u>OF PAY</u><br>\$ | HOURLY<br>FRINGE<br><u>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|---------|--|---|---|--------------------|
| 557     | Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt<br>Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under);<br>Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional,<br>Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large,<br>Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter,<br>Grinder, Planing or Grooving Machine; Concrete Conveyor System;<br>Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump,<br>Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer<br>Curb & Gutter Machine; Concrete Spreader & DIstributor; Crane (Carry<br>Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane<br>With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline,<br>Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder,<br>Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000<br>PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack<br>Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper<br>(Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder<br>Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or<br>Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck<br>Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane<br>(10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches &<br>A-Frames. |   | 20.08                                     | 49.78              |
| 558     | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking<br>System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary<br>Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted<br>Towed & Light Equipment); Concrete Finishing Machine (Road Type);<br>Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over)<br>Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting<br>Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole<br>Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points;<br>Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker;<br>Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self<br>Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With<br>or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer<br>or Extractor, Power Pack.   | ;<br>;                                      | 16.00                                     | 45.70              |
| ******* | **************************************   |   |   |                    |