Contract Routing Form

ROUTING: Routine printed on: 06/03/2013

==========

Contract between: Joe Daniels Construction Co.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Breese Stevens Field Concrete Deck Repairs

Contract No.: 7043 File No.: 30046
Enactment No.: RES-13-00411 Enactment Date: 05/22/2013
Dollar Amount: 93,228.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-3-2013	6-3-2013
Director of Civil Rights	6-4-2013	6-5-13
Risk Manager	6-5-13	6/5/13 RD
Finance Director	06-05-2013	6-5-13 Rw
City Attorney 810	6-5-13	6-6-13
Mayor	6-7-13	6-10-13

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

PO#81537043

Original + 2 Copies

06/03/2013 13:46:04 enjls - Project Manager: Tom Maglio, 266-6518

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

Sign In

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Details Reports

File #:	30046 Version: 1	Name:	Awarding Public Works Contract No. 7043, Breese Stevens Field Concrete Deck Repairs.
Type:	Resolution	Status:	Passed
File created:	5/1/2013	In control:	BOARD OF PUBLIC WORKS
On agenda:	5/21/2013	Final action:	5/21/2013
Enactment date:	5/22/2013	Enactment #:	RES-13-00411
Title:	Awarding Public Works Contract No. 7043, Breese Stevens Field Concrete Deck Repairs.		
Sponsors:	BOARD OF PUBLIC WORKS		
Attachments:	1. Contract 7043.pdf		

History (3) Text

3 records Group Export

Date	Ver.	Action By	Action	Result	Action Details	Watch
5/21/2013	1	COMMON COUNCIL			Not available	Not available
5/8/2013	1	BOARD OF PUBLIC WORKS			Not available	Not available
5/1/2013	1	Engineering Division	Refer		Action details	Not available

PROJECT	CONTRACTOR	AMOUNT OF BID
CONTRACT NO. 7043 BREESE STEVENS FIELD CONCRETE DECK REPAIRS		
	JOE DANIELS CONSTRUCTION CO., INC.	$93,228.00

Acct. No. CB60-58401-810565-00-0000000-60004C00	$93,228.00
Contingency 12%±	11,172.00
GRAND TOTAL	$104,400.00

Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search*

Wednesday, May 29, 2013

MCKENNA, PATRICK A
MADISON WI

Year of Birth: 1959
Status: Active
License Number: 2349196
NPN**: 650765
Effective Date: 06-27-1996
Expiration Date: 04-30-2014
License Type: Resident Intermediary Indv
CE Compliance: 04-30-2014

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	06-27-1996	Active
Casualty	Resident	06-27-1996	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACE American Insurance Company	CAS/Active	06-23-1999		
	PROP/Active	06-23-1999		
ACE Fire Underwriters Insurance Company	CAS/Inactive	06-23-1999	10-01-2002	Inadequate Production
	PROP/Inactive	06-23-1999	10-01-2002	Inadequate Production
ACE Property and Casualty Insurance Company	CAS/Active	06-23-1999		
	PROP/Active	06-23-1999		
ACUITY, A Mutual Insurance Company	CAS/Active	08-14-2007		
	CAS/Inactive	07-30-1996	08-07-2007	Canceled
	PROP/Active	08-14-2007		
	PROP/Inactive	07-30-1996	08-07-2007	Canceled
Addison Insurance Company	CAS/Active	09-19-2007		
	PROP/Active	09-19-2007		
ALLIED Property and Casualty Insurance Company	CAS/Inactive	07-14-2003	04-07-2010	Canceled
	PROP/Inactive	07-14-2003	04-07-2010	Canceled
AMCO Insurance Company	CAS/Inactive	07-14-2003	04-07-2010	Canceled
	PROP/Inactive	07-14-2003	04-07-2010	Canceled
American and Foreign Insurance Company	CAS/Inactive	10-04-2000	02-10-2005	Canceled
	PROP/Inactive	10-04-2000	02-07-2005	Canceled

American Casualty Company of Reading, Pennsylvania	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
American Economy Insurance Company	CAS/Active	02-10-1998		
	PROP/Active	02-10-1998		
American Guarantee and Liability Insurance Company	CAS/Active	06-08-1999		
	PROP/Active	06-08-1999		
American Insurance Company, The	CAS/Inactive	07-25-1996	09-29-2005	Inadequate Production
	PROP/Inactive	07-25-1996	09-29-2005	Inadequate Production
American Manufacturers Mutual Insurance Company	CAS/Inactive	08-20-1996	02-17-2005	Canceled
	PROP/Inactive	08-20-1996	02-17-2005	Canceled
American Motorists Insurance Company	CAS/Inactive	08-20-1996	02-17-2005	Canceled
	PROP/Inactive	08-20-1996	02-17-2005	Canceled
American Protection Insurance Company	CAS/Inactive	08-20-1996	02-02-2005	Canceled
	PROP/Inactive	08-20-1996	02-02-2005	Canceled
American States Insurance Company	CAS/Inactive	02-10-1998	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-10-1998	11-20-2009	Vol. Surrender per Agent Rqst
American Zurich Insurance Company	CAS/Active	06-08-1999		
	PROP/Active	06-08-1999		
Arrowood Indemnity Company	CAS/Inactive	10-04-2000	08-28-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-04-2000	08-28-2006	Vol. Surrender per Agent Rqst
Artisan and Truckers Casualty Company	CAS/Inactive	01-15-2008	06-30-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-15-2008	06-30-2008	Vol. Surrender per Agent Rqst
Associated Indemnity Corporation	CAS/Inactive	07-25-1996	09-29-2005	Inadequate Production
	PROP/Inactive	07-25-1996	09-29-2005	Inadequate Production
Assurance Company of America	CAS/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
Automobile Insurance Company of Hartford, Connecticut, The	CAS/Inactive	06-14-2001	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-14-2001	11-28-2005	Vol. Surrender per

				Agent Rqst
AXIS Insurance Company	CAS/Inactive	07-25-1996	01-06-2005	Inadequate Production
	PROP/Inactive	07-25-1996	01-06-2005	Inadequate Production
Bankers Standard Insurance Company	CAS/Active	06-23-1999		
	PROP/Active	06-23-1999		
Berkley Regional Insurance Company	CAS/Active	04-22-2005		
	PROP/Active	04-22-2005		
Bituminous Casualty Corporation	CAS/Active	06-30-2005		
	PROP/Active	06-30-2005		
Bituminous Fire and Marine Insurance Company	CAS/Active	06-30-2005		
	PROP/Active	06-30-2005		
Capitol Indemnity Corporation	CAS/Active	07-24-1996		
	PROP/Active	07-24-1996		
Charter Oak Fire Insurance Company, The	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Chubb Indemnity Insurance Company	CAS/Active	05-12-2008		
	CAS/Inactive	09-10-1996	12-26-2006	Canceled
	PROP/Active	05-12-2008		
	PROP/Inactive	09-10-1996	12-26-2006	Canceled
Chubb National Insurance Company	CAS/Active	05-12-2008		
	PROP/Active	05-12-2008		
Cincinnati Casualty Company, The	CAS/Active	08-17-2007		
	PROP/Active	08-17-2007		
Cincinnati Indemnity Company, The	CAS/Active	08-17-2007		
	PROP/Active	08-17-2007		
Cincinnati Insurance Company, The	CAS/Active	08-17-2007		
	PROP/Active	08-17-2007		
Citizens Insurance Company of America	CAS/Inactive	12-18-1997	08-03-2005	Inadequate Production
	PROP/Inactive	12-18-1997	08-03-2005	Inadequate Production
Consolidated Insurance Company	CAS/Inactive	03-24-2000	11-20-2009	Vol. Surrender per Agent Rqst

	PROP/Inactive	03-24-2000	11-20-2009	Vol. Surrender per Agent Rqst
Continental Casualty Company	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
Continental Insurance Company, The	CAS/Inactive	02-24-2006	09-15-2008	Canceled
	PROP/Inactive	02-24-2006	09-15-2008	Canceled
Continental Western Insurance Company	CAS/Inactive	08-12-2005	04-24-2009	Canceled
	PROP/Inactive	08-12-2005	04-24-2009	Canceled
Depositors Insurance Company	CAS/Inactive	07-14-2003	04-07-2010	Canceled
	PROP/Inactive	07-14-2003	04-07-2010	Canceled
Donegal Mutual Insurance Company	CAS/Active	11-09-2012		
	PROP/Active	11-09-2012		
Emcasco Insurance Company	CAS/Active	09-21-2007		
	PROP/Active	09-21-2007		
Employers Insurance Company of Wausau	CAS/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-23-1996	05-14-2003	Inadequate Production
	PROP/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-23-1996	05-14-2003	Inadequate Production
Employers Mutual Casualty Company	CAS/Active	09-21-2007		
	PROP/Active	09-21-2007		
Executive Risk Indemnity Inc.	CAS/Active	05-12-2008		
	CAS/Inactive	06-16-2000	12-26-2006	Canceled
	PROP/Active	05-12-2008		
	PROP/Inactive	06-16-2000	12-26-2006	Canceled
Fairmont Insurance Company	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
Fairmont Premier Insurance Company	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
Farmington Casualty Company	CAS/Inactive	07-19-1996	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-19-1996	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance Company	CAS/Active	05-12-2008		
	CAS/Inactive	09-10-1996	12-26-2006	Canceled

	PROP/Active	05-12-2008		
	PROP/Inactive	09-10-1996	12-26-2006	Canceled
Fidelity and Deposit Company of Maryland	CAS/Active	07-23-1996		
	PROP/Active	07-23-1996		
Fidelity and Guaranty Insurance Company	CAS/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
Fidelity National Property and Casualty Insurance Company	CAS/Inactive	01-12-1999	02-21-2000	Inadequate Production
	PROP/Inactive	01-12-1999	02-21-2000	Inadequate Production
Fireman's Fund Insurance Company	CAS/Inactive	07-25-1996	09-29-2005	Inadequate Production
	PROP/Inactive	07-25-1996	09-29-2005	Inadequate Production
Firemen's Insurance Company of Newark, New Jersey	CAS/Inactive	12-11-1996	01-22-1999	Inadequate Production
	PROP/Inactive	12-11-1996	01-22-1999	Inadequate Production
First Liberty Insurance Corporation, The	CAS/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
First National Insurance Company of America	CAS/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
General Casualty Company of Wisconsin	CAS/Active	08-16-2007		
	PROP/Active	08-16-2007		
General Insurance Company of America	CAS/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
Globe Indemnity Company	CAS/Inactive	10-04-2000	02-07-2005	Canceled
	PROP/Inactive	10-04-2000	02-07-2005	Canceled
Great American Alliance Insurance Company	CAS/Inactive	07-26-1996	01-07-2002	Inadequate Production
	PROP/Inactive	07-26-1996	01-07-2002	Inadequate Production
Great American	CAS/Inactive	07-26-1996	01-07-2002	Inadequate Production

Assurance Company	PROP/Inactive	07-26-1996	01-07-2002	Inadequate Production
Great American Insurance Company	CAS/Inactive	07-26-1996	01-07-2002	Inadequate Production
	PROP/Inactive	07-26-1996	01-07-2002	Inadequate Production
Great American Insurance Company of New York	CAS/Inactive	07-26-1996	01-07-2002	Inadequate Production
	PROP/Inactive	07-26-1996	01-07-2002	Inadequate Production
Great Northern Insurance Company	CAS/Active	05-12-2008		
	CAS/Inactive	09-10-1996	12-26-2006	Canceled
	PROP/Active	05-12-2008		
	PROP/Inactive	09-10-1996	12-26-2006	Canceled
Guarantee Company of North America USA, The	CAS/Active	07-28-1998		
Gulf Insurance Company	CAS/Inactive	09-10-1996	06-30-2005	Inadequate Production
	PROP/Inactive	09-10-1996	06-30-2005	Inadequate Production
Hanover Insurance Company, The	CAS/Inactive	12-18-1997	08-03-2005	Inadequate Production
	PROP/Inactive	12-18-1997	08-03-2005	Inadequate Production
Hartford Casualty Insurance Company	CAS/Inactive	04-26-2000	10-26-2009	Canceled
	PROP/Inactive	04-26-2000	10-26-2009	Canceled
Hartford Fire Insurance Company	CAS/Inactive	04-26-2000	10-26-2009	Canceled
	PROP/Inactive	04-26-2000	10-26-2009	Canceled
Hartford Insurance Company of the Midwest	CAS/Inactive	04-26-2000	10-31-2008	Canceled
	PROP/Inactive	04-26-2000	10-31-2008	Canceled
Hartford Steam Boiler Inspection and Insurance Company, The	CAS/Inactive	05-12-1999	10-30-2008	Canceled
	PROP/Inactive	05-12-1999	10-21-2008	Canceled
Hartford Underwriters Insurance Company	CAS/Inactive	04-26-2000	10-31-2008	Canceled
	PROP/Inactive	04-26-2000	10-31-2008	Canceled
Hawkeye-Security Insurance Company	CAS/Inactive	01-14-2003	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-14-2003	11-20-2009	Vol. Surrender per Agent Rqst
HDI-Gerling America Insurance Company	CAS/Active	09-08-2005		
	PROP/Active	09-08-2005		
HIH America Compensation & Liability Insurance Company	CAS/Inactive	04-08-1999	05-11-2001	Company Defunct or Liquidation
	PROP/Inactive	04-08-1999	05-11-2001	Company Defunct or Liquidation

Indemnity Insurance Company of North America	CAS/Inactive	06-23-1999	10-01-2002	Inadequate Production
	PROP/Inactive	06-23-1999	10-01-2002	Inadequate Production
Indiana Insurance Company	CAS/Inactive	03-24-2000	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-24-2000	11-20-2009	Vol. Surrender per Agent Rqst
Insurance Company of North America	CAS/Active	06-23-1999		
	PROP/Active	06-23-1999		
Liberty Mutual Fire Insurance Company	CAS/Inactive	03-13-2006	12-06-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-13-2006	12-06-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
Liberty Mutual Insurance Company	CAS/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
LM Insurance Corporation	CAS/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-14-2002	12-27-2005	Vol. Surrender per Agent Rqst
Lumbermens Mutual Casualty Company	CAS/Inactive	08-20-1996	02-17-2005	Canceled
	PROP/Inactive	08-20-1996	02-17-2005	Canceled
Maryland Casualty Company	CAS/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
Massachusetts Bay Insurance Company	CAS/Inactive	12-18-1997	08-03-2005	Inadequate Production
	PROP/Inactive	12-18-1997	08-03-2005	Inadequate Production
Merchants Bonding Company (Mutual)	CAS/Active	08-20-2007		
	CAS/Inactive	07-19-1996	09-27-2005	Canceled
Merchants National Bonding, Inc.	CAS/Active	02-06-2013		
MetLife Insurance Company of Connecticut	CAS/Inactive	09-04-1996	04-21-2003	Inadequate Production
Middlesex Mutual Assurance Company	CAS/Inactive	03-08-2006	01-17-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-08-2006	01-17-2011	Vol. Surrender per

				Agent Rqst
National Fire Insurance Company of Hartford	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
National Surety Corporation	CAS/Inactive	07-25-1996	09-29-2005	Inadequate Production
	PROP/Inactive	07-25-1996	09-29-2005	Inadequate Production
Nationwide Affinity Insurance Company of America	CAS/Inactive	04-11-2005	04-07-2010	Canceled
	PROP/Inactive	04-11-2005	04-07-2010	Canceled
Nationwide Mutual Insurance Company	CAS/Inactive	07-14-2003	04-07-2010	Canceled
	PROP/Inactive	07-14-2003	04-07-2010	Canceled
Navigators Insurance Company	CAS/Inactive	02-19-2004	04-30-2008	Canceled
	PROP/Inactive	02-19-2004	04-30-2008	Canceled
Netherlands Insurance Company, The	CAS/Inactive	08-12-1996	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-12-1996	11-20-2009	Vol. Surrender per Agent Rqst
North American Specialty Insurance Company	CAS/Active	09-18-2000		
	PROP/Active	09-18-2000		
North River Insurance Company, The	CAS/Inactive	12-23-1996	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-23-1996	12-17-2009	Vol. Surrender per Agent Rqst
Northern Insurance Company of New York	CAS/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-09-1998	07-23-2012	Vol. Surrender per Agent Rqst
Northwestern National Casualty Company	CAS/Inactive	04-14-1999	02-28-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	04-14-1999	02-28-2001	Vol. Surrender per Agent Rqst
Old Republic Insurance Company	CAS/Active	08-07-2007		
	CAS/Inactive	08-02-1996	04-20-2005	Canceled
	PROP/Inactive	08-02-1996	04-20-2005	Canceled
Old Republic Surety Company	CAS/Active	08-07-2007		
	CAS/Inactive	08-02-1996	04-20-2005	Canceled
	PROP/Inactive	08-02-1996	04-20-2005	Canceled
Pacific Employers Insurance Company	CAS/Active	06-23-1999		
	PROP/Active	06-23-1999		
Pacific Indemnity	CAS/Active	05-12-2008		

Company	CAS/Inactive	09-10-1996	12-26-2006	Canceled
	PROP/Active	05-12-2008		
	PROP/Inactive	09-10-1996	12-26-2006	Canceled
Peerless Indemnity Insurance Company	CAS/Inactive	06-21-2004	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-21-2004	11-20-2009	Vol. Surrender per Agent Rqst
Peerless Insurance Company	CAS/Inactive	08-12-1996	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-12-1996	11-20-2009	Vol. Surrender per Agent Rqst
Phoenix Insurance Company, The	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Platte River Insurance Company	CAS/Active	07-12-2005		
	PROP/Active	07-12-2005		
Progressive Classic Insurance Company	CAS/Inactive	07-18-2005	06-30-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-18-2005	06-30-2008	Vol. Surrender per Agent Rqst
Progressive Northern Insurance Company	CAS/Inactive	07-18-2005	06-30-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-18-2005	06-30-2008	Vol. Surrender per Agent Rqst
Property and Casualty Insurance Company of Hartford	CAS/Inactive	07-05-2005	10-31-2008	Canceled
	PROP/Inactive	07-05-2005	10-31-2008	Canceled
Regent Insurance Company	CAS/Active	08-16-2007		
	PROP/Active	08-16-2007		
Royal Insurance Company of America	CAS/Inactive	10-04-2000	02-08-2005	Canceled
	PROP/Inactive	10-04-2000	02-07-2005	Canceled
SAFECO Insurance Company of America	CAS/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-24-1996	11-20-2009	Vol. Surrender per Agent Rqst
SAFECO Insurance	CAS/Inactive	09-27-2008	11-20-2009	Vol. Surrender per

Company of Illinois				Agent Rqst
	PROP/Inactive	09-27-2008	11-20-2009	Vol. Surrender per Agent Rqst
Safeguard Insurance Company	CAS/Inactive	10-04-2000	02-10-2005	Canceled
	PROP/Inactive	10-04-2000	02-10-2005	Canceled
Seaboard Surety Company	CAS/Inactive	08-09-1996	12-05-2005	Inadequate Production
	PROP/Inactive	08-09-1996	12-05-2005	Inadequate Production
Security Insurance Company of Hartford	CAS/Inactive	03-11-2005	08-28-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-11-2005	08-28-2006	Vol. Surrender per Agent Rqst
Sheboygan Falls Insurance Company	CAS/Active	11-09-2012		
	PROP/Active	11-09-2012		
SOCIETY INSURANCE, a mutual company	CAS/Active	01-15-2010		
	CAS/Inactive	07-08-2005	11-14-2007	Canceled
	PROP/Active	01-15-2010		
	PROP/Inactive	07-08-2005	11-14-2007	Canceled
St. Paul Fire and Casualty Insurance Company	CAS/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
St. Paul Fire and Marine Insurance Company	CAS/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
St. Paul Guardian Insurance Company	CAS/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
St. Paul Mercury Insurance Company	CAS/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-10-1996	02-09-2007	Vol. Surrender per Agent Rqst
St. Paul Protective Insurance Company	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
Statewide Insurance Company	CAS/Inactive	07-18-1996	04-08-2002	Canceled
	PROP/Inactive	07-18-1996	04-08-2002	Canceled
TIG Insurance Company	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per

				Agent Rqst
TIG Insurance Company of Texas	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
TIG Insurance Corporation of America	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
Torus National Insurance Company	CAS/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-11-2000	09-26-2003	Vol. Surrender per Agent Rqst
Transcontinental Insurance Company	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
Transportation Insurance Company	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
Travelers Casualty and Surety Company	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-19-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-19-1996	11-28-2005	Vol. Surrender per Agent Rqst
Travelers Casualty and Surety Company of America	CAS/Active	02-04-2008		
	CAS/Inactive	07-19-1996	11-09-2007	Canceled
	PROP/Active	02-04-2008		
	PROP/Inactive	07-19-1996	11-09-2007	Canceled
Travelers Casualty Company of Connecticut	CAS/Inactive	07-19-1996	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-19-1996	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	CAS/Active	09-26-2007		
	CAS/Inactive	07-19-1996	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	07-19-1996	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Commercial	CAS/Inactive	06-14-2001	11-28-2005	Vol. Surrender per Agent Rqst

Insurance Company	CAS/Inactive	07-19-1996	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-14-2001	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-19-1996	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Constitution State Insurance Company	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Inactive	11-29-2005	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-29-2005	12-29-2006	Vol. Surrender per Agent Rqst
Travelers Indemnity Company of America, The	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Travelers Indemnity Company of Connecticut, The	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Travelers Indemnity Company, The	CAS/Active	09-26-2007		
	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Travelers Property	CAS/Active	09-26-2007		

Casualty Company of America	CAS/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Active	09-26-2007		
	PROP/Inactive	01-13-2006	12-29-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-04-1996	11-28-2005	Vol. Surrender per Agent Rqst
Travelers Property Casualty Insurance Company	CAS/Inactive	07-22-2005	11-28-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-22-2005	11-28-2005	Vol. Surrender per Agent Rqst
Trumbull Insurance Company	CAS/Inactive	07-05-2005	10-31-2008	Canceled
	PROP/Inactive	07-05-2005	10-31-2008	Canceled
Twin City Fire Insurance Company	CAS/Inactive	04-26-2000	10-26-2009	Canceled
	PROP/Inactive	04-26-2000	10-26-2009	Canceled
United Fire & Casualty Company	CAS/Active	07-26-1996		
	PROP/Active	07-26-1996		
United Pacific Insurance Company	CAS/Inactive	08-27-1996	02-13-2001	Company Merger
	PROP/Inactive	08-27-1996	02-13-2001	Company Merger
United States Fidelity and Guaranty Company	CAS/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-02-1996	02-09-2007	Vol. Surrender per Agent Rqst
United States Fire Insurance Company	CAS/Inactive	12-23-1996	03-08-2004	Canceled
	PROP/Inactive	12-23-1996	03-08-2004	Canceled
United Wisconsin Insurance Company	CAS/Active	03-14-2003		
USF&G Insurance Company of Wisconsin	CAS/Inactive	08-02-1996	01-01-2001	Company Merger
	PROP/Inactive	08-02-1996	01-01-2001	Company Merger
Valiant Insurance Company	CAS/Inactive	09-09-1998	12-05-2007	Canceled
	PROP/Inactive	09-09-1998	12-05-2007	Canceled
Valley Forge Insurance Company	CAS/Inactive	08-21-1996	01-05-2006	Canceled
	PROP/Inactive	08-21-1996	01-05-2006	Canceled
Venture Insurance Company	CAS/Inactive	07-08-2005	01-04-2006	Canceled
	PROP/Inactive	07-08-2005	01-04-2006	Canceled
Vigilant Insurance Company	CAS/Active	05-12-2008		
	CAS/Inactive	09-10-1996	12-26-2006	Canceled
	PROP/Active	05-12-2008		

	PROP/Inactive	09-10-1996	12-26-2006	Canceled
Virginia Surety Company, Inc.	CAS/Inactive	01-28-1997	11-30-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-28-1997	11-30-1998	Vol. Surrender per Agent Rqst
Washington International Insurance Company	CAS/Active	09-07-2001		
	PROP/Active	09-07-2001		
Wausau Business Insurance Company	CAS/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-23-1996	05-14-2003	Inadequate Production
	PROP/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-23-1996	05-14-2003	Inadequate Production
Wausau General Insurance Company	CAS/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-23-1996	05-14-2003	Inadequate Production
	PROP/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-23-1996	05-14-2003	Inadequate Production
Wausau Underwriters Insurance Company	CAS/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-23-1996	05-14-2003	Inadequate Production
	PROP/Inactive	07-18-2005	12-10-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-23-1996	05-14-2003	Inadequate Production
West Bend Mutual Insurance Company	CAS/Active	03-13-2008		
	CAS/Inactive	07-08-2005	10-17-2007	Canceled
	PROP/Active	03-13-2008		
	PROP/Inactive	07-08-2005	10-17-2007	Canceled
Western Surety Company	CAS/Active	07-21-2003		
Zurich American Insurance Company	CAS/Active	06-08-1999		
	PROP/Active	06-08-1999		
Zurich American Insurance Company of Illinois	CAS/Active	06-08-1999		
	PROP/Active	06-08-1999		

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

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

$93,228.00
FILE

BID OF JOE DANIELS CONSTRUCTION

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BREESE STEVENS FIELD CONCRETE DECK REPAIRS

CONTRACT NO. 7043

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON **MAY 21, 2013**

CITY ENGINEERING DIVISION
1600 EMIL STREET MADISON,
WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

INDEX

This Proposal, and Agreement have
been prepared by:

CITY PARKS DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN

Kevin Briski – Superintendant of Parks

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:	BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO.:	7043
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	4/19/13
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	4/19/13
BID SUBMISSION (1:00 P.M.)	4/26/13
BID OPEN (1:30 P.M.)	4/26/13
PUBLISHED IN WSJ	4/05/13 & 4/12/13 & 4/19/13

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2013 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

PREVAILING WAGE RATES

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

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an ☒

Building Demolition

101 ☐ Asbestos Removal
120 ☐ House Mover
110 ☐ Building Demolition

Street, Utility and Site Construction

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

Bridge Construction

501 ☐ Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

1 ☐ Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
2 ☐ Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
3 ☐ Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
4 ☐ Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
5 ☐ Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
6 ☐ Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
7 ☐ Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
8 ☐ Other_____
9 ☐ Other_____

Please refer to the Bid Express Website at https://bidexpress.com look up contract number and go to Section B: Proposal Page (If bidding electronically)

Section B: Proposal Page

More

Item Code	Description	Quantity	Units	Fixed	Unit Price
90000.0	General Conditions	1.0000	LS	No	
90001.0	Install New Sealant for Cracks	50.0000	LF	No	
90002.0	Remove Existing topping where present and Install New Thin Set Topping Repair (This does NOT include Membrane replacement - see below)	610.0000	SF	No	
90003.0	Partial Depth Spall Repairs	20.0000	SF	No	
90004.0	Full Depth Spall Repairs	20.0000	SF	No	
90005.0	New Expansion Joint cover over irregular crack	80.0000	SF	No	
90006.0	Epoxy Inject Debonded Topping	40.0000	SF	No	
90007.0	Surface Area Traffic Membrane	610.0000	SF	No	
90008.0	Apply Membrane Patch over crack or cut in existing Membrane	90.0000	LF	No	
90009.0	Mechanically wire brush clean and Paint Exposed Rebar	20.0000	LF	No	
90010.0	Install New Sealant for Cracks	460.0000	LF	No	
90011.0	Repoint CMU Mortar joints as required by vertical surface coating/membrane supplier.	500.0000	LF	No	
90012.0	Partial Depth Spall Repairs	5.0000	SF	No	
90013.0	Full Depth Spall Repairs	5.0000	SF	No	
90014.0	New Expansion Joint cover over irregular moving cracks and existing vertical construction joints.	24.0000	LF	No	
90015.0	Surface Area Traffic Membrane on vertical surface.	5.0000	SF	No	
90016.0	Remove existing paint and Apply Vertical Surface Coating/membrane	1,350.0000	SF	No	

Item Code	Description	Quantity	Units	Fixed	Unit Price
90017.0	New Expansion Joint cover at base of wall.	220.0000	LF	No	

Grand Totals	$

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders
City of Madison
SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

2.4.1.1 Attendance at the pre-bid meeting.

2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.

2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.

2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.

2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.

2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.

2.4.1.7 Providing SBEs with specific information regarding the work to be performed.

2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.

2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.

2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

2.4.2.1.1 **Cover Page,** Page C-7; and
2.4.2.1.2 **Summary Sheet,** C-8.

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

2.4.2.2.1 **Cover Page,** Page C-7;
2.4.2.2.2 **Summary Sheet,** C-8; and
2.4.2.2.3 **SBE Contact Report,** C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

B. A business that has averaged no more than $4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of $1.32 million.

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

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

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company:_____

Address:_____

Telephone Number:_____ Fax Number:_____

Contact Person/Title:_____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

_____ _____
Witness' Signature Bidder's Signature

_____
Date

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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: _____%.

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company:_____

Address:_____

Telephone Number:_____

Contact Person/Title:_____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

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

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

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

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

_____

_____

6. Describe any other good faith efforts:

_____

_____

SECTION D: SPECIAL PROVISIONS

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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.

ARTICLE 102 – BIDDING REQUIREMENTS AND CONDITIONS

PRE-BID INFORMATION

There will be a pre-bid meeting on April 19, 2013, at 1:00 p.m. at the Engineering Service Building, 1602 Emil Street, Madison, WI, to discuss the Small Business Enterprise (SBE) specifications for the project. A representative from the Affirmative Action Office will be present.

There will be a pre-bid tour of the existing building on April 19, 2013 at 2:00 p.m. until 3:30 PM to provide bidders the opportunity to acquaint themselves with the project. A representative from the Parks Division, along with the consultant, Graef – USA, will be present to take questions that if needed, will be answered by Addendum.

PRODUCT OPTIONS AND SUBSTITUTIONS

Materials and equipment for this project shall be from items specified or items approved as equal, in writing, by the Landscape Architect AT LEAST EIGHT (8) DAYS PRIOR TO BID DUE DATE.
Request for approval of materials or items of equipment as equal to that specified shall be submitted in writing from the General Contractor accompanied by data adequate to establish such equality and by citation of at least two (2) situations where such materials and/or items of equipment have been successfully used including references.

GENERAL INFORMATION

Prior to bidding, visit site to become familiar with and verify existing job conditions. See time for site visit listed under PRE-BID INFORMATION

Do not scale reduced drawings for exact dimensions. The drawings are intended to be plotted to 30"x42" to be scalable. For best viewing, plot in color to better distinguish hatching.

Work shall comply with all applicable codes and regulations.

Schedule initial work, site access and material storage designation with Thomas J. Maglio of the Parks Division, at 266-6518, at least 48 hours in advance.

Work shall be performed by mechanics skilled in the area of work included in this contract; shall be of professional quality; and shall be completed according to the best practice of the trade.

Workers shall be knowledgeable with regard to products used and shall take appropriate precautions required to safeguard health and safety.

The intent of the plans and specifications is to provide for the construction, execution and completion of the listed improvements, which the contractor undertakes to do in full compliance with the plans,

specifications, and contract. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work necessary to the prosecution and completion of the work.

The Contractor shall take no 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.

Conditions of the Contract and the General Conditions are applicable to all divisions of the Specifications and Drawings.

QUESTIONS
Questions pertaining to this project shall be directed to:
Daniel F. Windorski or Jonathan Hoeltke
Graef – USA
5126 W. Terrace Drive, Ste 111
Madison, WI 53718
(608) 242-1550
or
Thomas J. Maglio
City of Madison Parks Division
210 Martin Luther King Jr. Blvd.
City-County Bldg, Ste 104
PO Box 2987, Madison, WI 53701-2987
(608) 266-6518

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Records shall include employee demographics or contractor can submit a one-time report of all employee demographics that can be matched up with weekly payrolls. Reports shall only include last four social security digits. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual

hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than $53,000 for a single trade contract; or equal to or greater than $257,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

This repair contract consists of providing all work, equipment, and materials required to remove and properly install sections of new slab topping and traffic membrane and to install additional flashing and coating on the field wall at the Breese Stevens Athletic Field in accordance with the contract documents. **The following is a brief summary of the work required and is not intended to be all inclusive. Refer to the contract documents for all work required as part of this contract:**

- Remove areas of existing delaminated topping and membrane.
- Repair concrete and seal joints/cracks per Repair Schedule, which is within the project specifications.
- Scarify and Prepare existing concrete structure and install new sloped topping.
- Provide new expansion joints at moving irregular cracks.
- Install new membrane over patched areas and lap with existing membrane.
- Epoxy inject delaminated areas specified to re-bond the topping slab.
- Repair concrete spalls on the underside of the stadium, which is within the project documents.
- Remove existing paint off the specified portion of the field wall and install new vertical membrane.
- Re-point existing CMU joints.
- Remove existing sealant and route and seal cracks in field wall.
- Perform partial and full depth repairs.
- Install new expansion joint material at base and on the vertical face of the field wall.

- Remove and reinstall guardrail and bench seats as required to complete the work specified.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.12: COOPERATION OF THE CONTRACTOR

Contractor to note, this is a tight construction timetable. The successful bidder should know that to complete the work in the time allotted, weekend work may be required. The project is to be complete by August 23, 2013.

There is one night of soccer games that could not be re-located or re-scheduled on August 19th, starting at 6:00 PM. Therefore the contractor is required to make sure the facility is cleaned up and available for use that night. The commitment to the soccer club is that the City would assure one section of seating is available for that night. The week prior to this game, the contractor will meet with the Parks Division to decide, based on the progress of the job, the best seating area, and route to that seating area, to allow to be used that will not interfere with the construction. The Parks Division will then use caution tape to rope off that section and the route to that section, for that night.

SECTION 109.2: PROSECUTION OF THE WORK

Construction work must begin within seven (7) calendar days after the date appearing on mailed 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 within the contract time, the rate of progress and the time of completion being essential conditions of this Agreement.

SECTION 109.7: TIME OF COMPLETION

Start to work shall be on July 29, 2013 but not before the start work letter has been received. The completion date for this project is August 23, 2013.

SECTION 109.9 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work within the time specified in the contract, or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that

may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, the sum set forth in the following schedule for each and every day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the time specified in the contract.

The fixed, agreed and liquidated damages shall be assessed, unless otherwise specified, in accordance with the following schedule, which represents the City's estimate of damages at the time of contracting:

CONTRACT AMOUNT			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
From More Than	To and Including	Calendar Day	Working Day
$ 0	$ 50,00	$ 150.00	$ 300.00
50,000	100,00	180.00	360.00
100,000	300,00	295.00	590.00
300,000	500.00	480.00	960.00
500,000	1,000,000	665.00	1,330.00
$ 1,000.000	$ ---	$ 990.00	$ 1,980.00

BID ITEM 90000 – GENERAL CONDITIONS

This bid item shall be considered to include all work required to complete this project outside of the bid items, per the intent of these plans and specifications, including but not limited to the following:

- Any/all mobilizations to the site needed to complete the project.
- The cost and acquisition of any/all permits and fees required for this project.
- The cost of printing/enlarging construction sets of plans and specifications if required for this project.
- Any/all restoration of disturbed surfaces adjacent to the repair work (to match existing) as a result of access issues.
- Contractor shall be responsible for restoring, repairing and/or replacing any materials, equipment or site damage caused by the work of this project to its original finish and/or condition.
- Any/all restoration of disturbed surfaces to match existing
- Any/all costs associated with Section 104 – Scope of Work that may not be included in the Bid Items
- Any/all costs associated with Article 102 – Bidding Requirements and Conditions

METHOD OF MEASUREMENT

General Conditions shall be measured as a single unit of work.

BASIS OF PAYMENT

General Conditions shall be paid in accordance with Section 109.14 of the Standard Specifications.

SECTION 07 90 00

JOINT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes;
1. Exterior joint sealants.
2. Interior joint sealants.
3. Oversized joint backing.
4. Pressure sensitive bond breaker.
5. Expansion joint and moving crack cover.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Joint Repair:
1. Basis Measurement: By the linear feet.
2. Basis of Payment: Includes surface preparation, installation, and finishing.
3. Contract price shall include all stated repairs. Contract price shall be based upon estimated sizes and depths of repairs. Contractor shall be paid for actual quantity.

B. Crack Repair:
1. Basis of Measurement: By the linear foot.
2. Basis of Payment: Includes surface preparation, installation, repair materials, and surface finishing.
3. Contract price shall include all stated repairs. Contract price shall be based upon estimated sizes and depths of repairs. Contractor shall be paid for actual quantity.

C. Related Sections:
1. Applicable provisions of Division 01 shall govern all work under this Section.
2. Section 03 01 00 – Concrete Restoration.
3. Section 07 18 00 – Traffic Coatings.

1.3 REFERENCES

A. ASTM International:
1. ASTM C834 - Standard Specification for Latex Sealants.
2. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
3. ASTM C1193 - Standard Guide for Use of Joint Sealants.
4. ASTM C1248 – Standard Test Method for Staining of Porous Substrate by Joint Sealants.
5. ASTM C1472 – Standard Guide for Calculating Movement and Other Effects when Establishing Joint Sealant Width.
6. ASTM D1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.

7. ASTM D1667 - Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

B. Provide joint sealants for interior applications that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.5 SUBMITTALS

A. Division 01 – General Requirements: Submittal procedures.

B. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

C. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.

D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.

F. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control" Article.

G. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

H. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

I. Warranty: Include coverage for installed sealants and accessories failing to achieve airtight seal or a watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose

work has resulted in joint-sealant installations with a record of successful in-service performance.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.8 COORDINATION

A. Division 01 – General Requirements: Coordination and project conditions.

B. Coordinate Work with sections referencing this section.

1.9 WARRANTY

A. Division 01 – Execution Requirements: Product warranties and product bonds.

B. Material Manufacturer and Installation Contractor shall be jointly and severally responsible and shall submit an affidavit signed by both parties warranting the installation system for a period of five years from date of substantial completion.

C. Warranty shall cover loss of waterproofing by cohesive and adhesive bond, aggregate and may exclude fire, structural failure, acts of God, or willful damage other than intended usage.

D. Leaks, and bond failures surfaces under warranty shall be repaired or replaced at no cost to the Owner within 8 months of notification of the Owner.

PART 2 PRODUCTS

2.1 JOINT SEALERS - EXTERIOR

A. **JSE-1:** Single component, polyurethane sealant, ASTM C920, Type S, Grade NS, Class 25, Use NT, A, G, O and M; Federal Specification TT-S-00230, Class A, Type II; with joint movement capability of 25 percent for **exterior** applications;

1. Manufacturers;
   a. BASF Corporation Building Systems: Sonneborn Sonolastic NP1/NP2.
   b. Bostik, Inc.: Chem-Calk 900.
   c. Pecora Corporation: DynaTrol I-XL.
   d. Sika Corporation: Sikaflex -1a.
   e. Tremco Commercial Sealants & Waterproofing: Dymonic.
   f. Tremco Commercial Sealants & Waterproofing: Vulkem 116.
   g. Substitutions: Division 01 – General Requirements.

2.2 EXPANSION JOINT COVER AT MOVING CRACK

A. Manufacturers:
   1. Sika: Sikadur Combiflex
   2. Parchem: Emer-Band
   3. Substitutions: In accordance with Division 01 – Product Requirements.

2.3 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Division 01 – General Requirements: Coordination and project conditions.

B. Verify substrate surfaces and joint openings are ready to receive work.

C. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

A. Remove loose materials and foreign matter impairing adhesion of sealant.

B. Clean and prime joints.

C. Perform preparation in accordance with ASTM C1193.

D. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 INSTALLATION

A. Perform installation in accordance with ASTM C1193.

B. Perform acoustical sealant application work in accordance with ASTM C919.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install bond breaker where joint backing is not used.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

G. Tool joints concave.

H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

I. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

3.4 CLEANING

A. Division 01 – General Requirements: Final cleaning.

B. Clean adjacent soiled surfaces.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

A. Division 01 – General Requirements: Protecting installed construction.

B. Protect sealants until cured.

END OF SECTION

SECTION 07 18 00

TRAFFIC COATINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. The furnishing of all labor, materials, tools and equipment to perform the surface preparation and installation of a system consisting of a liquid applied elastomeric waterproof membrane and a chemical and abrasion resistant non-skid traffic topping incorporating selected aggregate.
2. Entire exterior exposed surface of Seating Structure to receive the waterproof membrane where removed by concrete restoration process or noted by the repair schedule, including horizontal and vertical surfaces. Extend waterproofing membrane or join as required by manufacturer on to existing membrane.

B. Related Sections:

1. Applicable provisions of Division 01 shall govern all work under this Section.
2. Section 03 01 00 – Concrete Restoration.
3. Section 07 90 00 - Joint Protection.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Repair Surface:

1. Basis of Measurement: By the square foot.
2. Basis of Payment: Includes surface preparation, installation, and finishing.
3. Contract price shall include all stated repairs. Contract price shall be based upon estimated sizes and depths of repairs. Contractor shall be paid for actual quantity installed.

1.3 REFERENCES

A. ASTM International:

1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers -Tension.
2. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
3. ASTM D1044 - Standard Test Method for Resistance of Transparent Plastics to Surface Abrasion.
4. ASTM D1360 - Standard Test Method for Fire Retardancy of Paints (Cabinet Method).
5. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
6. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

B. Underwriters Laboratories Inc.:
   1. UL - Fire Resistance Directory.

1.4 SUBMITTALS

A. Division 01 - General Requirements: Submittal procedures.

B. Product Data: Submit product characteristics, limitations, and identify dissolving solvents, fuels, and potential destructive compounds.

C. Samples: Submit two inch in size illustrating color, surface texture, and variations.

D. Manufacturer's Installation Instructions: Submit special environmental conditions required to install the Product and potential incompatibilities with adjacent materials.

1.5 CLOSEOUT SUBMITTALS

A. Division 01 - General Requirements: Closeout procedures.

B. Operation and Maintenance Data: Submit procedures for stain removal, repairing surface, and cleaning.

C. Warranty: Submit manufacturer's warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.6 QUALITY ASSURANCE

A. Verify compatibility with existing membrane, new and existing sealants, and expansion joint materials.

B. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

B. Applicator: Company specializing in performing Work of this section with minimum five years documented experience approved by manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Division 01 - General Requirements: Product storage and handling requirements.

B. Maintain ambient storage temperature per manufacturer's requirements.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Division 01 - General Requirements.

B. Do not install materials when temperature is below or above manufacturer's recommendations.

C. Maintain this temperature range, 24 hours before, during and 72 hours after application.

D. Restrict traffic from area where materials are being installed or are curing.

1.10 WARRANTY

A. Division 01 - General Requirements: Product warranties and product bonds.

B. Materials Manufacturer and Installation Contractor shall be jointly and severally responsible and shall submit an affidavit signed by both parties warranting the installation system for a period of five years from date of substantial completion.

C. Warranty shall cover loss of waterproofing and loss of more than 20% of traffic topping aggregate and may exclude fire, structural failure, acts of God, or willful damage other than intended usage. The traffic topping will be deemed to have lost more than 20% of its aggregate when its thickness is less than 0.05 inches.

PART 2 PRODUCTS

2.1 TRAFFIC MEMBRANE

A. Manufacturers:
1. BASF: Sonoguard to match existing.
2. Substitutions: In accordance with Division 01 – General Requirements.

2.2 COMPONENTS

A. Slip Sheet: As recommended by manufacturer.

B. Membrane: Fluid applied polyurethane waterproof, color to match existing; conforming to the following:

Property	Test	Result
Tensile Strength	ASTM D412	750 psi minimum
Moisture Vapor Permeability	ASTM E96	2.7 perms maximum
Bond Strength	ASTM D903	18 lb/in width maximum.
Abrasion Resistance	ASTM D1044	Maximum Weight loss of 50 gm/1000 cycles.

C. Topping: Fluid applied Polyurethane compound, conforming to the following:

Property	ASTM Test	Result
Tensile Strength	D412	1500 psi minimum
Hardness	D2240	68 minimum
Elongation %	D412	250% minimum
Tear Strength	D1004	150 pli minimum
Abrasion Resistance	C501	0.030g maximum

The color of the wear coat and final top coat shall be light grey.

D. Surfacing: Clean sand as recommended by manufacturer.

E. Filler and Primer: As recommended by membrane manufacturer.

F. Cant Strips: 1 x 1 inches x 45 degrees, of dense sponge rubber compatible with adjacent materials.

G. Sealant: Type, compatible with system and adjacent materials.

PART 3 EXECUTION

3.1 EXAMINATION

A. Division 01 – General Requirements: Coordination and project conditions.

B. Verify substrate is ready to receive work, surface is clean, dry and free of substances which could affect bond.

C. Do not begin work until concrete substrate has cured per membrane requirements, minimum, and measured moisture content is not greater than 16 percent.

D. Test concrete surfaces with litmus paper for acceptable level of alkalinity.

3.2 PREPARATION

A. Clean substrate surface free of foreign matter.

B. Patch concrete substrate with filler to produce surface conducive to bond.

C. Install cant strips secure at intersecting surfaces.

D. Protect adjacent surfaces.

3.3 INSTALLATION

A. Apply system materials by a manufacturer's approved contractor in strict accordance with the manufacturer's written specifications. All procedures for installation shall comply with recommendations of manufacturer of product being used.

B. Apply primer to prepared substrate to dry film thickness of 5 mils.

C. Cold joints and visible hairline cracks (up to 1/16 inch in width) shall be cleaned, primed, and treated with a detail coat a minimum distance of 2 inches on each side of crack or joint.

D. Large visible cracks (1/16" or greater in width) shall be routed and sealed with a sealant approved by the membrane supplier. Sealant shall be supplied to the inside area of the crack only. Sealed cracks shall be cleaned, primed, and treated with a detail coat a minimum distance of 2 inches on each side of the crack.

E. When primer is tack free, apply one base coat of membrane in strict accordance with the manufacturer's latest instructions. Membrane base coat shall be applied to total minimum dry film thickness of 25 mils.

F. Following application and curing of waterproof membrane base coat, apply a final coating having a minimum of 15 mils dry film thickness. Final coating shall be squeegeed and backrolled to ensure uniform thickness. While final coating is still fluid, uniformly apply aggregate into coating and backroll as required to obtain an integral aggregate wear resistance system.

G. Following curing of the final coating, remove the excess aggregate.

H. Apply sealant to junction of horizontal and intersecting surfaces to achieve watertight seal.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

A. Division 01 – General Requirements: Protecting installed construction.

B. Do not permit traffic over unprotected surfaces.

3.5 CLEANING

A. Damaged, spotted or smeared pars of building and equipment shall be repaired and cleaned by this Contractor.

B. Work or materials damaged beyond repair in opinion of Engineer, shall be replaced by this Contractor.

C. Remove all masking protection, debris, containers, equipment, materials, etc. from site and from surfaces.

END OF SECTION

SECTION 03 01 00

CONCRETE RESTORATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Concrete reinforcement repair.
2. Concrete surface repair.
3. Concrete crack repair.

B. Related Sections:
1. Applicable provisions of Division 01 shall govern all work under this Section.
2. Section 07 18 00 - Traffic Coatings.
3. Section 07 90 00 - Joint Protection.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Repair Surface:
1. Basis of Measurement: By the square foot.
2. Basis of Payment: Includes surface preparation, concrete repair, and finishing.
3. Contract price shall include all stated repairs. Contract price shall be based upon estimated sizes and depths of repairs. Contractor shall be paid for actual quantity installed.

B. Crack Repair:
1. Basis of Measurement: By the linear foot.
2. Basis of Payment: Includes surface preparation, injection ports, repair materials, and surface finishing.
3. Contract price shall include all stated repairs. Contract price shall be based upon estimated sizes and depths of repairs. Contractor shall be paid for actual quantity installed.

1.3 REFERENCES

A. ASTM International:
1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
4. ASTM C33 - Standard Specification for Concrete Aggregates.
5. ASTM C109 - Standard Test Method for Compressive strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens).

6. ASTM C150 - Standard Specification for Portland Cement.
7. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
8. ASTM C293 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading).
9. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
10. ASTM C882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.
11. ASTM C1042 - Standard Test Method for Bond Strength of Latex Systems Used With Concrete By Slant Shear.
12. ASTM D638 - Standard Test Method for Tensile Properties of Plastics.
13. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics.
14. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

B. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

1.4 SUBMITTALS

A. Division 01 – General Requirements: Submittal procedures.

B. Product Data: Submit product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material. Verification of compatibility with existing and new membrane and all products in contact.

C. Color Sample of all exposed products. Owner to choose color from submittal.

D. Manufacturer's Instructions: Submit mixing instructions.

E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Division 01 – General Requirements: Closeout procedures.

B. Project Record Documents: Accurately record actual locations of structural reinforcement repairs, type of repair, and quantity. Contractor shall notify engineer as soon as quantities appear over or under the estimated quantities.

C. Operation and Maintenance Data: Procedures for submittals.

1.6 QUALITY ASSURANCE

A. Perform welding work in accordance with AWS D1.4.

B. Verify compatibility of horizontal membrane with vertical polyura membrane and all products in contact with it.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

B. Applicator: Company specializing in concrete repair with minimum five years documented experience and approved by manufacturer.

1.8 MOCK-UP

A. Division 01 – General Requirements: Requirements for mockup.

B. Construct mockup panel a minimum of 3 feet long by 3 feet wide at a expansion joint, illustrating preparation including crack and expansion joint repair detailing, topping subsurface preparation patching method, color and texture of repair surface, horizontal traffic membrane, and vertical wall membrane.

C. Prepare one mockup of each type of injection and patching procedure.

D. Locate where directed by Architect/Engineer.

E. Incorporate accepted mockup as part of Work.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Division 01 – General Requirements: Product storage and handling requirements.

B. Comply with instructions for storage, shelf life limitations, and handling.

1.10 WARRANTY – THIN SET OVERLAY

A. Division 01 – Execution Requirements: Product warranties and product bonds.

B. Materials Manufacturer and Installation Contractor shall be jointly and severally responsible and shall submit an affidavit signed by both parties warranting the installation system for a period of five years from date of substantial completion.

C. Warranty shall cover delamination of thin set from substrate and may include fire, structural failure, acts of God, or willful damage other than intended usage.

D. Damaged surfaces under warranty shall be repaired or replaced at no cost to the Owner within 8 months of notification of the Owner.

PART 2 PRODUCTS

2.1 EPOXY ADHESIVE INJECTION MATERIALS

A. Manufacturers:
   1. BASF – Product: Concresive 1380.
   2. Sika Corporation – Product: Sikadur 35.
   3. Substitutions: In accordance with Division 01 - General Requirements.

B. Epoxy Adhesive: Two-part epoxy adhesive containing 100 percent solids, meeting the following minimum characteristics:

Characteristic	Test Method	Results
Bond Strength	ASTM C882	2,700 psi
Tensile Strength	ASTM D638	6,600 psi
Elongation	ASTM D638	2 percent at 7 days 70 degrees F
Flexural Strength	ASTM D790	8,000 psi
Compressive Strength	ASTM D695	6,500 psi

2.2 CEMENTITIOUS MORTAR MATERIALS

A. Manufacturers:
1. The Euclid Chemical Company – Product: EucoPatch.
2. L & M Construction Chemicals, Inc. – Product: DURACRETE.
3. BASF – Product: HBZ Repair Mortar.
4. Substitutions: In accordance with Division 01 – General Requirements.

B. Cementitious Mortar: Packaged patching mortar with the following properties:
1. Compressive Strength: ASTM C109; minimum 2,000 psi after one day and 5,000 psi after 28 days.
2. Bond Strength: ASTM C882; minimum 2,500 psi after 28 days.
3. Flexural Strength; ASTM C293; minimum 1,500 psi after 28 days.

C. Sand: ASTM C33; uniformly graded, clean.

D. Water: Clean and potable.

E. Air Entrainment Admixture: ASTM C260.

F. Calcium Chloride: Not permitted.

G. Bonding Agent: As recommended by mortar supplier.

2.3 THIN SET OVERLAY

A. Contractor responsible for verifying compatibility with adjacent materials and membrane.

B. Manufacturers:
1. The Euclid Chemical Company: Tamms Thin Patch
2. L&M Construction Chemicals: DURATHIN
3. BASF: Master Top 118Z
4. MIRACOTE: Mira Patch RM1
5. Substitution – Division 1 – Product Requirements

2.4 FIELD WALL VERTICAL MEMBRANE COATING - Polyurea Alphatic for exterior use with UV stability.

A. Manufacturers:
   1. Versa Flex 42Daliphatic, UV color stable
   2. American Polymers Corp.: Polyeuro 750Z
   3. Substitutions: In accordance with Division 01 – General Requirements

B. Apply a minimum thickness of 20 mils in multiple coats as recommended by the polyurea supplier.

2.5 REINFORCING PAINT

A. Manufacturers:
   1. Lustoleum: Professional Grade Heavy Duty Enamal (Color: Gray and 7569 Red Primer
   2. Substitutions – Division 1 – Product Requirements

2.6 REINFORCEMENT MATERIALS

A. Reinforcing Steel: ASTM A615 60 ksi yield grade billet-steel deformed bars, unfinished finish.

B. Stirrup Steel: ASTM A82.

2.7 MIXING CEMENTITIOUS MORTAR

A. Mix cementitious mortar to consistency required for purpose intended.

B. Provide bonding agent as additive to mix as recommended by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Division 01 – General Requirements: Coordination and project conditions.

B. Verify surfaces are ready to receive work.

C. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

A. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using water; rinse surface and allow to dry.

B. Flush out cracks and voids with water to remove laitance and dirt.

C. Provide temporary entry ports spaced to accomplish movement of fluids between ports; no deeper than depth of crack to be filled or port size diameter no greater than thickness of crack. Provide temporary seal at concrete surface to prevent leakage of adhesive.

D. For areas patched with cementitious mortar and at the thin set overlay remove all deteriorated concrete, dirt, oil, grease, and all bond inhibiting material from the surface. Be sure the repair area is not less than 1/8-inch in depth. Preparation work should be done by pneumatic chipping hammer 15 pounds or less, or other approved mechanical means or scarifying equipment, to obtain an aggregate fractured surface with minimum surface profile of ± 1/8-inch.

If a reinforcing bar is exposed for half its diameter or if its bond to the adjacent concrete is broke, then the remaining concrete around the bar shall be removed to provide a minimum clearance of ¾-inch between the bar and the concrete.

The exposed reinforcing and exposed fractured concrete surface shall be thoroughly cleaned by sandblasting. Treat reinforcement with anti-corrosion coating.

E. Wire brush SSP N12 clean exposed reinforcement steel surfaces. Mechanically cut away damaged portions of bar.

F. Provide bonding agent to surface prior to application of thinset overlay. Bonding agent to be approved by thinset supplier. Bonding agent shall be applied by manufacturer's requirements.

G. Vertical Membrane on Field Wall:

1. Sand blast existing surface to remove existing coating, parge surface of concrete and CMU with cementitious material approved by polyurea supplier to smooth out bug holes, etc, and prepare per the manufacturers requirements. Apply primer as required by manufacturer. Provide tests of concrete and masonry as required by manufacturer.

3.3 INJECTION - EPOXY RESIN

A. Inject epoxy resin adhesive into prepared ports under pressure using equipment appropriate for particular application.

B. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

C. Remove temporary seal and excess adhesive.

D. Clean surfaces adjacent to repair and blend finish.

3.4 APPLICATION - CEMENTITIOUS MORTAR

A. Apply spray or brush coating of bonding agent to concrete surfaces. Provide full surface coverage.

B. Apply cementitious mortar by steel trowel to average thickness of 3 inches. Tamp into place filling voids at spalled areas. Work mix into honeycomb.

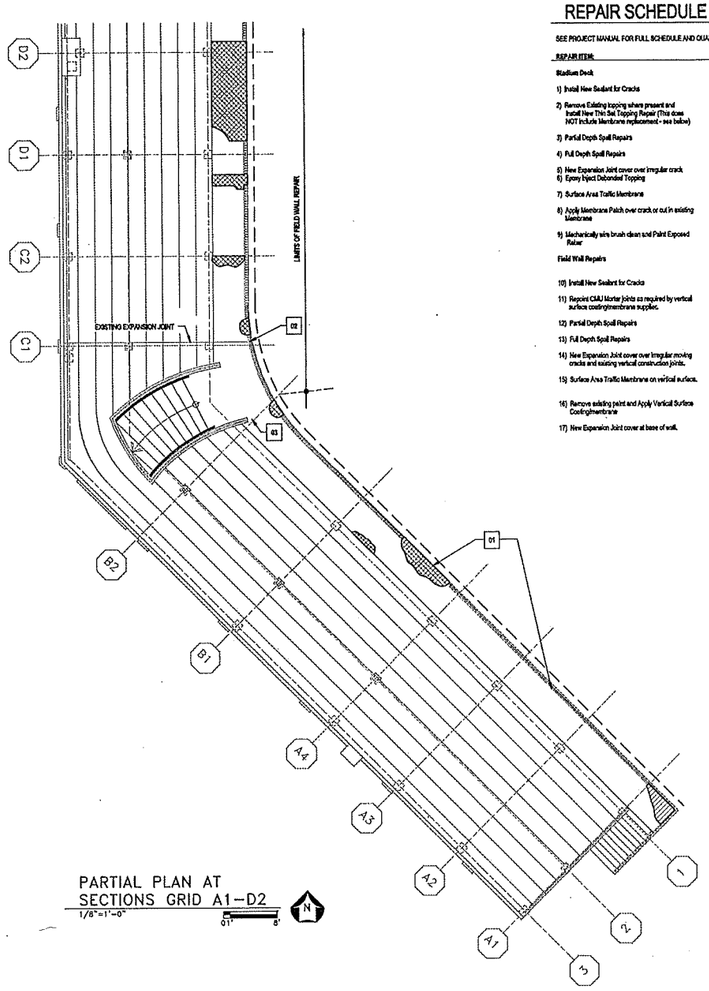
C. Damp cure cementitious mortar for four days, as recommended by mortar supplier.

3.5 FIELD QUALITY CONTROL

A. Division 01 – General Requirements: Testing, inspection and analysis requirements.

B. Contractor shall have a competent, technical representative of the manufacturer of the concrete repair products on the site at the beginning of the work to approve in writing that preparation and application of the materials is in accordance with the manufacturer's recommendations. Work shall not begin until such approval is submitted to the Engineer.

END OF SECTION



PARTIAL PLAN AT SECTIONS GRID A1–D2
1/8"=1'-0"

REPAIR SCHEDULE

SEE PROJECT MANUAL FOR FULL SCHEDULE AND QUANTITIES

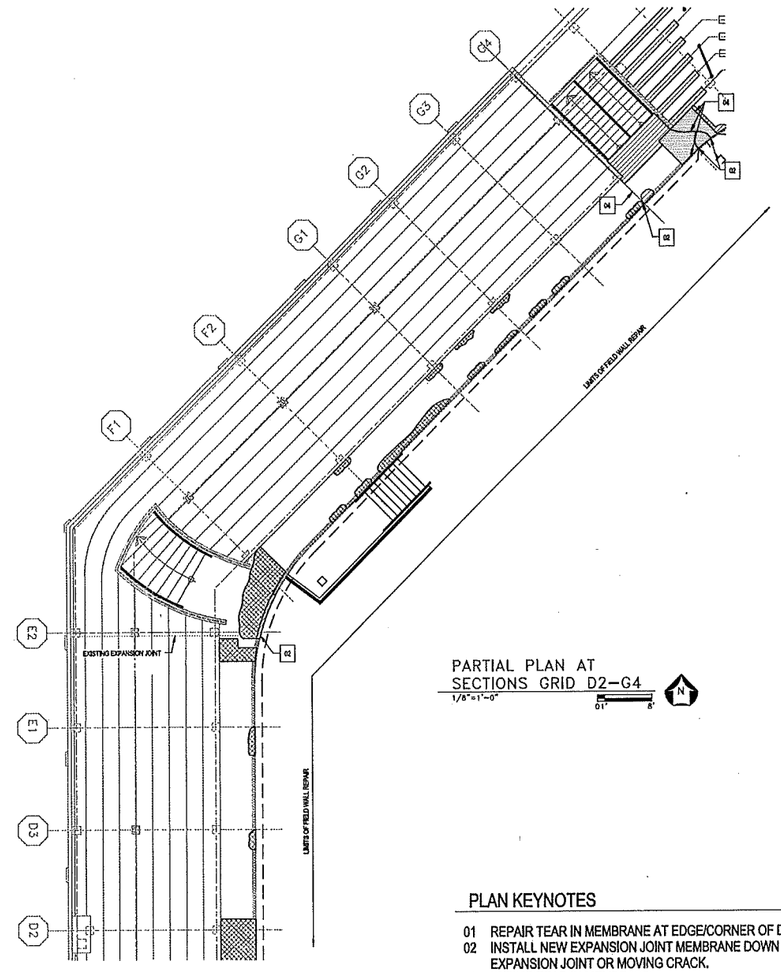
REPAIR ITEM:

Stadium Deck

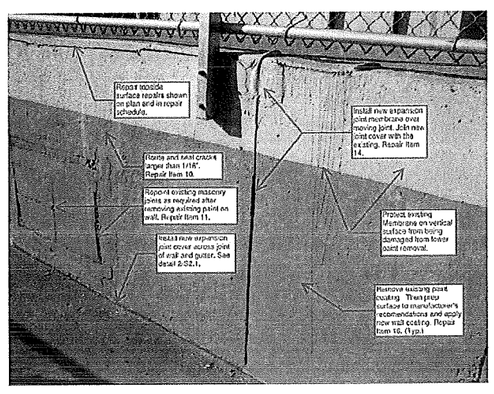
1) Install New Sealant for Cracks
2) Remove Existing topping where present and Install New Thin Set Topping Repair (This does NOT include Membrane replacement - see below)
3) Partial Depth Spall Repairs
4) Full Depth Spall Repairs
5) New Expansion Joint cover over irregular crack
6) Epoxy Inject Debonded Topping
7) Surface Area Traffic Membrane
8) Apply Membrane Patch over crack or cut in existing Membrane
9) Mechanically wire brush clean and Paint Exposed Rebar

Field Wall Repairs

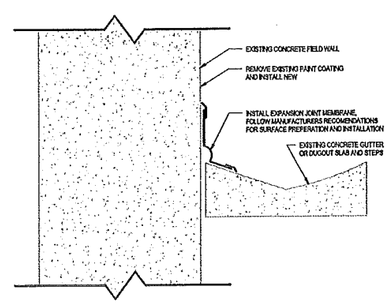
10) Install New Sealant for Cracks
11) Repoint CMU Mortar joints as required by vertical surface coating/membrane supplier.
12) Partial Depth Spall Repairs
13) Full Depth Spall Repairs
14) New Expansion Joint cover over irregular moving cracks and existing vertical construction joints.
15) Surface Area Traffic Membrane on vertical surface.
16) Remove existing paint and Apply Vertical Surface Coating/membrane
17) New Expansion Joint cover at base of wall.



PARTIAL PLAN AT SECTIONS GRID D2–G4
1/8"=1'-0"



1 TYPICAL FIELD WALL REPAIR
3/4" = 1'-0"



2 WALL BASE JOINT DETAIL - REPAIR ITEM 17
3" = 1'-0"

PLAN KEYNOTES

01 REPAIR TEAR IN MEMBRANE AT EDGE/CORNER OF DECK.
02 INSTALL NEW EXPANSION JOINT MEMBRANE DOWN FACE OF WALL AT EXISTING EXPANSION JOINT OR MOVING CRACK.
03 REPAIR TEAR IN MEMBRANE.
04 INSTALL NEW EXPANSION JOINT MEMBRANE ALONG EXPANSION JOINT OR MOVING CRACK.

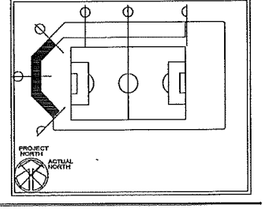
LEGEND

- = DEBONDED TOPPING TO BE REPAIRED. REPAIR ITEM 2 AND 7.
- = AREAS WITH REMOVED TOPPING TO BE REPAIRED. REPAIR ITEM 2 AND 7.
- = DEBONDED TOPPING TO BE EPOXY INJECTED, REPAIR ITEM 6.
- = DEBONDED TOPPING - NO WORK UNLESS NOTED OTHERWISE.

PLAN NOTES

- SEE PROJECT MANUAL FOR REPAIR SCHEDULE AND UNIT QUANTITIES.
- REMOVE AND THEN REINSTALL FENCE, SEATING, AND/OR GUARD RAILS, AS REQUIRED TO PERFORM WORK.
- THE REPAIRS SHOWN ON THESE PLANS ARE NOT FULLY INCLUSIVE OF ALL REPAIRS SHOWN IN THE REPAIR SCHEDULE.
- CONTRACTOR TO SURVEY STADIUM CONDITIONS AND VERIFY UNIT QUANTITIES PRIOR TO STARTING WORK, IF REPAIR QUANTITIES DIFFER FROM DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY, IF QUANTITIES DIFFER.

KEY PLAN



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THESE DRAWINGS ARE INTENDED TO BE PLOTTED TO 30"X42" TO BE SCALABLE. FOR BEST VIEWING, PLOT IN COLOR TO BETTER DISTIGUISH HATCHING.

CONSULTANTS:

PROJECT TITLE:
BREESE STEVENS REPAIRS
MADISON, WI
FOR CITY OF MADISON PARKS DEPARTMENT

ISSUE:

PROJECT INFORMATION:

PROJECT NUMBER:	2012-5037.00
DATE:	4/01/2013
DRAWN BY:	JRW
CHECKED BY:	JWH
APPROVED BY:	DFW
SCALE:	AS NOTED

SHEET TITLE:
PARTIAL PLAN A1-G4

SHEET NUMBER:
S2.1

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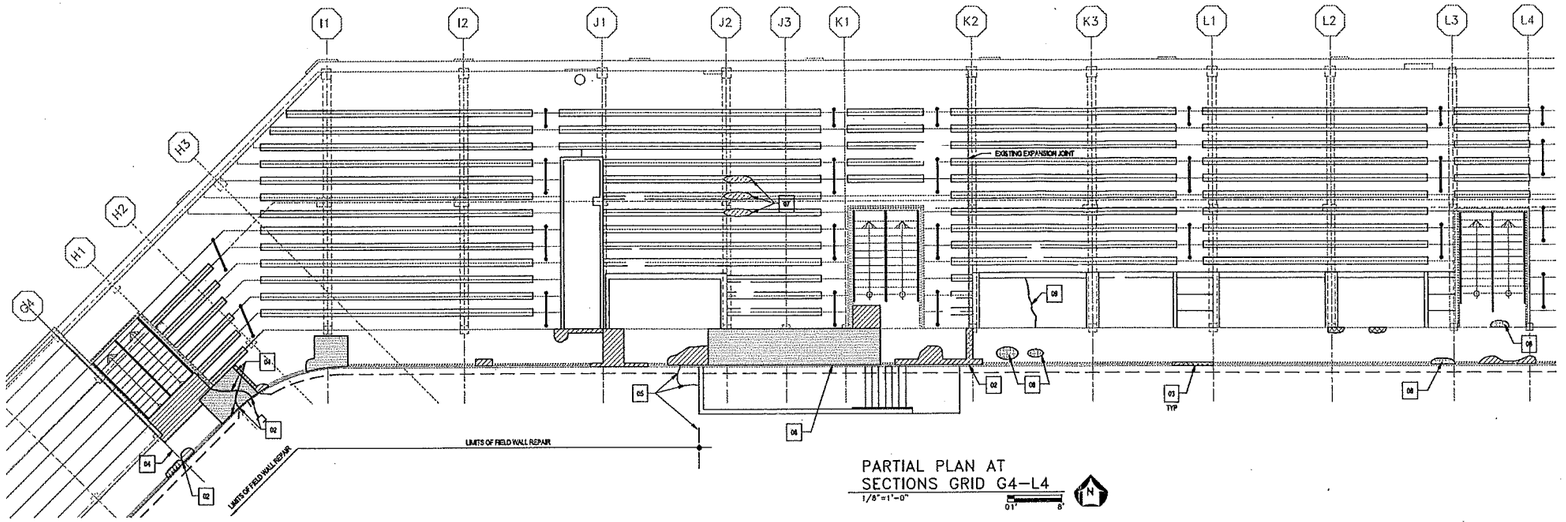
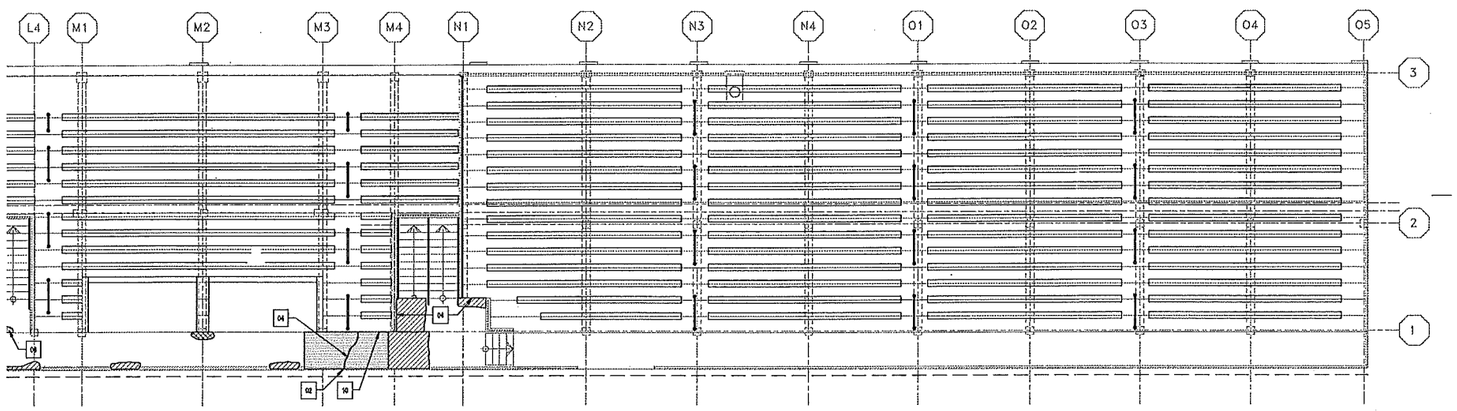


PARTIAL PLAN AT SECTIONS GRID G4–L4
1/8"=1'-0"



PARTIAL PLAN AT SECTIONS GRID L4–O5
1/8"=1'-0"

PLAN KEYNOTES

01 REPAIR TEAR IN MEMBRANE AT EDGE/CORNER OF DECK.
02 INSTALL NEW EXPANSION JOINT MEMBRANE DOWN FACE OF WALL AT EXISTING EXPANSION JOINT OR MOVING CRACK.
03 REPAIR TEAR IN MEMBRANE.
04 INSTALL NEW EXPANSION JOINT MEMBRANE ALONG EXPANSION JOINT OR MOVING CRACK.
05 ROUTE AND SEAL CRACKS IN GUTTER.
06 ROUTE AND SEAL CRACK IN CMU WALL.
07 UNDERSIDE PARTIAL DEPTH PATCH REPAIR IN BATHROOM.
08 EPOXY INJECT DELAMINATED TOPPING AND REPAIR MEMBRANE AT INJECTION PORTS.
09 ROUTE, SEAL, AND REPAIR MEMBRANE.
10 PROVIDE 1/2" ISOLATION MATERIAL WITH SEALANT AND MEMBRANE AT EXISTING CRACK AT FACE OF RISER.

PLAN NOTES

- SEE PROJECT MANUAL FOR REPAIR SCHEDULE AND UNIT QUANTITIES.
- REMOVE AND THEN REINSTALL FENCE, SEATING, AND/OR GUARD RAILS, AS REQUIRED TO PERFORM WORK.
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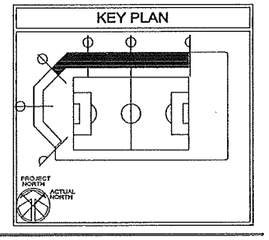
KEY PLAN



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ISSUE:

PROJECT INFORMATION:

PROJECT NUMBER:	2012-5037.00
DATE:	4/01/2013
DRAWN BY:	JRW
CHECKED BY:	JWH
APPROVED BY:	DFW
SCALE:	AS NOTED

SHEET TITLE:
PARTIAL PLAN G4-05

SHEET NUMBER:
S2.2

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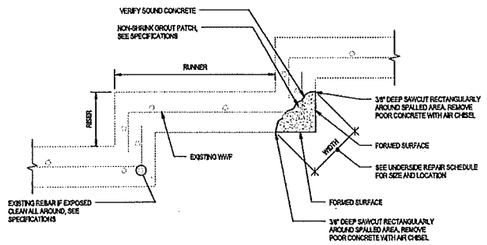
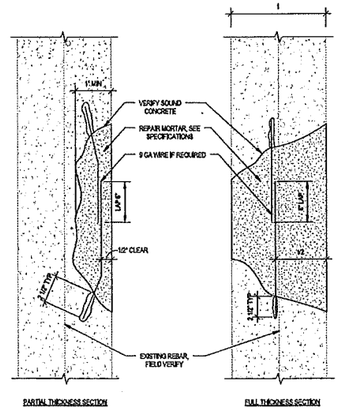
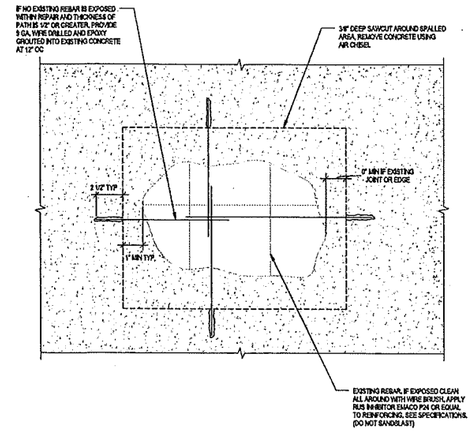


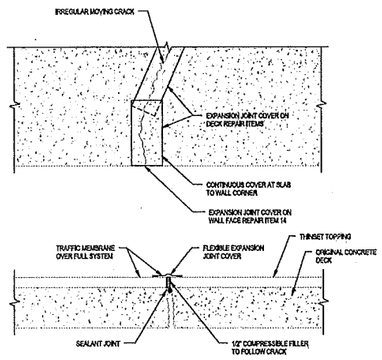
1 TYPICAL UNDERSIDE PARTIAL DEPTH REPAIR
1 1/2" = 1'-0"



2 SECTION AT SPALL DELAMINATION REPAIR ITEMS 3,4,12 &13
1 1/2" = 1'-0"



3 ELEVATION AT PARTIAL AND FULL DEPTH REPAIR ITEMS 3,4,12 &13
1 1/2" = 1'-0"



4 EXPANSION JOINT COVER AT MOVING CRACK - REPAIR ITEMS
1 1/2" = 1'-0"

THESE DRAWINGS ARE INTENDED TO BE PLOTTED TO 30"X42" TO BE SCALABLE. FOR BEST VIEWING, PLOT IN COLOR TO BETTER DISTIGUISH HATCHING.

GRAEF

5126 West Terrace Drive,
Suite 111
Madison, WI 53718-8346
608 / 242 1550
608 / 242 0787 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:
BREESE STEVENS REPAIRS
MADISON, WI
FOR CITY OF MADISON PARKS DEPARTMENT

ISSUE:

PROJECT INFORMATION:

PROJECT NUMBER:	2012-5037.00
DATE:	4/01/2013
DRAWN BY:	Author
CHECKED BY:	Checker
APPROVED BY:	Approver
SCALE:	AS NOTED

SHEET TITLE:
DETAILS

SHEET NUMBER:
S2.3

K:\Jobs2012\2012\5037\BIM\Central\2012-5037_S_Central.rvt
4/1/2013 12:57:24 PM

SECTION E: BIDDERS ACKNOWLEDGEMENT

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 Joe Daniels Const. Co., Inc.(name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Joseph A Daniel
SIGNATURE Joseph A. Daniels

President
TITLE, IF ANY

Sworn and subscribed to before me this 26th day of April, 20 13.
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07/17/2016 Keea I. Sainsbury
Bidders shall not add any conditions or qualifying statements to this Proposal.

KEEA I. SAINSBURY NOTARY PUBLIC STATE OF WISCONSIN

Joe Daniels Construction – Contract #7043

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Please select the method of submission below. The form can be found below for filling out
online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) amd 103.50(2), Wisconsin Statues.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below,on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

☑ Not Applicable

Name of Business

Street Address or PO Box
City
State and Zip Code

Name of Business

Street Address or P O Box
City
State and Zip Code

Name of Business

Street Address or P O Box
City
State and Zip Code

Best Value Contracting
1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
Trucking

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

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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: Joe Daniels Construction Co., Inc.

Address: 919 Applegate Road, Madison, WI 53713

Telephone Number: 608/271-4800 Fax Number: 608/271-4570

Contact Person/Title: Joseph A. Daniels - President

Prime Bidder Certification

I, Joseph A. Daniels (Name), President (Title) of Joe Daniels Construction Co., Inc. (Company) certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Bidder's Signature

April 26, 2013
Date

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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:		0 %

SBE Subcontractors Who Are Suppliers

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

Total Percentage of SBE Utilization: 0 %.

Joe Daniels Construction – Contract #7043

Section B: Proposal Page

Section B: Proposal Page

Item Code	Description	Quantity	Units	Unit Price	Extension
90000.0	General Conditions	1.0000	LS	$10,026.80	$10,026.80
90001.0	Install New Sealant for Cracks	50.0000	LF	$24.32	$1,216.00
90002.0	Remove Existing topping where present and Install New Thin Set Topping Repair (This does NOT include Membrane replacement - see below)	610.0000	SF	$30.00	$18,300.00
90003.0	Partial Depth Spall Repairs	20.0000	SF	$38.00	$760.00
90004.0	Full Depth Spall Repairs	20.0000	SF	$78.00	$1,560.00
90005.0	New Expansion Joint cover over irregular crack	80.0000	SF	$48.87	$3,909.60
90006.0	Epoxy Inject Debonded Topping	40.0000	SF	$56.00	$2,240.00
90007.0	Surface Area Traffic Membrane	610.0000	SF	$6.28	$3,830.80
90008.0	Apply Membrane Patch over crack or cut in existing Membrane	90.0000	LF	$29.71	$2,673.90
90009.0	Mechanically wire brush clean and Paint Exposed Rebar	20.0000	LF	$35.00	$700.00
90010.0	Install New Sealant for Cracks	460.0000	LF	$4.84	$2,226.40
90011.0	Repoint CMU Mortar joints as required by vertical surface coating/membrane supplier.	500.0000	LF	$42.00	$21,000.00
90012.0	Partial Depth Spall Repairs	5.0000	SF	$38.00	$190.00
90013.0	Full Depth Spall Repairs	5.0000	SF	$78.00	$390.00
90014.0	New Expansion Joint cover over irregular moving cracks and existing vertical construction joints.	24.0000	LF	$106.30	$2,551.20
90015.0	Surface Area Traffic Membrane on vertical surface.	5.0000	SF	$6.28	$31.40
90016.0	Remove existing paint and Apply Vertical Surface Coating/membrane	1,350.0000	SF	$9.25	$12,487.50
90017.0	New Expansion Joint cover at base of wall.	220.0000	LF	$41.52	$9,134.40

$93,228.00

Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

608 266 4751

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

Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahmey, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

GIS Manager
David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Joe Daniels Construction Co., Inc.
(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Cincinnati Insurance Company,
a corporation of the State of Ohio (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, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of 2/1/12 through 1/31/14.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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

Joe Daniels Construction Co., Inc.
COMPANY NAME

AFFIX SEAL
(none)

January 3, 2012
DATE

By: Joseph A Daniels
SIGNATURE AND TITLE
Joseph A. Daniels - President

SURETY

Cincinnati Insurance Company
COMPANY NAME

AFFIX SEAL

January 3, 2012
DATE

By: Patrick A McKenna
SIGNATURE AND TITLE
Patrick A. McKenna - Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2349196 for the year 2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 3, 2012
DATE

Hausmann-Johnson Insurance, Inc.
Patrick A. McKenna
AGENT

700 Regent Street
ADDRESS

Madison, WI 53725
CITY, STATE AND ZIP CODE

608/252-9661
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Steven L. Squires; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Kelsey Jacobson

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars ($30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 3rd day of January, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlueter

Secretary

BN-1005 (10/08)

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of MAY in the year Two Thousand and Thirteen between JOE DANIELS CONSTRUCTION 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 MAY 21, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.

3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINETY-THREE THOUSAND TWO HUNDRED TWENTY-EIGHT ($93,228.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

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

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

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

Articles of Agreement
Article I

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

employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Director of Affirmative Action.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars ($5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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:

Witness — Date 5/22/13

Witness — Date 5/22/13

JOE DANIELS CONSTRUCTION
Company Name

President — Date 5/22/13
Joseph A. Daniels

Secretary — Date 5/22/13
Jerrald M. Daniels

CITY OF MADISON, WISCONSIN

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

for Finance Director

Approved as to form:

City Attorney

Signed this 10th day of June 20 13

Witness

Witness

Mayor — Date

City Clerk — Date 6/3/2013

Bond No. 1200014

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOE DANIELS CONSTRUCTION as principal, and Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETY-THREE THOUSAND TWO HUNDRED TWENTY-EIGHT ($93,228.00)Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

BREESE STEVENS FIELD CONCRETE DECK REPAIRS
CONTRACT NO. 7043

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 22nd day of May 2013

Countersigned:

Witness

Secretary
Jerrald M. Daniels

Approved as to form:

City Attorney

JOE DANIELS CONSTRUCTION
Company Name (Principal)

President
Joseph A. Daniels

Seal (none)

CINCINNATI INSURANCE COMPANY
Surety

Seal

☐ Salary Employee ☒ Commission

By

Attorney-in-Fact
Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2349196 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 22, 2013
Date

Agent
Patrick A. McKenna

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Steven L. Squires; Sheila Dickey; Judith A. Walker; Patrick A. McKenna; Brooke L. Parker and/or Kelsey Jacobson

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Thirty Million and No/100 Dollars ($30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 22nd day of May, 2013.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlosser

Secretary

BN-1005 (10/08)

SECTION J: PREVAILING WAGE RATES

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

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday. 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. A DOT Premium (discussed below) may supersede this time and one-half requirement.
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

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

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

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

TRUCK DRIVERS

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

LABORERS

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

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

HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

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

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

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

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

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