		NUSH		
ROUTING: Hand Carry	Contract	Routing Form	printed on: 05/2	L1/2015
Contract between: and Dept. or Division: Name/Phone Number:		Sand & Gravel, Inc. ng Division		
Project: North Charter trict - 2015	St and Spr	ing St Reconstructi	on Assessment D	İs
Contract No.: 6997 Enactment No.: RES 15-0 Dollar Amount: 1,798,12	0420 0.33	File No.: Enactment Contract Interve	Date: 05/07/202	
(Please DATE before rout	ing)		Ku Ku	SV
Signatures Required		Date Received	Date Signed	
City Clerk		5-11-2015	5-11-2015	
Director of Civil Rights				, MDD.
Risk Manager		05.12-2015		KR3
Finance Director		5-13-15 KS	N 5-13-15	
City Attorney	57(	1 5-13-15 C 4:10		
Mayor		5-14-15		

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

RUSH

Original +  $p_{1}$  Copies

05/11/2015 14:36:11 enjls - Glen Yoerger, 261-9177

Dis Rights: OK / NR / Problem - Hold Prev Wage AA / Agency / No Contract Value: <u>Sec above</u> AA Plan: <u>Addendum #</u> Type: POS / Dylp / Sbdv / Gov't / Grant / PW/ Goal / Loan / Agrmt

-5	ч. - т)

## City of Madison - File #: 38075

## Page 1 of 1

	TY OF MADISON • WIS	SCONSIN	Sign In ENTER
Legislative Information	on Center Home Legislation	Meetings Common Counc	1
Boards, Commissions	and Committees Members		
			D Share RSS & Alerts
Details Report	5		
File #:	38075 Version: 1	Name:	Awarding Public Works Contract No. 6997, North Charter Street and Spring Street Reconstruction Assessment District - 2015.
Туре:	Resolution	Status:	Passed
File created:	4/16/2015	In control:	BOARD OF PUBLIC WORKS
On agenda:	5/5/2015	Final action:	5/5/2015
Enactment date:	5/7/2015	Enactment #:	RES-15-00420
Title:	Awarding Public Works Cont Reconstruction Assessment	tract No. 6997, North Charter Stre District - 2015.	eet and Spring Street
Sponsors:	BOARD OF PUBLIC WORKS		
Attachments:	1. Contract 6997.pdf		
History (3) Tex	t		

## **Fiscal Note**

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

#### Title

Awarding Public Works Contract No. 6997, North Charter Street and Spring Street Reconstruction Assessment District - 2015.

## Body

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

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

See attached document (Contract No. 6997) for itemization of bids.

https://madison.legistar.com/LegislationDetail.aspx?ID=2269752&GUID=9A022891-6B68-404B... 5/11/2015

	Ρ	R	Ο	J	E	C	Т
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#### CONTRACTOR

AMOUNT OF BID

## CONTRACT NO. 6997

NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015

## SPEEDWAY SAND & GRAVEL, INC.

\$1,798,120.33

Acct. No. 10207-402-170: 54410 (91350)	\$614,477.05
Contingency 8% <u>+</u>	<u>49,162.95</u>
Sub Total	\$663,640.00
Acct. No. 10207-402-174: 54445 (91345)	\$75,436.53
Contingency 8% <u>+</u>	<u>6,033.47</u>
Sub Total	\$81,470.00
Acct. No. 10207-84-174: 54445 (91345)	\$230,516.72
Contingency 8% <u>+</u>	<u>18,443.28</u>
Sub Total	\$248,960.00
Acct. No. 10207-84-174-84600: 54445 (91345)	\$58,675.00
Contingency 8% <u>+</u>	<u>4,695.00</u>
Sub Total	\$63,370.00
Acct. No. 10207-83-173: 54445 (91345)	\$195,033.08
Contingency 8% <u>+</u>	<u>15,606.92</u>
Sub Total	\$210,640.00
Acct. No. 10207-86-130: 54445 (91360)	\$582,730.20
Contingency 8% <u>+</u>	<u>46,619.80</u>
Sub Total	\$629,350.00
Acct. No. 10207-45-174: 54430 (96882)	\$41,251.75
Contingency 8% <u>+</u>	<u>3,298.25</u>
Sub Total	\$44,550.00

## **GRAND TOTAL**

\$1,941,980.00

## Print Version of Licensed Producers Search - Detail

Page 1 of 4

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

Monday, May 4, 2015

MOSCA, ELIZABETH MIDDLETON WI License Status: Active License No: 2530156 NPN No: 12305256 Effective Date: 11-18-2008 Expiration Date: 03-31-2017 License Type: Resident Intermediary Indv

#### Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	11-25-2008	Active
Casualty	Resident	11-18-2008	Active

## **Appointments and Terminations**

	alification pe/Status	Effective Date	Termination Date	Termination Reason
American Casualty	CAS/Active	05-21-2013		-
Company of Reading, Pennsylvania	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
American Economy	CAS/Inactive	01-18-2010	08-25-2014	Canceled
Insurance Company	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American Fire and	CAS/Inactive	01-18-2010	08-25-2014	Canceled
Casualty Company	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American States	CAS/Inactive	01-18-2010	08-25-2014	Canceled
Insurance Company	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Berkley Regional	CAS/Active	01-12-2009	)	. "
Insurance Company	PROP/Active	01-12-2009	,	. · · · · · · · · · · · · · · · · · · ·
Colonial American	CAS/Active	05-14-2013		
Casualty and Surety Company	PROP/Active	05-14-2013		
Consolidated	CAS/Inactive	01-18-2010	08-25-2014	Canceled
Insurance Company	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Continental Casualty	CAS/Active	05-21-2013		
Company	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

·	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Continental Insurance Company, The	CAS/Active PROP/Active	05-21-2013 05-21-2013		
Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	05-14-2013 05-14-2013		
First National Insurance Company of America	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled
First Sealord Surety, Inc.	CAS/Inactive	09-17-2009	02-08-2012	Canceled
General Insurance Company of America	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled
Granite Re, Inc.	CAS/Active	01-14-2009		
Guarantee Company of North America USA, The	CAS/Inactive	01-22-2009	12-28-2011	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled
Indiana Insurance Company	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled
Liberty Mutual Insurance Company	CAS/Inactive	02-04-2010	08-25-2014	Canceled
Merchants Bonding Company (Mutual)	CAS/Active CAS/Inactive	05-03-2013 12-03-2008	10-12-2010	Canceled
Merchants National Bonding, Inc.	CAS/Active	05-03-2013		
Midwestern Indemnity Company, The	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled
National Fire Insurance Company of Hartford	CAS/Active CAS/Inactive	05-21-2013 01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active PROP/Inactive	05-21-2013 01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Netherlands Insurance Company, The	CAS/Inactive PROP/Inactive	01-18-2010 01-18-2010	08-25-2014 08-25-2014	Canceled Canceled

## Print Version of Licensed Producers Search - Detail

#### Ohio Casualty CAS/Inactive 01-18-2010 08-25-2014 Canceled Insurance Company, PROP/Inactive 01-18-2010 08-25-2014 Canceled The Ohio Security CAS/Inactive 01-18-2010 08-25-2014 Canceled Insurance Company PROP/Inactive 01-18-2010 08-25-2014 Canceled Old Republic CAS/Active 12-30-2010 Insurance Company CAS/Inactive 12-20-2008 07-06-2010 Canceled Old Republic Surety CAS/Active 12-30-2010 Company CAS/Inactive 12-20-2008 07-06-2010 Canceled CAS/Inactive Peerless Indemnity 01-18-2010 08-25-2014 Canceled Insurance Company PROP/Inactive 01-18-2010 08-25-2014 Canceled Peerless Insurance CAS/Inactive 01-18-2010 08-25-2014 Canceled Company PROP/Inactive 01-18-2010 08-25-2014 Canceled SAFECO Insurance CAS/Inactive 01-18-2010 08-25-2014 Canceled Company of America PROP/Inactive 01-18-2010 08-25-2014 Canceled SAFECO Insurance CAS/Inactive 01-18-2010 08-25-2014 Canceled Company of Illinois PROP/Inactive 01-18-2010 08-25-2014 Canceled Star Insurance CAS/Inactive 07-06-2010 04-19-2011 Canceled Company PROP/Inactive 07-06-2010 04-19-2011 Canceled Transportation CAS/Active 05-21-2013 Insurance Company PROP/Active 05-21-2013 United Fire & CAS/Active 10-03-2013 Casualty Company **PROP/Active** 10-03-2013 Valley Forge CAS/Active 05-21-2013 Insurance Company PROP/Active 05-21-2013 West American CAS/Inactive 01-18-2010 08-25-2014 Canceled Insurance Company PROP/Inactive 01-18-2010 08-25-2014 Canceled West Bend Mutual CAS/Active 08-08-2011 Insurance Company PROP/Active 08-08-2011 Western National CAS/Active 04-03-2014 Mutual Insurance PROP/Active 04-03-2014 Company Western Surety CAS/Active 09-25-2013 Company CAS/Inactive Vol. Surrender per 01-08-2009 10-28-2010 Agent Rqst CAS/Active Zurich American 05-14-2013

05-14-2013

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

PROP/Active

Insurance Company

**DISCLAIMER:** The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$1,798,120.33 FILE

## BID OF \_\_\_\_\_ SPEEDWAY SAND & GRAVEL, INC.

2015

## **PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

FOR

## NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015

CONTRACT NO. 6997

PROJECT NO. 53W1047

**MUNIS NO. 10207** 

IN

## MADISON, DANE COUNTY, WISCONSIN

## AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MAY 5, 2015

CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

## NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015 CONTRACT NO. 6997

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This Proposal, and Agreement have been prepared by:

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

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

RFP: gy

## 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:	NORTH CHARTER STREET AND SPRING STREET
	RECONSTRUCTION ASSESSMENT DISTRICT - 2015
CONTRACT NO.:	6997
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 3, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	APRIL 3, 2015
BID SUBMISSION (1:00 P.M.)	APRIL 15, 2015
BID OPEN (1:30 P.M.)	APRIL 15, 2015
PUBLISHED IN WSJ	MARCH 27, APRIL 3, 2015 & APRIL 10, 2015

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 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 prequalified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

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

Buil	ding	g Demolition								
101		Asbestos Removal	110		Building Demolition					
120		House Mover								
Street, Utility and Site Construction										
		Asphalt Paving	270		Retaining Walls, Reinforced Concrete					
205		Blasting			Sanitary, Storm Sewer and Water Main					
210		Boring/Pipe Jacking			Construction					
215		Concrete Paving	276	$\Box$	Sawcutting					
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	280		Sewer Lateral Drain Cleaning/Internal TV Insp.					
221		Concrete Bases and Other Concrete Work			Sewer Lining					
222		Concrete Removal	290		Sewer Pipe Bursting					
225		Dredging	295	Π	Soil Borings					
230		Fencing	300		Soil Nailing					
235		Fiber Optic Cable/Conduit Installation	305		Storm & Sanitary Sewer Laterals & Water Svc.					
240		Grading and Earthwork			Street Construction					
241		Horizontal Saw Cutting of Sidewalk	315 [		Street Lighting					
242		Infrared Seamless Patching			Tennis Court Resurfacing					
245		Landscaping, Maintenance			Traffic Signals					
250		Landscaping, Site and Street	325	F	Traffic Signing & Marking					
251		Parking Ramp Maintenance			Tree pruning/removal					
252		Pavement Marking			Tree, pesticide treatment of					
		Pavement Sealcoating and Crack Sealing			Trucking					
		Petroleum Above/Below Ground Storage			Utility Transmission Lines including Natural Gas,					
200		Tank Removal/Installation	<u>040 [</u>		Electrical & Communications					
262			200 [							
262 265	H	Playground Installer Retaining Wells, Process Modular Units	299 [		Other					
205		Retaining Walls, Precast Modular Units								
Brid	ge	Construction								
		Bridge Construction and/or Repair								
Build		g Construction								
401		Floor Covering (including carpet, ceramic tile installation,			Metals					
		rubber, VCT	440 [		Painting and Wallcovering					
402		Building Automation Systems	445 [		Plumbing					
403		Concrete	450 [		Pump Repair					
404		Doors and Windows			Pump Systems					
405		Electrical - Power, Lighting & Communications	460 [		Roofing and Moisture Protection					
410		Elevator - Lifts	464 [		Tower Crane Operator					
412		Fire Suppression	461		Solar Photovoltaic/Hot Water Systems					
413		Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation					
415			466		Warning Sirens					
420		General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks					
425		General Building Construction, Over \$1,500,000			Water Supply Wells					
428		Glass and/or Glazing			Wood, Plastics & Composites - Structural &					
429		Hazardous Material Removal	400 L		Architectural					
430			λόο Γ	-	Other					
	H	Heating, Ventilating and Air Conditioning (HVAC)	499 L							
433		Insulation - Thermal								
435	نــــــــــــــــــــــــــــــــــــــ	Masonry/Tuck pointing								
Stat	<u>م</u>	f Wisconsin Certifications								
1			and alas		to inholited buildings for grouping ones site and					
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet a road cuts.	and clos	ser	to innabited buildings for quarties, open pits and					
~										
2	Ļ	Class 6 Blaster - Blasting Operations and Activities 2500 feet								
•	—	excavations, basements, underwater demolition, underground								
3	Ш	Class 7 Blaster - Blasting Operations and Activities for structur		iter	r than 15 ' in height, bridges, towers, and any of					
	_	the objects or purposes listed as "Class 5 Blaster or Class 6 B								
4	Ш	Petroleum Above/Below Ground Storage Tank Removal and I								
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								
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	rforman	ice	of Asbestos Abatement Certificate must be					
		attached.								
6		Certification number as a Certified Arborist or Certified Tree M	ladear of		dministered by the International Society of					
	ш	Certification number as a Certified Albonstor Certified Tree W	orker as	sa	Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture					
	ш	Arboriculture	UIKEI as	sa	animistered by the international boolety of					
7										

8 State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

## Instructions to Bidders City of Madison SBE Program Information

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

#### 2.1 Policy and Goal

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

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

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

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

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

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

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

Rev. 1/23/2015-6997specbook.doc

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

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

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

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

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

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

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

#### 2.2 Contract Compliance

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

#### 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at 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 Targeted Business Certification access the 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 <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

2.4.2.1

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

- 2.4.2.1.1 **Cover Page,** Page C-6; and 2.4.2.1.2 **Summary Sheet,** C-7.
- 2.4.2.2 If the bidder <u>does not meet</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
  - 2.4.2.2.1 Cover Page, Page C-6;
  - 2.4.2.2.2 Summary Sheet, C-7; and
  - 2.4.2.2.3 **SBE Contact Report,** C-8 and C-9. (A <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> utilized.)

#### 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business. Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

#### 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.

## SECTION D: SPECIAL PROVISIONS

## NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015 CONTRACT NO. 6997

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

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

#### SECTION 102.10: PREVAILING WAGE

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

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

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

 $\boxtimes$ 

Building or Heavy Construction

Sewer, Water, or Tunnel Construction

Local Street or Miscellaneous Paving Construction

Residential or Agricultural Construction

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

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 103.3: EXECUTION OF CONTRACT AND BID BOND

The Contractor shall execute signing of this contract completely prior to <u>MAY 7, 2015</u>. No exceptions or extension to this date will be permitted.

#### ARTICLE 104 - SCOPE OF WORK

The project limits for the work to be done are on North Charter Street from Regent Street to West Johnson Street and on Spring Street from North Charter Street to North Mills Street. The project also includes realigning and reconstructing approximately 350 lineal feet of the Southwest Bike Path at the North Charter Street and Spring Street intersection. The total project length is approximately 2415 feet.

Within the project limits is a railroad crossing at North Charter Street operated by Wisconsin and Southern Railroad (WSOR). See Section 107.12 and Bid Item 10790 for requirements for working in Railroad Right of Way.

The work under this contract shall include but not be limited to installation of sanitary sewer, water main, storm sewer, traffic signals, curb and gutter, drive aprons, base preparation, asphalt pavement, sidewalk construction, topsoil placement, seeding and restoration.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

#### SECTION 104.6: DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

#### SECTION 105.12: <u>COOPERATION BY THE CONTRACTOR</u>

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

The University of Wisconsin (UW) has an ongoing project on North Charter Street and Dayton Street replacing chilled water lines and steam lines that serve the University buildings in the area. The UW work within the project limits is scheduled to be completed by the time that this contract is scheduled to begin. Coordinate work as necessary with the UW project. Contact Phil Michalski with the State of Wisconsin Department of Administration at 608-444-2345 to coordinate work.

WSOR will be replacing the railroad crossing at North Charter Street in conjunction with this project. Contact Chris Jacobson of WSOR at 414-750-6427 to coordinate the crossing replacement work by WSOR. WSOR is planning to replace the crossing during the week of August 10<sup>th</sup>, 2015. Replacing the crossing will take approximately one week.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

Work in this contract may require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

There are several sewer access structures belonging to Madison Metropolitan Sewerage District (MMSD) on the project. Some of these are to be adjusted and some tapped. Sanitary sewer casting adjustments included as part of the project are shown on the plans. Contractor shall coordinate operations with MMSD. MMSD will supply a rubber adjustment ring and new casting. Contact Ray Schneider (608) 347-3628, <u>rays@madsewer.org</u>, 5 days prior to adjusting the manhole casting to grade. Contractor shall notify Ray Schneider 5 days prior to making the connection to the MMSD manhole to arrange for inspection of the connection. Tap connection shall conform to all MMSD connection specification criteria. Contractor shall be responsible for taking out the connection permit as well as the permit connection fee (\$950.00, 2015 rate)

The following are utility coordination contacts:

#### Madison Gas & Electric (Gas)

Steve Beversdorf, P.E.; office (608) 252-1552, cell (608) 444-9620

#### Charter Communications

Brandon Storm; office (608) 274-3822 ext. 6642, cell (608) 444-9493

#### AT&T

Carol Anason, office: (608) 252-2385, email: <u>ca2624@att.com</u> Chinmoy Roy, office: (608) 252-2448, email: cr093f@att.com

#### Madison Metropolitan Sewerage District

Ray Schneider; office (608) 347-3628, email: rays@madsewer.org

#### University of Wisconsin - FPM

Matt Collins; office (608) 263-3031, email: mcollins@fpm.wisc.edu

The Contractor shall note that most properties within the project limits include large UW buildings, parking lots, businesses and multi-unit residences which are all considered commercial properties. Access to all properties must be maintained per Article 107 of the Standard Specifications for commercial properties.

#### SECTION 105.13: ORDER OF COMPLETION

The work undertaken with this contract shall be completed in a specific order to maintain water service to area buildings and to maintain traffic control and minimize delay to bike commuters utilizing the Southwest Bike Path during construction. The existing bike path crossings of Spring Street and North Charter Street shall remain in place until all sanitary sewer construction is completed on the project. The proposed sanitary sewer construction does not conflict with the existing Bike Path crossing locations. Construct water main in accordance with the water phasing plan included in the plan set. Maintain the existing Bike Path crossing locations during Phase 1 of the water phasing plan. During subsequent Phases of water main construction maintain bike path access as described in the Maintenance of Traffic specification. Maintain Temporary Bicycle Access and Paved Surface Temporary shall be paid under their respective Bid Items.

#### SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

#### SECTION 107.7: MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. There are several traffic control details sheet included in the plans to aid the Contractor in establishing an acceptable Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above,

may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

#### Charter Street

Charter Street may be closed to through traffic, at the project limits, for the duration of the project. Local and emergency vehicle access shall be maintained at all times.

#### Johnson Street

No traffic lanes of Johnson Street may be closed at any time.

#### Dayton Street

Two-way traffic shall be maintained on Dayton Street at all times. During peak traffic times (7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m.) both traffic lanes shall be open. During off-peak traffic times (8:30 a.m. to 4:00 p.m.) traffic may be flagged through the intersection on one lane.

#### Spring Street

Spring Street may be closed to through traffic, at the project limits, for the duration of the project. Local and emergency vehicle access shall be maintained at all times.

#### **Regent Street**

The Contractor shall set up traffic control on Regent Street according to the provided traffic control plan. The provided traffic control plan is not a phasing plan—it is only provided to show the required traffic control set up for different lane closures of Regent Street. One direction of traffic in each direction shall be maintained on Regent Street at all times. Between 7:00 a.m. and 8:30 a.m., two eastbound lanes and one westbound lane shall be open. Between 4:00 p.m. and 5:30 p.m., two westbound lanes and one eastbound lane shall be open. During off-peak traffic times (8:30 a.m. to 4:00 p.m. weekdays and any time on weekends) the two northern (westbound) lanes may be closed and both directions of traffic moved to the south side of the street centerline. The sanitary manhole connection in Regent Street shall take place on a weekend.

#### **Mills Street**

Two-way traffic shall be maintained on Mills Street at all times. During utility construction and paving operations maintain two way traffic with the use of flaggers.

#### Southwest Bike Path

The Southwest Bike Path crossings of North Orchard Street and Spring Street shall be maintained for as much of the duration of construction as possible on existing pavement or on temporary pavement.

The path crossings of North Charter Street and Spring Street shall be maintained in their existing locations for the duration of sanitary sewer construction, as there is no proposed sanitary sewer at the two crossing locations.

During water main construction, the bike path crossings of North Charter Street and Spring Street shall be located as needed to perform water main construction in accordance with the sequencing shown on the

water phasing plan. During Phase 1 of water main construction, maintain the crossings in their existing locations.

During Phase 2 of water main construction, reroute the bike path along the north terrace of Spring Street utilizing existing terrace concrete and temporary pavement as needed. Maintain a crossing of North Charter Street on the north side of the intersection as shown on traffic control Sheet TC-4. During subsequent Phases of water main construction and other utility construction operations maintain the crossings either on the north side of the intersection or south side of the intersection as needed to separate and protect the crossings from the immediate work zone. Protect the crossing locations in accordance with Bid Item 90001 Maintain Bicycle Access.

It is anticipated that the bike path crossing will be maintained on existing pavement or temporary pavement and left in place until other areas of the project are prepared for placement of curb and gutter and base course material. The work required for the reconstruction of the street at the bike path crossing locations (including excavation, concrete removals, base preparation, placement of base course, placement of curb and gutter and concrete aprons) shall be phased such that the crossing may continue to be used by bikes. During this phase of construction, the bike path crossing of North Charter Street may be maintained on a gravel surface with appropriate signage and advance warning of construction and work zones, including signage instructing bikers to dismount and walk bikes across North Charter Street. During this phase of construction, the location of the crossing may be shifted to the north or south so as to allow the work to continue and allow bike path users to continue to cross North Charter Street. During this phase of construction, the bike path users to continue to cross North Charter Street. During this phase of construction, the bike path users to continue to cross North Charter Street. During this phase of construction, the bike path users to continue to cross North Charter Street. During this phase of construction, the bike path users to continue to cross North Charter Street. During this phase of construction, the bike path users to continue to cross North Charter Street. During this phase of construction, the bike path crossing of North Charter Street may be maintained as a compacted, gravel crossing for a maximum of 10 calendar days to complete the required surface work at the crossing location.

At any time the bike path crossings of North Charter Street and Spring Street are open, the Contractor shall maintain a well defined and safe route for bicyclists to cross North Charter Street and Spring Street, which is at least eight (8) feet wide, has a smooth surface, no cross slopes in excess of 2% and no longitudinal grades in excess of 5%. Any grades exceeding these, must be approved in advance, by the City Engineer. Appropriate advance warning of construction and work zone protection shall be provided for users of the bike path at all times.

At any time the bike path crossings of North Charter Street and Spring Street are closed, the Contractor shall maintain a signed detour route for bikes utilizing North Randall Avenue, West Dayton Street and North Mills Street. Pavement markings, including but not limited to sharrows, lane lines and bike boxes may be required for this detour. An acceptable detour plan showing this detour route shall be included with the traffic control plan required by these special provisions. A <u>minimum</u> of five (5) working days prior to closing the bike path, the Contractor shall provide advance notification signage on the bike path notifying users of the dates of the upcoming closure. The Contractor shall notify the office of the City Traffic Engineer, a <u>minimum</u> of five (5) working days prior to any closure of the southwest bike path.

The bike path may be closed for a maximum of 4 days total during the project. The bike path may be closed twice. One closure shall be for a maximum of four (3) consecutive days (for installation of utilities) and the other closure shall be for not more than one (1) day (for the final paving operation). The path shall be reopened, immediately at the end of the first closure time, and maintained as a paved crossing until the second closure time begins.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Tom Mohr, Traffic Engineering Division, <u>tmohr@cityofmadison.com</u>, 267-8725, with any questions concerning these traffic control specifications.

#### SECTION 107.8: NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

#### SECTION 107.10: OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

#### SECTION 107.12: RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

#### **BID ITEM 10790 - RAILROAD INSURANCE**

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Wisconsin Department of Transportation, Bureau of Rails and Harbors, per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical

Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

#### SECTION 108.2: PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

The City of Madison has also submitted application for a permit to construct the water main crossing of the WOSR railroad. Comply with conditions of the permit and the WSOR safety

#### SECTION 109.2: PROSECUTION OF WORK

The Contractor shall begin work on <u>MAY 18, 2015</u>. The total time of completion of the contract shall be <u>ONE HUNDRED SIX (106)</u> calendar days.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

#### SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

#### SECTION 203.2(d) <u>DISPOSING OF MATERIALS</u>

Asbestos Pipe Removal. All pipe containing Regulated Asbestos Containing Material (RACM) must be abated by a licensed abatement contractor. In accordance with NR447 and DHS159, ensure that DNR and DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113) (r 4/11), or subsequent revision via U.S. mail, hand delivery, or using the online notification system at least 10 days prior to beginning any construction or demolition. The Contractor shall pay all associated fees. The Contractor shall comply with all Department of Natural Resources and Department of Public Health licensing and regulations for removal and disposal of all RACM.

Asbestos Testing. If a contractor suspects that a pipe being removed contains asbestos or is identified on the City's construction plans or utility records as containing asbestos, the pipe shall be tested for asbestos. All asbestos Testing shall be done by a licensed abatement contractor. Contractor shall excavate and expose asbestos pipe in accordance to Article 508.1(a) of the Standard Specifications. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. The Contractor shall backfill the excavation after sampling, or, protect the site with additional safety fencing as directed by the Engineer until the test results are obtained and the Contractor can begin removal operations, if necessary. The Contractor shall schedule an asbestos abatement contractor three days prior to needing sampling of potentially asbestos containing material. Samples will be collected and results will be provided to the Engineer within 24 hours of sampling being completed.

#### BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Pipe plugs to be paid under this item:  $3 - 12^{\circ}$  Sanitary

6 – 12" Storm

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

#### **BID ITEM 21001 - EROSION CONTROL PLAN & IMPLEMENTATION**

In addition to the requirements detailed in Section 210.1(a) the Contractor shall supply a dewatering plan as part of the Erosion Control Implementation Plan. At a minimum the dewatering plan shall include the Contractor's methods, practices, and or devices to perform TYPE I or TYPE II Dewatering per Section 502.1(c) Dewatering in the City of Madison Standard Specifications for Public Works Construction and Wisconsin Department of Natural Resources (WDNR) SOC Technical Standard 1061 Dewatering. If TYPE II Dewatering is expected to be used at a rate in excess of 70 gallons/minute, the dewatering plan shall also include a copy of any applicable WDNR permits.

#### **BID ITEM 21011 – CONSTRUCTION ENTRANCE**

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment.

#### ARTICLE 401 CRUSHED AGGREGATE BASE COURSE

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

#### ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or <u>kfrank@cityofmadison.com</u>.

#### SANITARY SEWER GENERAL

This project shall included installing approximately 847.5 feet of new 8" & 12" PVC SDR-35 AWWA C900 pipe and 232 feet of new sanitary lateral SDR-35, in order to reconnect 10 sanitary laterals.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353).

All new sanitary sewer access structures shall include Neenah R-1050 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2015 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

#### **MMSD Sewer Access Structures**

There are several sewer access structures belonging to Madison Metropolitan Sewerage District (MMSD) on the project. Some of these are to be adjusted and some tapped. Sanitary sewer casting adjustments included as part of the project are shown on the plans. Contractor shall coordinate operations with MMSD. MMSD will supply a rubber adjustment ring and new casting. Contact Ray Schneider (608) 347-3628, <u>rays@madsewer.org</u>, 5 days prior to adjusting the manhole casting to grade. Contractor shall notify Ray Schneider 5 days prior to making the connection to the MMSD manhole to arrange for inspection of the connection. Tap connection shall conform to all MMSD connection specification criteria. Contractor shall be responsible for taking out the connection permit as well as the permit connection fee (\$950.00, 2015 rate)

#### STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1396.5 feet of new storm sewer of various sizes.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under

the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure stall be the contractor's responsibility and shall not be compensated.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

#### BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35)

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares and 20' of curb and gutter removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

#### **BID ITEM 50354 – RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

#### BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2010 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

#### BID ITEM 50801 - UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

#### SECTION 601: ELECTRICAL, GENERAL REQUIREMENTS

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The City of Madison Traffic Engineering Division will install new signal poles as necessary and install wire for new traffic signal operation.

Unless a street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

#### SECTION 601.10: MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM	Quantity
1" x 40" Anchor Bolts	4
1¼" x 48" Anchor Bolts	8
¾" x 19" Anchor Bolts	20

#### SECTION 602.3(d) : ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit, wire, and base construction items.

#### SECTION 602.4(b): ELECTRICAL CONDUIT

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

#### SECTION 607: ELECTRICAL HANDHOLES

The contractor shall furnish Type I, V, and VII handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type I shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs. Electrical Handhole, Type V, shall be gray colored polymer concrete construction. Box dimensions shall be 26" wide by 38" long by 24" deep. The box and cover shall be rated at 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs. Electrical Handhole, Type VI shall be gray colored polymer concrete construction. Box dimensions shall be 26" wide by 38" long by 24" deep. The box and cover shall be rated at 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs. Electrical Handhole, Type VII shall be gray colored polymer concrete construction. Box dimensions shall be 30" wide X 48" long X 36" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

### SECTION 701: PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

This project consists of furnishing and installing ductile iron water main and fittings on North Charter and Spring Streets within the project limits. Ten-inch and 12-inch water main will be installed on North Charter Street between Regent Street and West Johnson Street and on Spring Street between North Charter Street and North Mills Street. The project also includes abandoning existing water main including water valves, water valve structures and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

#### Water Main Installation Phasing

Follow the Water Phasing Plan (Sheet W-11) to keep existing mains in service from at least one direction during installation. Alternate phasing plans must be pre-approved by the Water Utility inspector. **DO NOT interrupt service to the UW Heating & Cooling Plant (117 North Charter Street).** Complete Phase 1 water main installation first to provide service to the UW heating plant from two directions.

#### Railroad Crossing Permit

Madison Water Utility will obtain the Wisconsin Department of Transportation permit to install water main under the Wisconsin & Southern Railroad (WSOR) operated tracks on Charter Street between West Dayton and West Johnson Streets. Meet all requirements, follow all instructions, make all notifications and pay all fees (except permit application fees, covered by Madison Water Utility) associated with the permit as incidental to the water main installation. See the WSOR requirements attached to these special provisions.

#### Water Outage Special Notification

- For all University of Wisconsin buildings, and especially the UW Primate Lab (1223 Capital Ct), the Harlow Primate Lab (29 Coyne Ct) and the Primate Lab Annex (28 N. Charter), Contact UW Plumbing Shop Supervisor Marcella Otter at (608) 444-4373 (cell) or (608) 262-9633 (Plumbing Shop) a minimum of two working days before any service outage. Coordinate outages to limit impacts to UW facility operations.
- and Maintenance **Brad Hinkfuss at (608) 257-2534 ext. 26** to coordinate outage timing to limit impacts to their facility.

ULO's for jack & bore/casing installation are incidental to the casing installation.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction.

View the sites prior to bidding and become familiar with existing conditions and utilities.

#### SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

#### SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

Support all affected utilities during water main installation including inside bore pits. The existing water main is old and break-prone; assume the need for sheet piling or other methods as required to ensure the existing main and other utilities are protected and stay in service during water main installation and the jack & bore operation. Support and repair, if required, of all existing utilities is incidental to the water main installation.

Follow the attached Wisconsin & Southern Railroad (WSOR) safety instructions.

#### WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1 Replace the existing lead service with a new copper service. Extend and reconnect the existing copper service to the new water main. WN2 WN3 Existing service to be abandoned when water main is cut-off. Disconnect service from the old water main and reconnect the existing copper WN4 water service lateral to the new water main. WN5 Relocate the existing fire hydrant. WN6 Abandon water valve access structure. WN7 Furnish and install the new top section for the water access structure. WN8 Abandon the valve box. Furnish the ditch, compaction and all materials and labor for the installation of WN9 new service lateral. WN10 Remove and salvage existing hydrant.

WN11	Replace the existing copper service with a new copper service.			
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.			

#### **BID ITEM 90001 – MAINTAIN TEMPORARY BICYCLE ACCESS**

#### DESCRIPTION

This special provision describes maintaining an accessible bicycle crossing of the Southwest Bike Path at the North Charter Street and Spring Street intersection during construction.

#### MATERIALS

Furnish a hard temporary surface material consisting of paved surface temporary, according to Part IV of the Standard Specifications or alternative material as approved by the engineer. Gravel or base course materials are not acceptable.

#### CONSTRUCTION

Maintain Temporary Bicycle Access on existing pavement, new pavement, or paved surface temporary or alternative approved material where shown on the plans or directed by the engineer.

Install, maintain, relocate (if necessary to accommodate work or operations), and remove temporary surface material at the bike path crossing as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The temporary bikeway shall have a minimum clear width of 8 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary bikeway. Provide a gap in the safety fence as necessary to provide access for construction vehicles across the temporary crosswalk. The maximum width of the gap shall be 18 feet. Reconstruct temporary bikeway access daily. Prevent motor vehicle from entering temporary bikeway.

#### MEASUREMENT

Maintain Temporary Bicycle Access by the day in service, acceptably completed. The measured quantity will equal the number of calendar days a bikeway through the work area is open to bicycle traffic. A bikeway is defined as an accessible two-way crossing of an intersection. Each day that the bikeway is out of service for more than 2 hours will result in 1 day being deducted from the quantity measured for payment.

#### PAYMENT

Payment is full compensation for furnishing, loading, and hauling materials; for preparing the foundation; for furnishing, placing, maintaining, relocating and removing temporary bicycle access materials; and for reconstructing or relaying the temporary surface material. All Paved Surface Temporary utilized to comply with this Bid Item will be paid under Bid Item 90002 Paved Surface Temporary.

#### BID ITEM 90002 – PAVED SURFACE TEMPORARY

#### DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct a 2-inch minimum thick HMA pavement with a minimum 3-inch crushed stone base suitable for use as temporary bicycle access during the construction. Preparation for the Paved Surface Temporary, Asphalt Pavement is

included with this item, including excavation or fill and crushed stone as needed. The Contractor shall be responsible for maintaining the temporary pavement and all components with no additional compensation.

Removal and disposal of the Paved Surface Temporary, Asphalt Pavement and all related components, upon no longer needing the surface, shall be incidental to this item. Restoration of the areas of the Paved Surface Temporary will be paid for under respective bid items.

#### METHOD OF MEASUREMENT

Paved Surface Temporary, Asphalt Pavement shall be measured by the square yard acceptably installed.

### **BASIS OF PAYMENT**

Paved Surface Temporary, Asphalt Pavement measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description.

### **BID ITEM 90003 - HIGH FRICTION COLORED SURFACE**

### DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The location of the High Friction Colored Surface is noted on Sheet D-3 and consists of a High Friction Colored Surface installed on the Bike Path and through the N Charter Street and Spring Street intersection. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary.

### MATERIALS

**General:** Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

**MMA Based Resin System:** The MMA based resin system shall meet the following requirements:

Property	Value	Test Method
Tensile Strength @ 7 days, psi, minimum Hardness, Shore D, minimum Gel Time, minutes, minimum Cure Rate, hours, maximum Water Absorption @ 24 hours, max.	1000 80 10 3 0.25%	ASTM D 638 ASTM D 2240 ASTM D 2471 Film@ 75⁰F ASTM D 570

**Aggregate:** The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

Property	Value	Test Method
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,	1	
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Green	

**Certification:** Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

### CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

**Preparation:** Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

**Mixing and Application of MMA based resin system and Aggregate Wearing Course:** Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) Hand mixing and application: Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) **Mechanical mixing and application**: Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate.

Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

**Curing:** Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

**Removal of Excess Aggregate:** Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

### PERFORMANCE REQUIREMENTS

**Raveling and Delamination:** Remove and replace high friction colored surface treatment that ravels, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

**Warranty:** The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the twopart modified epoxy material will not be subject to excessive cracking in its surface.

### METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

#### **BASIS OF PAYMENT**

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

### BID ITEM 90004 - CONCRETE CURB & GUTTER, TYPE 'H' SPECIAL

### DESCRIPTION

This special provision describes the work necessary to construct Concrete Curb & Gutter, Type 'H' Special as described here and shown in the plans. Construct Concrete Curb & Gutter, Type 'H' Special in accordance with the S.D.D. 3.08 and as modified here and shown in the plans. Construct Concrete Curb & Gutter, Special adjacent to the Southwest Bike Path as shown in the plans on Detail Sheet D-3.

All work required to construct Concrete Curb & Gutter, Type 'H' Special shall be in accordance with Part III of the Standard Specifications, and the plans, details, and as hereinafter provided.

### METHOD OF MEASUREMENT

Concrete Curb & Gutter, Type 'H' Special shall be measured by the lineal foot, measured along the face of curb that is satisfactorily constructed.

#### **BASIS OF PAYMENT**

Concrete Curb & Gutter, Type 'H' Special measured as provided above, will be paid for at the contract unit price, per lineal foot, which shall be full compensation for preparation and excavation and for furnishing all necessary materials, labor, tools and equipment necessary to complete the work.

### BID ITEM 90030 - 11' X 5' CAST IN PLACE SAS

#### DESCRIPTION

Work under this item includes construction of a new 11' x 5' field poured junction structure, with 2' sump below listed EI, providing and installing two (2) castings (Two R-1050-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 11' x 5' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

### METHOD OF MEASUREMENT

11' x 5' Cast in Place Junction Structure shall be measured for payment as a single unit complete in place

### BASIS OF PAYMENT

11' x 5' Cast in Place Junction Structure shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and

specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

### BID ITEM 90031 - 13' X 5' CAST IN PLACE SAS

### DESCRIPTION

Work under this item includes construction of a new 13' x 5' field poured junction structure, with 2' sump below listed EI, providing and installing two (2) castings (Two R-1050-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 13' x 5' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness in increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

### METHOD OF MEASUREMENT

13' x 5' Cast in Place Junction Structure shall be measured for payment as a single unit complete in place

#### **BASIS OF PAYMENT**

13' x 5' Cast in Place Junction Structure shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.



# Wisconsin & Southern Railroad Co.

1890 E. Johnson Street Madison, Wisconsin 53704 Fax 608-243-9225 Web Site www.wsorrailroad.com

# Minimum Safety Requirements

Safety of personnel, property, rail operations, and the public is a paramount importance in the prosecution of the work pursuant to this agreement. As reinforcement and in furtherance of overall safety measures to be observed (and not by way of limitation), the following special safety rules shall be followed.

All contractors are **REQUIRED** to complete Watco Companies Contractor Orientation and registration prior to working on property. Please see <a href="http://www.contractororientation.com/">http://www.contractororientation.com/</a> for details

The following safety instructions are contained in all miscellaneous work contracts, work or service contracts, major construction project contracts and any and all other non-railroad person(s) or entity entering railroad property.

A distance of 25 feet from track must be maintained unless the contact necessitates working in close proximity to the track. When doing so, you, your employees and equipment must first have authorization of the Wisconsin & Southern Railroad Co. When so authorized where work is in close proximity to tracks, a Wisconsin & Southern Railroad Co. flagman must be present. Notification of at least 10 business days prior to entrance is required. Current flagging rates will apply and be prebilled. Before doing any excavation you must contact Roger Schaalma at 608-620-2044 or rschaalma@watcocompanies.com 3 days in advance to arrange for wired locations.

Contacts:

Northern Division – Matt Meekma – 414-750-2363 Southern Division – Todd Mulrooney – 414-750-6444 Central Division – Roger Schaalma – 414-750-3702

All individual(s) entering the railroad right of way must be familiar with procedures to clear men and equipment from the track area for approaching trains. In addition, the following safety procedures shall be adhered to by all of your employees:

- 1. Always be on the alert for moving equipment while working near any railroad tracks or facilities.
- 2. Do not step or walk on the top of the rail, frog switches, guard rails, or other track components.
- 3. In passing around the ends of standing care, engines, railroad machinery, and other on-track equipment, leave at least one rail car length (50 feet) between yourself and the end of the equipment.
- 4. Avoid walking or standing on the tracks at any time.

- 5. When it is necessary to walk or work on track, always keep a sharp lookout in both directions for approaching trains.
- 6. Before stepping or crossing tracks, look in both directions first. The same is true when walking around machinery and equipment on and about tracks.
- 7. Do no sit on, lie under, or cross between cars except as required in performance of your duty, and only when track and equipment are under proper protection.
- 8. In multiple track territory, do not stand on one track while a train is passing on another.
- A. All individual(s) entering the railroad right of way shall keep the job site free from safety and health hazards and ensure that its employees are competent and completely trained in all safety and

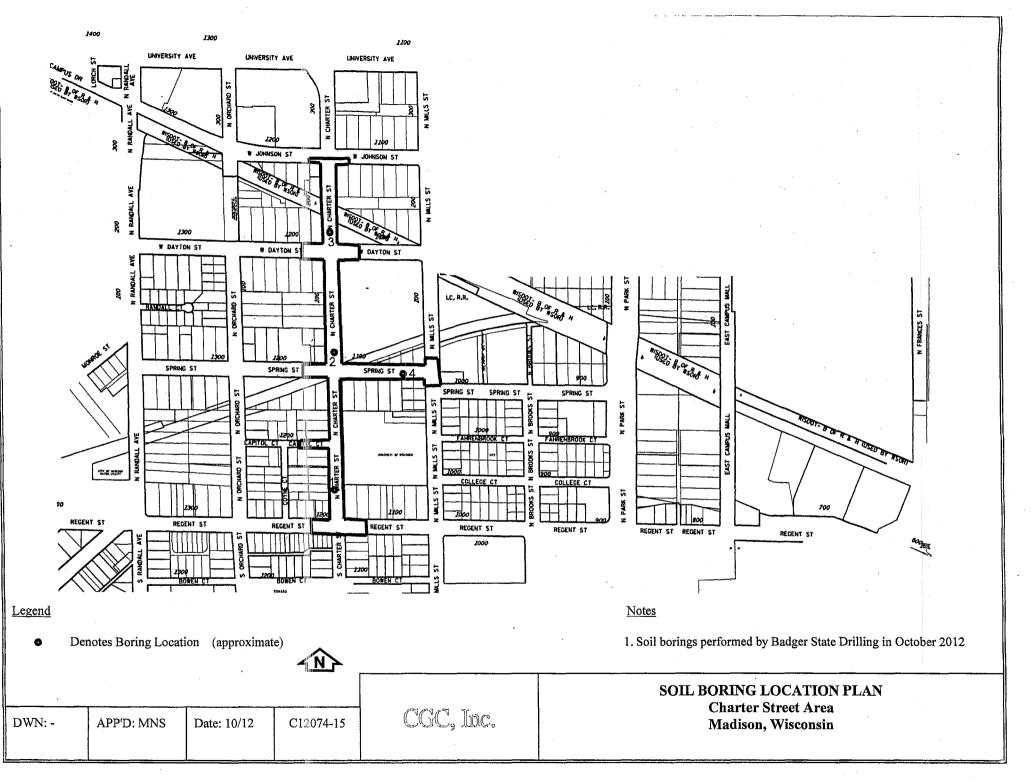
health aspects of the job. Any individual(s) entering the railroad right of way shall have proper first-aid supplies available on the job site so that prompt first-aid services can be provided to any person that may be injured on the job site. Any individual(s) entering the railroad right of way shall promptly notify the Wisconsin & Southern Railroad Co. (WSOR) of any OSHA reportable injuries occurring to any person that may arise during the work performed on the job site. Any individual(s) entering the railroad right of way shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the railroad, to be certain they do no use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic, or other substance.

- B. Any individual(s) entering the railroad right of way shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free used of their hands and feet. Only waist length shirts with sleeves and pants that cover the entire leg shall be worn. If flare legged pants are worn, the pant bottoms must be tied to prevent catching. The employees shall wear sturdy and protective footwear. Any individual(s) entering the railroad right of way shall not wear boots, (other than work boots), sandals, canvas type shoes, or other shoes that have thin soles or heels that are higher than normal. In addition, any individual(s) entering the railroad right of way shall require its employees to wear personal protective equipment as specified by Wisconsin & Southern Railroad Co. rules, regulations or railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:
  - Protective headgear that meets American National Standard Z89.1 latest revision. It is suggested that all hard hats be affixed with Contractor's or subcontractor's company logo or name.
  - 2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.I latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc; and
  - 3) Hearing protection, which affords enough attention to give protection from noise levels that, will be occurring on the job site.
- C. All heavy equipment provided or leased by any individual(s) entering the railroad right of way shall be equipped with audible backup warning devices.
- D. If in the opinion of the WSOR Representative if any individual(s) entering the railroad right of way or any of its subcontractor's equipment is unsafe for use on the railroad right-of-way, at the request of the Railroad Representative, such equipment shall be removed from the Railroad's right-of-way.
- E. If the Railroad Representative has given any individual(s) entering the railroad right of way permission to use certain equipment on any trackage at the job site, any individual(s) entering the railroad right of way shall ensure that each and all of its employees responsible for operating any motive power including, without limitation, any hy-rail equipment (such equipment hereafter being referred to as "Motive Power") on any trackage of Railroad will be trained to know and understand, and comply with Railroad's operating rules applicable to the operation and use of such Motive Power.

In the event any individual(s) entering the railroad right of way and/or their employees use any such Motive Power to remove any rail cars or other railbound equipment equipped with air brakes, Contractor shall further ensure that the employees are trained to know and understand and will comply with Railroad's rule for handling such Motive Power, cars and equipment, and that Contractor's employees perform all required tests of the operating systems of any Motive power, cars and other equipment before and after movement. All individual(s) acknowledge receipt of Railroad's applicable rules governing:

- Operation and use of Motive power, cars and other equipment, and the movement of such Motive Powers, cars and equipment by rail and
- > Operation and use of any hy-rail vehicles off rail

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	G	С	In	C	-	L	LOG OF TEST BORING roject Charter Street Area Charter: 180'N of Regent, 3'E of CL pocation Madison, Wisconsin	Boring No.         1           Surface Elevation (ft)         88.5           Job No.         C12075-14           Sheet         1         of         1		5-14		
	SA	MP	LE		292	1 Per	VISUAL CLASSIFICATION		. PRO	DPE	RTII	ΞS
No.	T Rec Y Rec P (in.)	Moist	N		epth (ft)	].	and Remarks	qu (qa) (tsf)	w	LL	PL	LI
1	8	M	7	+		X	3" Asphalt Pavement/4" Concrete Pavement/3" Asphalt Pavement/2.5" Base Course	(LSI)				`
		141	' 				FILL: Brown and Dark Brown Sand, Clay and Gravel					-
2	12	M	4	+								
			 		5		Loose to Very Loose, Black Sandy PEAT (PT)			 		
3	14	M	3				<b>.</b>					
· · ·							Soft, Gray Organic to Lean CLAY (OL/ML)					
4	14	M	8	 				,				
5	12	M	7		10—		Loose, Gray Sandy SILT, Trace Clay and Organics (ML) Loose, Light Brown Sandy SILT (ML)					
					15—		End Boring at 15 ft					
					20		Borehole backfilled with bentonite chips and asphalt patch *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Charter and Spring	•				
					25—							
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						LOG OF TEST BORING		Boring N	· · · · · ·		2	
	CG	С	Ind	<b>c.)</b>		Project Charter Street Area Charter: 75'S of Spring, 12'E of CL Location Madison, Wisconsin	····	Boring No.         2           Surface Elevation (ft)         95.0*           Job No.         C12075-14           Sheet         1         of         1			•••••	
L	SA	MP	LE	29:	21 Pe	VISUAL CLASSIFICATION VISUAL CLASSIFICATION	8) 28	SOIL	PRC	)PE	RTII	ES
No.	T Rec	Moist	N	Depth (ft)	_	and Remarks	-	qu (qa)	W	LL	PL	LI
	E (11.7					3" Asphalt Pavement/2" Base Course	7	(tsf)	<u> </u>			
1	16	M	13			FILL: Brown Sand with Silt, Gravel and Clay to ft	4					
2	18	M	8			Dark Brown Clay with Sand to 6'		(1.5)				
3	6	M	18	} 5- ├- └_ └_		Brown Silty Sand and Gravel to 8'		. (				
4	8	M	7			Loose, Gray Silty Fine SAND, Trace Gravel, Clay and Organics (SM)	 y					
				⊢ ↓ 10- └- └- └-		Medium Dense, Brown Fine SAND, Trace Silt (Sl	P)					
5	12	M	19									
				I¥- 15- L I I I		End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch				-		
						*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situate at the intersection of Charter and Spring			-			
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			       	- - - 25-								
				TER	LE	VEL OBSERVATIONS	G	ENERAL	- NO	res		
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	LOG OF TEST BORING								
			Boring No. 3 Surface Elevation (ft) 107.8*						
	Project Charter Street Area								
	Charter:95'N of Dayton, 6'W of CLLocationMadison, Wisconsin	Job No.							
		Sheet	<u>i</u> 0	и, ,	L				
SAMPLE	VISUAL CLASSIFICATION		. PRO	PERT	IES				
No. $\begin{array}{c c} T & Rec \\ Y \\ p \\ (in.) \end{array}$ Moist N Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL PL	FI				
	7" Asphalt Pavement/18" Base Course/11" Concrete								
1 8 M 76/7"_		· · · · · · · · · · · · · · · · · · ·							
	End Boring at 3.5 ft due to auger refusal on								
	unknown, unmarked obstruction								
- 5-									
	*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated	· .							
	at the intersection of Charter and Spring								
				-					
		· ·							
- 15-									
					1				
WATER	L'EVEL OBSERVATIONS G	ENERA	LNO	<b>FES</b>	L				
While Drilling <b>V</b> NW	Upon Completion of Drilling Start 10/1	/12 End	10/1/12	2					
Time After Drilling	Driller Bad	ger Chief	KD	Rig C	ME-55				
Depth to Water Depth to Cave in	Logger A Drill Method	2 1/4" II	ESF SA	••• ••••					
The stratification lines repr soil types and the transition		.#.#(3##		•••••					
soll types and the transition	may be gradual.								

	LOG OF TEST BORING	Boring N	0.	4	ŀ	
CGC Inc.)	Project Charter Street Area	Surface Elevation (ft) 91.3		 *		
	Spring: 165'W of Mills, 10'S of CL	Job No.				
	Location Madison, Wisconsin	Sheet				
		1		····	•••••	••••
SAMPLE	1 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 2	SOIL	. PRC	DPE	RTIE	ES
T Rec Depth	VISUAL CLASSIFICATION and Remarks	qu (ga)	W	LL	PL	LI
P         (in.)         (ft)           R         (in.)         (ft)	3" Asphalt Pavement/6" Base Course	(tsf)				
	FILL: Light Brown Fine Sand	 				
1 10 M 11 _						
2 10 M 9						i
	Soft to Medium Stiff, Brown and Rust-Red Lean to	-	.			
14 M 6 L	Organic CLAY (OL/CL) (Possible Fill)	(0.0)				
		(0.5)				
	Medium Dense, Light Brown Silty Fine SAND,					
16 M 13	Trace Gravel (SM)					
	4-01. Frén		1			
	Medium Dense, Light Brown Fine SAND, Trace Silt (SP)					
14 W 25						
14   W   25  -						
15-	End Boring at 15 ft					
	Borehole backfilled with bentonite chips and					
	asphalt patch					
		e 6				
	*Elevation determined using an assumed datum of					
	100.0 ft referencing the top nut of a hydrant situated					
	at the intersection of Charter and Spring					
	LEVEL OBSERVATIONS G	ENERA	NO	TES		
					- <u></u>	
Thile Drilling $4 13.5'$	Upon Completion of Drilling Start	1/12 End	10/1/	12 D:	o CM	0F 4
me After Drilling	<u>1/4 hr</u> Driller Bad Logger A	$\mathbf{P}$ Editor	ESI	, КI 7	R CIN	ц <b>ц</b>
epth to Cave in	12.5' Drill Method		SA	· · · · · · · · · · · · · · · ·	••••••	· · · · · ·
The stratification lines repr soil types and the transition	esent the approximate boundary between					

# SECTION E: BIDDERS ACKNOWLEDGEMENT

# NORTH CHARTER STREET AND SPRING STREET **RECONSTRUCTION ASSESSMENT DISTRICT - 2015** CONTRACT NO. 6997

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

The undersigned having familiarized himself/herself with the Contract documents, including 1. Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2015 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.

issued thereto, at the prices for said work as contained in this proposal. through (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.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract. 3. combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. 4: (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).
- hereby statements 5 certify that all herein are made on behalf ôf. Speedway Sand & Gravel 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 State that I have examined and carefully prepared this Proposal. of from the plans and specifications and have checked the same in detail before submitting this Proposal: that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct. SIGNATURE

Vice President - MILINI JANICE A TITLE, IF ANY Sworn and subscribed to before me this 2015 April 15th day of N RULAR (Notary Public or other officer authorized to administer oaths) My Commission Expires 10-22-17 Bidders shall not add any conditions or qualifying statements to this A THE OF WIS

# Contract 6997 – Speedway Sand & Gravel, Inc.

### 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.

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).

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) and 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

### **Best Value Contracting**

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

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

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# 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: Speedway Sand & Gravel I	nc.						
	8500 Greenway Blvd Suite 202, Middleton, WI 53562						
Telephone Number608-836-1071	Fax Number: 608-836-7485						
Contact Person/Title: John Czerepinski, Vice Pr	esident						
	· · · · · · · · · · · · · · · · · · ·						
Prime Bidder Certification							
John Czerepinski	Vice President of						
Name	Title						
Speedway Sand & Gravel Inc.	certify that the information						
Company	<b>A</b>						
contained in this SBE Compliance Report is true and corre	ect to the best of my knowledge and belief.						
Janice Zhan							
Witness' Signature	Bidder's Signature						
April 15, 2015							
Date	V						

# Small Business Enterprise Compliance Report

# **Summary Sheet**

# SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	6 % of Total Bid A	Amount
		n an	%
SBE Trucking	Hauling	0.7.3%	%
(Neil Schlough, ASHE	StrKete)		%
5			%
			%
		· · · · · · · · · · · · · · · · · · ·	%
			%
			%
·····	·		%
			%
		<u></u>	%
			%
		······································	%
Subtotal SBE who are NOT suppliers:	n de la companya de l No	_0.73_	%
SBE Subcontractors Who Are Suppliers			
Name(s) of SBEs Utilized	Type of Work	9/ of Total Rid A	mount
Name(s) of SDE's Unized			<u>«mount_</u> %
			<u></u> %
		<u></u>	<u>~~</u> %
	• • • • • • • • • • • • • • • • • • •	<u> </u>	%
			<u>%</u>
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to	
Δ. Δ	· · ·		, 0076)
Total Percentage of SBE Utilization:	. 13 %.		

Date: 4/15/15

		• •	and & Gravel nc.
ltem	Quantity	Price	Extension
Section B: Proposal Page			•
10701.0 - TRAFFIC CONTROL - LS	1.00	\$10,000.00	\$10,000.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE		·	
MESSAGE - DAYS	30.00	\$100.00	\$3,000.00
10790.0 - RAILROAD INSURANCE - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	150.00	\$5.00	\$750.00
10802.0 - ROOT CUTTING - SIDEWALK - LF	150.00	\$5.00	\$750.00
10911.0 - MOBILIZATION - LS	1.00	\$21,000.00	\$21,000.00
20101.0 - EXCAVATION CUT - CY	4485.00	\$21.00	\$94,185.00
20130.0 - UNDERDRAIN - LF	600.00	\$13.00	\$7,800.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)			
- SY	1500.00	\$2.00	\$3,000.00
20219.0 - BREAKER RUN - TON	1500.00	\$8.00	\$12,000.00
20221.0 - TOPSOIL - SY	3450.00	\$2.75	\$9,487.50
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - LF	200.00	\$3.50	\$700.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	300.00	\$2.00	\$600.00
20321.0 - REMOVE CONCRETE PAVEMENT - SY	2520.00	\$5.00	\$12,600.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	3800.00	\$3.50	\$13,300.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	21600.00	\$0.60	\$12,960.00
20401.0 - CLEARING - I.D.	120.00	\$24.00	\$2,880.00
20403.0 - GRUBBING - I.D.	120.00	\$24.00	\$2,880.00
20701.0 - TERRACE SEEDING - SY	3450.00	\$1.80	\$6,210.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	3450.00	\$1.35	\$4,657.50
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	3600.00	\$16.00	\$57,600.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - LF	140.00	\$25.00	\$3,500.00
30206.0 - TYPE 'H' CONCRETE CURB & GUTTER - LF	40.00	\$30.00	\$1,200.00
30301.0 - 5" CONCRETE SIDEWALK - SF	12100.00	\$4.40	\$53,240.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF	10650.00	\$5.25	\$55,912.50
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	272.00	\$30.00	\$8,160.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	1625.00	\$17.00	\$27,625.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	3600.00	\$8.50	\$30,600.00
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	55.00	\$96.09	\$5,284.95
40202.0 - HMA PAVEMENT TYPE E-1.0 - TON	1725.00	\$57.42	\$99,049.50
40211.0 - BITUMINOUS TACK COAT - GAL	420.00	\$3.03	\$1,272.60
40231.0 - ASPHALT DRIVE & TERRACE - SY	150.00	\$40.00	\$6,000.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - LF	100.00	\$0.25	\$25.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF	1520.00	\$0.45	\$684.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	400.00	\$0.80	\$320.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - LF	565.00	\$5.20	\$2,938.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK,		+	+_,
18-INCH - LF	50.00	\$14.00	\$700.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF	150.00	\$8.00	\$1,200.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW -			+
EACH	7.00	\$180.00	\$1,260.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	2.00	\$150.00	\$300.00
60824.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE &	2.00	+.50.00	÷000.00
STRAIGHT ARROW - EACH	9.00	\$155.00	\$1,395.00
· · · · · · · · · · · · · · · · · · ·		+ - 20.00	+ .1-20100

Date: 4/15/15

			and & Gravel
Item	Quantity		Extension
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD			
CROSSING - EACH	1.00	\$800.00	\$800.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,			
REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	150.00	\$2.50	\$375.00
90001.0 - MAINTAIN TEMPORARY BICYCLE ACCESS - DAYS	106.00	\$5.00	\$530.00
90002.0 - PAVED SURFACE TEMPORARY - SY	200.00	\$38.00	\$7,600.00
90003.0 - HIGH FRICTION COLORED SURFACE - SF	2675.00	\$9.26	\$24,770.50
90004.0 - CONCRETE CURB & GUTTER, TYPE 'H' SPECIAL - LF	25.00	\$35.00	\$875.00
20217.0 - CLEAR STONE - TON	500.00	\$5.00	\$2,500.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$750.00	\$750.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$250.00	\$1,250.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	6.00	\$200.00	\$1,200.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$7,500.00	\$7,500.00
21025.0 - SILT SOCK (12 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	50.00	\$2.60	\$130.00
21026.0 - SILT SOCK (12 INCH) - REMOVE & RESTORE - L.F.	50.00	\$1,25	\$62.50
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	7.00	\$40.00	\$280.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	14.00	\$20.00	\$280.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	7.00	\$12.00	\$84.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL -			
EACH	32.00	\$80.00	\$2,560.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	64.00	\$25.00	\$1,600.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	32.00	\$12.00	\$384.00
50411.0 - 12 INCH RCP STORM SEWER PIPE - L.F.	350.50	\$77.05	\$27,006.03
50741.0 - TYPE H INLET - EACH	15.00	\$1,750.00	\$26,250.00
50767.0 - TERRACE INLET TYPE 3 - EACH	1.00	\$3,600.00	\$3,600.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION -			
LUMP SUM	1.00	\$2,000.00	\$2,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP			
SUM	1.00	\$11,000.00	\$11,000.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	3.00		\$1,200.00
20313.0 - REMOVE INLET - EACH	9.00		\$2,925.00
20314.0 - REMOVE PIPE (STORM) - L.F.	207.00		\$3,312.00
20336.0 - PIPE PLUG - EACH	6.00		\$2,100.00
20503.0 - ADJUST INLET - EACH	5.00		\$1,500.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1396.50		\$139.65
50412.0 - 15 INCH RCP STORM SEWER PIPE - L.F.	187.50		\$14,788.13
50413.0 - 18 INCH RCP STORM SEWER PIPE - L.F.	256.50	\$81.88	\$21,002.22
50482.0 - 19 INCH X 30 INCH HERCP STORM SEWER PIPE - L.F.	602.00	\$106.86	\$64,329.72
50501.0 - 10'X4' RCP STORM SEWER BOX CULVERT - L.F.	52.50	\$888.00	\$46,620.00
50723.0 - 3'X3' STORM SAS - EACH	5.00		\$12,000.00
50724.0 - 4'X4' STORM SAS - EACH	7.00		\$22,400.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$750.00	\$1,500.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	12.00	\$1,500.00	\$18,000.00
50801.1 - UTILITY LINE OPENING (STORM) - EACH	11.00	\$450.00	\$4,950.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$750.00	\$750.00
50722.0 - 6'X6' CATCHBASIN - EACH	1.00	\$7,675.00	\$7,675.00
90030.0 - 11'X5' CAST IN PLACE SAS - EACH		\$24,500.00	\$24,500.00
90031.0 - 13'X5' CAST IN PLACE SAS - EACH	1.00	\$26,500.00	\$26,500.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION -			
LUMP SUM	1.00	\$2,000.00	\$2,000.00

Date: 4/15/15

	Speedway Sand & Grave Inc.					
ltem	Quantity	Price				
10914.0 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP	Quality	FILE	EXCENSION			
SUM	1 00	\$10,000.00	\$10,000.00			
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	7.00	\$500.00	\$3,500.00			
20314.0 - REMOVE SEWER ACCESS STRUCTURE (SANTART) - LACIT 20314.0 - REMOVE PIPE (SANITARY) - L.F.	240.00	\$300.00 \$20.00	\$4,800.00			
20315.0 - REMOVE PIPE (SANITART) - L.F. 20315.0 - REMOVE PIPE - ASBESTOS - L.F.	12.00	\$20.00 \$100.00	\$1,200.00			
20315.0 - REMOVE FIFE - ASBESTOS - L.F. 20336.0 - PIPE PLUG - EACH	3.00	\$350.00	\$1,050.00			
		\$350.00 \$375.00				
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH 50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	2.00 1079.50	\$375.00 \$0.10	\$750.00			
			\$107.95			
50301.0 - 8" PVC SEWER PIPE (SDR-35) - L.F.	222.00 275.50	\$122.55	\$27,206.10			
50303.0 - 12" PVC SEWER PIPE (SDR-35) - L.F.	275.50	\$171.34	\$47,204.17			
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE (C900) - L.F.	350.00	\$137.35	\$48,072.50			
50353.0 - SANITARY SEWER LATERAL (SDR 35) - L.F.	232.00	\$62.98	\$14,611.36			
50354.0 - RECONNECT SANITARY SEWER LATERAL - EACH	10.00	\$1,200.00	\$12,000.00			
50357.0 - COMPRESSION COUPLING - EACH	1.00	\$271.00	\$271.00			
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00			
50701.0 - 4' DIA SAS - EACH	4.00	\$3,190.00	\$12,760.00			
50390.0 - SEWER ELECTRONIC MARKERS - EACH	20.00	\$30.00	\$600.00			
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$1,580.00	\$7,900.00			
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION -						
LUMP SUM	1.00	\$6,000.00	\$6,000.00			
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$32,000.00	\$32,000.00			
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	70.00	\$136.58	\$9,560.60			
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	180.00	\$155.72	\$28,029.60			
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	40.00	\$150.29	\$6,011.60			
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	440.00	\$150.47	\$66,206.80			
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1480.00	\$171.98	\$254,530.40			
70021.0 - FURNISH AND INSTALL 20 INCH CASING - L.F.	90.00	\$494.88	\$44,539.20			
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	3.00	\$1,573.00	\$4,719.00			
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	8.00	\$1,870.00	\$14,960.00			
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$2,436.00	\$4,872.00			
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	2.00	\$3,590.00	\$7,180.00			
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	6.00	\$4,320.00	\$25,920.00			
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	5.00	\$4,844.00	\$24,220.00			
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	4.00	\$1,440.00	\$5,760.00			
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	2.00	\$2,215.00	\$4,430.00			
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$2,785.00	\$2,785.00			
70080.0 - RECONNECT 2-INCH SERVICE LATERAL - LACH 70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	13.00	\$2,785.00	\$2,785.00			
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	13.00	\$1,900.00 \$2,000.00	\$2,000.00			
			\$2,000.00 \$7,500.00			
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	5.00	\$1,500.00				
70090.0 - ABANDON WATER VALVE BOX - EACH	8.00	\$200.00	\$1,600.00			
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	3.00	\$450.00	\$1,350.00			
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	144.00	\$14.00	\$2,016.00			
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	4.00	\$460.00	\$1,840.00			
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT -	005.00	***				
	695.00	\$3.55	\$2,467.25			
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT -		** **				
	1040.00	\$2.80	\$2,912.00			
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT -		<b></b> – –	<b>.</b>			
LF	129.00	\$2.50	\$322.50			

Date: 4/15/15

	Speedway Sand & Gravel		
		Inc.	
ltem	Quantity	Price	Extension
60234.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40)	•		
CONDUIT - LF	443.00	\$1.80	\$797.40
60261.0 - ELECTRICAL TRENCH - LF	1916.00	\$6.10	\$11,687.60
60403.0 - CONSTRUCT LB-3 BASE - EACH	1.00	\$750.00	\$750.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	2.00	\$800.00	\$1,600.00
60408.0 - CONSTRUCT OFFSET BASE - EACH	2.00	\$1,150.00	\$2,300.00
60411.0 - CONSTRUCT TYPE "G' BASE - EACH	5.00	\$650.00	\$3,250.00
60413.0 - CONSTRUCT TYPE "P' BASE - EACH	1.00	\$1,250.00	\$1,250.00
60431.0 - ABANDON EXISTING HANDHOLE - EACH	1.00	\$125.00	\$125.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	7.00	\$800.00	\$5,600.00
60704.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	4.00	\$385.00	\$1,540.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	2.00	\$1,225.00	\$2,450.00
90100.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	2.00	\$2,100.00	\$4,200.00
Totals	对初时步行		\$1,798,120.33



# Department of Public Works **City Engineering Division**

Robert F. Phillips, P.E. City Engineer

City-County Bullding, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 508 264 9275 FAX 1 866 704 2315 Textnet

### BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

(a corporation of the State of Wisconsin

(individual), (partnership), (hereinafter referred to as the "Principal") and Fidelity and Deposit Company of Maryland

a corporation of the State of <u>Maryland</u> (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly hound 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 February 1, 2014 \_\_\_\_\_\_ through \_January 31, 2016 \_\_\_\_\_\_

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 Sutety 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.

608 266 4751

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, ALA. Operations Manager Kathleen M. Cryan GIS Manager David A. Davis, R.J.S. Financial Officer Steven B. Danner-Rivers Hydrogeologist

Brynn Bennis

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

Speedway Sand & Gravel, Inc.	11-20-2013
COMPANY NAME AFFIX SEAL	DATE
By: SURETY	iski, VP.
Fidelity and Deposit Company of Maryland	11-18-13
COMPANY NAME AFFIX SEAL	DATE
By: SIGNATORE AND TITLE Elizabeth Mosca, Attorney-in-Fact	

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2014 , and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-18-13 DATE Elizabeth Mosca

6609 University Ave

Middleton, WI 53562 CITY, STATE AND ZIP CODE

608-644-8668

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.

12/17/2007-BiennialBidEand2008.coc

# CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

February 1, 2014 through January 31, 2016 NAME OF SURETY

Fidelity and Deposit Company of Maryland

Speedway Sand & Gravel, Inc. CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE 20-2013 DATE

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA, all of Middleton, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in then own proper persone.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

ammi

Assistant Secretary

Eric D. Barnes

State of Maryland City of Baltimore

By:

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the scals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

motorel a. Durn

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section' 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal; appoint attomeys-in-fact with authority to execute bonds, policies; recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any 

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the TURICH AMERICAN INSTRANCE COMPANY of avreyting duly called and held on the 15th day of December 1992.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990. My to support some as 13 of a north of a state of the association of the state of the tersenseres, septembre, myschlege i e des Kiellesersens er berkfolges Geograph må ner eftere og siljes og som RESOLVED: "That the facisimile or mechanically reproduced seal of the company and facisimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18 day of 1011, 20/3.



They Delisin

Geoffrey Delisio, Vice President

# SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ in the year Two Thousand and Fifteen between <u>SPEEDWAY SAND & GRAVEL, INC.</u> 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 5, 2015**, 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:

# NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015 CONTRACT NO. 6997

- 2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. Contract Price. The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED TWENTY AND 33/100</u> (\$1,798,120.33) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

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

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

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

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

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

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

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

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

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

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

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

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

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

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

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

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

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

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

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

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

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

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

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

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

names and addresses of all of the subcontractors and agents who worked on the contract.

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. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

**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 and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

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

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

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

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5.

b.

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

### Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

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

### Article III

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

#### Article V

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

#### Article VI

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

### Article VII

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

- 1. Cancel, terminate or suspend this Contract in whole or in part.
- 2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- 3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

### Article VIII

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

### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

6.

Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.

#### NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015 CONTRACT NO. 6997

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:		SPEEDWAY SAND & GRAVEL, INC.	
)		Company/Name	
Vicle stout	5/6/15	h	5615
Witness	Date	V. President	Date
Antis	5615	Janice Kigan	5615
Witness	` Date	Secrètary	Date
CITY OF MADISON, WISCONSIN			
Provisions have been made to pay that will accrue under this contract.	the liability	Approved as to form:	
mai will accure under unis contract.		And All	
Finance Director	6	City Attorney	SILVER
Signed this5tv day	of May	-Pin/22/2	
have show			5-15-15
Witness		Mayor	Date
Mar Min		Mariberth Witzel-Behl	5-11-2015
Witness	<u> </u>	City Clerk	Date

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#### SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and Fidelity and Deposit Company of Maryland

Company of <u>Baltimore, Maryland</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, In the sum of <u>ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND ONE</u> <u>HUNDRED TWENTY AND 33/100</u> (\$1.798.120.33) 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:

#### NORTH CHARTER STREET AND SPRING STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015 CONTRACT NO. 6997

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 6th data	ay of _May, 2015
Countersigned:	SPEEDWAY SAND & GRAVEL, INC.
Vice Stort	Company Name (Principal)
Witness	V President Seal
Secretary	
Approved as to form:	Fidelity and Deposit Company of Maryland
	Surety Seal
City Attorney	By Attorney-in-Fact , Elizabeth Mosca
This certifies that I have been duly licensed as a	an agent for the above company in Wisconsin under

License No. 2530156 for the year 2015 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 6, 2015	Clas Moon
Date	Agent Signature

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA, all of Middleton, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

Lie D. Barry

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Durn



Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this  $(a \text{ day of } Mae_, 20/5)$ .



Joffrey Delisio

Geoffrey Delisio, Vice President

### SECTION J: PREVAILING WAGE RATES

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J-1

PREVAILING WAGE RATE DETERMINATION Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 66.0903, Wis. Stats. Issued On: 1/7/2015

DETERMINATION NU	MBER: 201500014
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MADISON
PROJECT LOCATION	I: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	NCY: CITY OF MADISON - ENGINEERING
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	<ul> <li>Time and one-half must be paid for all hours worked:</li> <li>over 10 hours per day on prevailing wage projects</li> <li>over 40 hours per calendar week</li> <li>Saturday and Sunday</li> <li>on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li> <li>The day before if January 1, July 4 or December 25 falls on a Saturday;</li> <li>The day following if January 1, July 4 or December 25 falls on a Sunday.</li> <li>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</li> <li>A DOT Premium (discussed below) may supersede this time and one-half requirement.</li> </ul>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

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

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

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

#### Determination No. 201500014

#### 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 <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 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.	32.82	18.66	51.48
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
107	Cement Finisher	31.98	12.04	44.02
108	Drywall Taper or Finisher	26.05	18.23	44.28
109	Electrician Future Increase(s): Add \$1.20/hr on 6/1/15; Add \$1.25/hr on 6/1/16. 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.	34.82	19.67	54.49
110	Elevator Constructor	43.84	27.09	70.93

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
111	Fence Erector	18.00	6.09	24.09
112	Fire Sprinkler Fitter	36.79	18.81	55.60
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	15.90	47.30
118	Line Constructor (Electrical)	39.50	17.73	57.23
119	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13
121	Metal Building Erector	19.05	8.08	27.13
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2015; Add \$1.47/hr on 6/1/2016.	34.44	16.07	50.51
123	Overhead Door Installer	27.46	1.98	29.44
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	30.83	20.89	51.72
129	Plasterer Future Increase(s): Add \$1.56 on 06/01/2015; Add \$1.61 on 06/01/2016; Add\$1.66 on 06/01/2017	32.65	19.36	52.01
130	Plumber Future Increase(s): Add \$1.80 on 6/1/15	37.57	17.47	55.04

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
132	Refrigeration Mechanic Future Increase(s): Add \$1.80 on 6/1/15	44.20	18.26	62.46
133	Roofer or Waterproofer	29.40	11.31	40.71
134	Sheet Metal Worker	34.45	22.54	56.99
135	Steamfitter Future Increase(s): Add \$1.80/hr on 6/1/15.	44.20	18.26	62.46
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.	22.50	12.74	35.24
138	Temperature Control Installer	42.95	15.04	57.99
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	26.76	58.36
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.90	9.83	31.73
	TRUCK DRIVERS		·····	
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u>	HOURLY FRINGE <u>BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	32.89	18.96	51.85

Determ	ination No. 201500014			Page 6 of 3
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	21.99	39.99
	LABORERS		······································	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.97	15.12	40.09
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	Landscaper	18.75	10.26	29.01
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.55	14.14	35.69
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.	18.82	14.16	32.98
314	Railroad Track Laborer	14.50	5.29	19.79
315	Final Construction Clean-Up Worker Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016	24.97	15.12	40.09

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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
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.	<b>\$</b> 35.72	\$17.85	<b>\$</b> 53.57
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.		20.40	55.86
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING L/		/ORK	
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	36.67	19.78	56.45
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	35.42	19.78	55.20
10	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). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	19.78	54.00

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47
12	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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
13	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	30.99	19.78	50.77
14	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
15	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	33.12	19.35	52.47
6	Fiber Optic Cable Equipment	28.89	17.95	46.84

#### SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES						
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$		
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13		
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. 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.	34.13	20.61	54.74		
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96		
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.	33.93	22.77	56.70		
111	Fence Erector	18.00	6.09	24.09		
16	Ironworker	31.50	20.01	51.51		
18	Line Constructor (Electrical)	39.50	17.73	57.23		
25	Pavement Marking Operator	30.10	17.34	47.44		
26	Piledriver	29.56	25.71	55.27		
30	Plumber	21.50	0.00	21.50		
35	Steamfitter	42.95	17.81	60.76		
37	Teledata Technician or Installer	22.25	12.24	34.49		
43	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70		
44	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30		

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY	TOTAL
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015.	25.18	18.31	43.49
	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.			
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.50	4.97	24.47
	LABORERS	· · · · · · · · · · · · · · · · · · ·		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add	26.34	15.13	41.47
	\$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.			
303	Landscaper	39.43	0.00	39.43

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
<u>ODE</u>	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
ODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.	37.24	20.10	57.34
	Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.			
22	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under;	34.22	19.78	54.00
	Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s):			
23	Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33.69	19.78	53.47
	Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder;			
	Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).			

Determ	ination No. 201500014			Page 14 of 32
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chair Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	18.96	49.78
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.69	18.46	49.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.19	18.96	49.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

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#### AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES					
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$	
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13	
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72	
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96	
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.	33.93	22.77	56.70	
111	Fence Erector	18.00	6.09	24.09	
116	Ironworker	31.50	20.01	51.51	
118	Line Constructor (Electrical)	39.50	17.73	57.23	
124	Painter	26.65	13.10	39.75	
125	Pavement Marking Operator	29.22	25.90	55.12	
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. 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.	33.24	16.00	49.24	
33	Roofer or Waterproofer	29.40	11.31	40.71	

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.29	46.89
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.73	12.17	33.90
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE		TOTAL
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;	30.27	21.15	51.42
	Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,			
	Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	,		
205	Pavement Marking Vehicle	23.16	21.13	44.29

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207	Truck Mechanic	24.52	17.77	42.29
	LABORERS			
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
		\$	\$	\$
	<ul> <li>General Laborer</li> <li>Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017</li> <li>Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS:</li> <li>1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</li> </ul>	30.41	15.14	45.55
02	Asbestos Abatement Worker	18.00	9.58	27.58
03	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &	30.41	15.14	45.55
	Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
)4	Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s):	26.76	15.14	41.90

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
ODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	\$	\$	\$
511	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
14	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO			
<u>ODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
31	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of	37.72	¥ 21.15	58.87
	<ul> <li>Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Ove 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).</li> <li>Future Increase(s): <ul> <li>Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;</li> <li>Add \$1.25/hr on 6/1/2017.</li> </ul> </li> <li>Premium Increase(s): <ul> <li>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,</li> <li>Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium.</li> <li>See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.</li> </ul> </li> </ul>			
32	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.		21.15	58.37
	<ul> <li>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</li> <li>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.</li> </ul>			

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
CODE		<u>OF PAY</u> \$	\$	\$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt	36.72	21.15	57.87
	Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT		· · · · · · · · · · · · · · · · · · ·	
	Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto,			-
	VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete			·
	Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a		•	
•	Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine			
	(Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over);			
	Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great			
	Lakes); Winches & A-Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;			
	Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic			
·	rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
	See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			

	Determination	No.	201500014
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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
<u>CODE</u>	TRADE OR OCCUPATION	OF PAY \$	BENEFITS	<u>TOTAL</u> \$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger,	36.46	21.15	57.61
	Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s):			
	Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,			
	Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.		21.15	57.32
	Fack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
	See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

Determination	No.	201500014	

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	; ;	20.40	55.86

Determination No. 201500014

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#### LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

	SKILLED TRADES	·	· · · · · · · · · · · · · · · · · · ·	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician	35.72	19.17	54.89
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
133	Roofer or Waterproofer	29.40	11.31	40.71
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

Determ	nination No. 201500014		· · · · · · · · · · · · · · · · · · ·	Page 23 of 32
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
·	TRUCK DRIVERS		······	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle	16.00	0.00	16.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	16.00	0.00	16.00
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u>	<u>TOTAL</u> \$
301	General Laborer	29.32	12.44	41.76
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016: Add \$1.00/hr eff. 06/01/2017	30.13	15.14	45.27

06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s):

Determ	ination No. 201500014	······		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u>	HOURLY FRINGE BENEFITS	TOTAL
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	\$	\$	\$
304	Flagperson or Traffic Control Person	19.06	14.29	33.35
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATOR CONCRETE PAVEMENT OR BRIDGE Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	CONCRETE PAVEMENT OR BRIDGE Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	WORK HOURLY BASIC RATE	FRINGE	TOTAL
<b>:ODE</b> 541	CONCRETE PAVEMENT OR BRIDGE	HOURLY		<b>TOTAL</b> \$ 58.87

	Fringe Penefite Must Pe Paid On All Hours Worked			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under, Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	37.22	21.15	58.37
43	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	35.72	17.85	53.57

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
ODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great		21.15	57.61
·	Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;			
•	Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of	· · ·	• • •	
45	this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking	35.17	20.40	55.57
	System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.		20.40	00.01
46	Fiber Optic Cable Equipment.	28.89	17.95	46.84
47	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
48	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
19 .	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.	35.72	17.85	53.57
50	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.	35.46	20.40	55.86

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.72	<b>2</b> 0.40	57.12
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	58.37
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Determ	nination No. 201500014			Page 28 of 32
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.17	20.80	56.97
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s):	- 36.17	21.15	57.32
	Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

#### Determination No. 201500014

#### RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

<u> </u>	SKILLED TRADES	· · · · ·		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	33.07	16.07	49.14
102	Boilermaker	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 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.	32.82	18.66	51.48
104	Cabinet Installer	34.42	0.00	34.42
105	Carpenter	31.40	2.01	33.41
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00
107	Cement Finisher	24.08	0.00	24.08
108	Drywall Taper or Finisher	8.50	0.00	8.50
109	Electrician	20.00	6.62	26.62
110	Elevator Constructor	23.26	0.00	23.26
111	Fence Erector	16.00	3.76	19.76
112	Fire Sprinkler Fitter	39.00	18.00	57.00
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown)	23.00	10.55	33.55
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	2.01	33.41
119	Marble Finisher	16.25	2.32	18.57
20	Marble Mason	32.09	18.04	50.13

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
121	Metal Building Erector	18.00	5.88	23.88
123	Overhead Door Installer	16.65	1.03	17.68
124	Painter	25.75	8.94	34.69
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	25.00	10.45	35.45
130	Plumber	30.00	10.44	40.44
132	Refrigeration Mechanic	17.00	13.56	30.56
133	Roofer or Waterproofer	15.00	1.37	16.37
134	Sheet Metal Worker	22.54	5.20	27.74
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	1.62	23.62
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter Future Increase(s): Add \$1.40/hr on 6/01/2015; Add \$1.45/hr on 6/06/2016.	31.55	18.26	49.81
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
146	Well Driller or Pump Installer	12.75	9.50	22,25
147	Siding Installer	17.25	0.00	17.25
	TRUCK DRIVERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	16.50	0.00	16.50
203	Three or More Axle	18.00	2.44	20.44
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	2.44	20.44

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	LABORERS				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$	
301	General Laborer	24.21	8.02	32.23	
302	Asbestos Abatement Worker	16.50	8.21	24.71	
303	Landscaper	12.00	0.00	12.00	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98	
315	Final Construction Clean-Up Worker	10.00	3.47	13.47	

#### HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini; 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches &		19.78	54.00
	A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.			1. L

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558 Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & LIght Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.

Future Increase(s):

Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.

Department of Workforce DevelopmentEqual Rights DivisionP.O. Box 8928Madison, WI53708-8928Telephone:(608) 266-6860Fax:(608) 267-4592TTY:(608) 264-8752

# STATE OF WISCONSIN

Scott Walker, Governor Reginald J. Newson, Secretary

#### **PREVAILING WAGE – Contractors**

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do not appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Contractors – 02/14-JE