ROUTING: Routine	tract Routing Form	printed on: 07/23/2015			
	.Huston Company ineering Division				
Project: Nakoma Greenway Re	pair				
Contract No.: 7538 Enactment No.: RES-15-00623 Dollar Amount: 202,195.80	File No.: Enactment	39041 Date: 07/22/2015			
(Please DATE before routing)					
Signatures Required	Date Received	Date Signed			
City Clerk	7-23-2015	7-23-2015			
Director of Civil Rights	7-24-2015	7-27-15 W.C.			
Risk Manager	17/27/15	1/28/15 X21			
Finance Director	17/28/15	7-29-152			
City Attorney	949   8-03-15	18-04-15			
Mayor	8-4-15	18-5-15			
Please return signed Contracts to the City Clerk's Office Room 103, City-County Building for filing.  Original + 2 Copies					

07/23/2015 13:20:54 enknb - Sally Swenson -608-266-4862

Dis Rights: OK AMA/ Problem - Hold Prev Wage: AA Agency / No Contract Value: See above AA Plan: 1000 Ved Amendment / Addendum #\_\_\_\_\_

Type: POS / Dvlp / Sbdv / Gov't / Grant PW Goal Loan / Agrmt

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**Awarding Public** 

File #:

39041 Version: 1

Name:

Works Contract No.

7538, Nakoma Greenway Repair.

Type:

Resolution

Status:

Passed

File created:

6/22/2015

In control:

**BOARD OF PUBLIC** 

control:

WORKS

On agenda:

7/21/2015

Final action:

7/21/2015

Enactment date:

7/22/2015

Enactment #:

RES-15-00623

Title:

Awarding Public Works Contract No. 7538, Nakoma Greenway Repair.

Sponsors:

**BOARD OF PUBLIC WORKS** 

Attachments:

1. Contract 7538.pdf

History (3)

Text

3 records	Grou	p Export				
Date	Ver.	Action By	Action	Result	Action Details	Watch
7/21/2015	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
7/8/2015	1	BOARD OF PUBLIC WORKS			Not available	Not available
6/22/2015	1	Engineering Division	Refer		Action details	Not available

CONTRACT NO. 7538 NAKOMA GREENWAY REPAIR

R.G. HUSTON COMPANY, INC.

\$202,195.80

Acct. No. 10311-84-174-84200:54250(91223) Contingency 8%± \$202,195.80 <u>16,174.20</u>

**GRAND TOTAL** 

\$218,370.00

# Wisconsin Office of the Commissioner of Insurance Licensed Producer Search

Wednesday, July 15, 2015

762

BARTON, DENNIS M NEW BERLIN WI License Status: Active License No: 125401 NPN No: 283633

Effective Date: 01-01-1982 Expiration Date: 12-31-2016

License Type: Resident Intermediary Indv

### **Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	01-01-1982	Active
Fidelity	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

### **Adjudicated Administrative Actions**

**Legal File:** 72-C7044 **Adjudicated Date:** 06-14-1972

Actions: Forfeiture: \$500

Allegations: payment as counselor and agent

Note: If this administrative action was settled with a stipulation, the Respondent denied

the allegations but both parties agreed to the action taken except as noted in the

stipulation. See the actual stipulation or order by viewing it at:

https://ociaccess.oci.wi.gov/OrderInfo/OrdInfo.oci

### **Appointments and Terminations**

	Company	lification	Effective	Termination	Termination
		e/Status	Date	Date	Reason
	ACUITY, A Mutual	CAS/Inactive	05-10-2005	10-14-2011	Canceled
	Insurance Company	PROP/Inactive	05-10-2005	10-14-2011	Canceled
American Casualty Company of Reading, Pennsylvania		CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
		PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
	American Insurance	CAS/Active	06-08-1987		
-	Company, The	PROP/Active	06-08-1987		
THE PERSON NAMED IN COLUMN	Amwest Surety Insurance Company	CAS/Inactive	10-11-1994	10-25-1996	Inadequate Production
	Automobile	CAS/Inactive	06-15-1993	12-05-2009	Canceled
	Insurance Company of Hartford, Connecticut, The	PROP/Inactive	06-15-1993	12-05-2009	Canceled

	and the same of th			The state of the s	
-	Berkley Insurance Company	CAS/Active	07-19-2013		
	Berkley Regional Insurance Company	CAS/Active PROP/Active	03-05-2008 03-05-2008		
THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN C	Capitol Indemnity Corporation	CAS/Active PROP/Active	08-29-1994 08-29-1994		
THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN THE PERSON NAMED IN THE PERSON NAMED IN THE PERSON NAMED IN THE PERSON	Carolina Casualty Insurance Company	CAS/Active PROP/Active	11-13-1996 11-13-1996		
	Charter Oak Fire Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED	Continental Casualty Company	CAS/Active PROP/Active	08-27-1993 08-27-1993		
THE RESIDENCE AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TRANCON TRANCON TRANCON TRANCON TRANCON TRANCON TRANCON TR	Economy Fire & Casualty Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	11-03-2003 11-03-2003	Inadequate Production Inadequate Production
	Farmington Casualty Company	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER, THE OWNE		PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
THE PROPERTY OF THE PERSON NAMED AND POST OF	Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	09-01-2004 09-01-2004		
TOWNSTANDED TO SELECT STREET, SELECT STREET, SELECT SELECT STREET, SELECT SELEC	Fidelity and Guaranty Insurance Company	CAS/Inactive PROP/Inactive	03-02-1992 03-02-1992	12-05-2009 12-05-2009	Canceled Canceled
	Guarantee Company of North America USA, The	CAS/Active	09-09-2010		
CHILD AND ADDRESS OF THE PARTY	Gulf Insurance Company	CAS/Inactive PROP/Inactive	09-14-1993 09-14-1993	06-30-2005 06-30-2005	Inadequate Production Inadequate Production
NAME AND POST OF PERSONS ASSESSED.	Hanover Insurance Company, The	CAS/Active PROP/Active	10-12-2004 10-12-2004		
CHINA COMMON CONTRACTOR OF THE	Liberty Mutual Fire Insurance Company	CAS/Active	05-20-2009		
	Liberty Mutual Insurance Company	CAS/Active	05-20-2009		
THE REAL PROPERTY AND PERSONS ASSESSED.	LM Insurance Corporation	CAS/Active	05-20-2009		
CONTRACTOR	Massachusetts Bay Insurance Company	CAS/Active PROP/Active	10-12-2004 10-12-2004		

National Fire Insurance Company	CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
of Hartford	PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
Old Republic	CAS/Active	12-18-1990		
Insurance Company	PROP/Active	12-18-1990		
Old Republic Surety Company	CAS/Active PROP/Active	12-18-1990 12-18-1990		
Phoenix Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Seaboard Surety Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	02-17-2009 02-17-2009	Canceled Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active PROP/Active	12-09-1998 12-09-1998		
St. Paul Guardian Insurance Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	12-05-2009 12-05-2009	Canceled Canceled
St. Paul Mercury	CAS/Inactive	12-09-1998	12-05-2009	Canceled
Insurance Company	PROP/Inactive	12-09-1998	12-05-2009	Canceled
Standard Fire Insurance Company, The	CAS/Inactive PROP/Inactive	06-15-1993 06-15-1993	12-05-2009 12-05-2009	Canceled Canceled
Transcontinental Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	12-11-2002 12-11-2002	Inadequate Production Inadequate Production
Transportation Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	12-06-2002 12-06-2002	Inadequate Production Inadequate Production
Travelers Casualty and Surety Company	CAS/Active PROP/Active	06-15-1993 06-15-1993		
Travelers Casualty and Surety Company of America	CAS/Active PROP/Active	06-15-1993 06-15-1993		
Travelers Casualty Company of	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Connecticut	PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
of America	PROP/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
Travelers	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per

Commercial				Agent Rqst
Insurance Company	PROP/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active PROP/Active	12-11-2007 12-11-2007		
Travelers Indemnity Company of America, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Property Casualty Company of America	CAS/Active PROP/Active	01-13-2006 01-13-2006		
United Fire & Casualty Company	CAS/Inactive PROP/Inactive	11-01-1996 11-01-1996	08-08-2014 08-08-2014	Canceled Canceled
United States Fidelity and Guaranty Company	CAS/Inactive PROP/Inactive	03-17-1986 03-17-1986	12-05-2009 12-05-2009	Canceled Canceled
USF&G Insurance Company of Wisconsin	CAS/Inactive PROP/Inactive	05-24-1995 05-24-1995	01-01-2001 01-01-2001	Company Merger Company Merger
Valley Forge Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	07-11-2003 07-11-2003	Inadequate Production Inadequate Production
West Bend Mutual Insurance Company	CAS/Inactive PROP/Inactive	01-12-2001 01-12-2001	12-27-2011 12-27-2011	Canceled Canceled
Western Surety Company	CAS/Active CAS/Inactive	10-28-2010 03-19-2002	09-21-2010	Vol. Surrender per Agent Rqst
XL Specialty Insurance Company	CAS/Inactive	01-05-1993	11-03-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-05-1993	11-03-2006	Vol. Surrender per Agent Rqst

**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.

BID OF R. G. HUSTON COMPANY, INC.

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

**FOR** 

**NAKOMA GREENWAY REPAIR** 

**CONTRACT NO. 7538** 

PROJECT NO. 53W1800

**MUNIS NO. 10311** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JULY 21, 2015

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

### NAKOMA GREENWAY REPAIR CONTRACT NO. 7538

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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: scs

### 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:	NAKOMA GREENWAY REPAIR
CONTRACT NO.:	7538
SBE GOAL	11%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JUNE 12, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	JUNE 12, 2015
BID SUBMISSION (1:00 P.M.)	JUNE 19, 2015
BID OPEN (1:30 P.M.)	JUNE 19, 2015
PUBLISHED IN WSJ	6/5/15 & 6/12/15

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, <a href="https://www.cityofmadison.com/business/pw/forms.cfm">www.cityofmadison.com/business/pw/forms.cfm</a>. 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 www.bidexpress.com.

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 pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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 $\boxtimes$

Build	ding	<u>g Demolition</u>			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
Stre	et	Utility and Site Construction			
201		Asphalt Paving	270		Retaining Walls, Reinforced Concrete
205	Ħ	· · · · · · · · · · · · · · · · · · ·	275		
210	Ħ		210		Construction
215	-	Concrete Paving	276		Sawcutting
		Con. Sidewalk/Curb & Gutter/Misc. Flat Work			
220				_	Sewer Lateral Drain Cleaning/Internal TV Insp.
221		Concrete Bases and Other Concrete Work			Sewer Lining
222		Concrete Removal			Sewer Pipe Bursting
225		Dredging			Soil Borings
230	$\vdash$	Fencing			Soil Nailing
235		Fiber Optic Cable/Conduit Installation			Storm & Sanitary Sewer Laterals & Water Svc.
240		Grading and Earthwork	310		
241		Horizontal Saw Cutting of Sidewalk			Street Lighting
242		Infrared Seamless Patching	318	$\Box$	Tennis Court Resurfacing
245		Landscaping, Maintenance	320	$\Box$	Traffic Signals
250		Landscaping, Site and Street	325		Traffic Signing & Marking
251		Parking Ramp Maintenance	332		Tree pruning/removal
252		Pavement Marking	333		Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing			Trucking
260		Petroleum Above/Below Ground Storage	340		Utility Transmission Lines including Natural Gas,
		Tank Removal/Installation			Electrical & Communications
262	$\Box$	Playground Installer	399		Other
265		Retaining Walls, Precast Modular Units		_	
		<u>Construction</u>			
501		Bridge Construction and/or Repair			
Build		g Construction			
401		Floor Covering (including carpet, ceramic tile installation,	437		Metals
		rubber, VCT	440		Painting and Wallcovering
402		Building Automation Systems	445		Plumbing
403		Concrete	450		Pump Repair
404		Doors and Windows	455		Pump Systems
405		Electrical - Power, Lighting & Communications	460		
410		Elevator - Lifts	464	$\Box$	Tower Crane Operator
412		Fire Suppression			Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475	Ħ	Water Supply Wells
428		Glass and/or Glazing	480	Ħ	Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal	400	Ц	Architectural
		Heating, Ventilating and Air Conditioning (HVAC)	400		
430			499	Ш	Other
433		Insulation - Thermal			
435		Masonry/Tuck pointing			
State	2 O	f Wisconsin Certifications			
1	H	Class 5 Blaster - Blasting Operations and Activities 2500 feet	and cla	2001	to inhabited buildings for quarries, open nits and
1	ш	road cuts.	and die	JSCI	to illinabiled buildings for quarties, open pits and
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet	and cla	2001	to inhabited buildings for tranches, site
2	Ч				
•		excavations, basements, underwater demolition, underground			
3	Ш	Class 7 Blaster - Blasting Operations and Activities for structur			r than 15° in height, bridges, towers, and any of
	_	the objects or purposes listed as "Class 5 Blaster or Class 6 B			/AU   1   1   1   1   1   1   1   1   1
4	$\vdash$	Petroleum Above/Below Ground Storage Tank Removal and I			
5	Ш	Hazardous Material Removal (Contractor to be certified for asl			
		of Health Services, Asbestos and Lead Section (A&LS).) See			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	rforma	nce	e of Asbestos Abatement Certificate must be
		attached.			
6		Certification number as a Certified Arborist or Certified Tree W	orker a	as a	administered by the International Society of
		Arboriculture			
7		Pesticide application (Certification for Commercial Applicator F	or Hire	e w	ith the certification in the category of turf and
		landscape (3.0) and possess a current license issued by the D			
8		State of Wisconsin Master Plumbers License.		ø	

**SECTION B: PROPOSAL** 

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

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

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

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

### SECTION C: SMALL BUSINESS ENTERPRISE

# Instructions to Bidders City of Madison SBE Program Information

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

### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2.2 Contract Compliance

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

### 2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the Targeted Business Certification Application to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application www.citvofmadison.com/dcr/aaTBDir.cfm. Submittal of the Targeted 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

### NAKOMA GREENWAY REPAIR CONTRACT NO. 7538

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.

# 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: 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).

### ARTICLE 103: AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to **JULY 21, 2015**. No exceptions or extensions to the above date will be permitted.

### ARTICLE 104: SCOPE OF WORK

This contract will repair erosion within, and immediately upstream, of the Nakoma Park drainage channel. The purpose of this contract is to stabilize erosion, while maintaining as much original channel as possible, and disturbing the adjacent woods as little as possible.

### ARTICLE 105.12: COOPERATION OF THE CONTRACTOR

Working space for this contract will be limited. The Contractor will have limited room for use as a lay-down area, as shown on Sheet D-1. It is expected that materials will be hauled in on a regular basis, as opposed to stored on site for prolonged periods. The Contractor will also have limited area along Cherokee Drive in which to store equipment and materials.

A project to repair the pedestrian steps near station 0+00 will be occurring at the same time as the channel restoration work. The Contractor shall coordinate work and site access with the contractor responsible for this work.

### ARTICLE 105.13: ORDER OF COMPLETION

The Contractor shall begin channel stabilization at the furthest point downstream and work upstream. At no time shall the Contractor disturb more bank area than can be restored in the same work day.

### SECTION 107.2 PROTECTION OF PROPERTY

Work will occur on City of Madison Parks Division and Madison Metropolitan School District property. The Contractor shall not disturb school property beyond what is called for in the plans. Disturbance shall be limited to a minor amount of grading and site access restoration. The Contractor shall not use school property for a lay-down area.

### ARTICLE 107.7 MAINTENANCE OF TRAFFIC

All traffic control 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, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days, prior to the preconstruction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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 will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The General Contractor shall be responsible for making daily inspections of the traffic control to ensure that all required signs are in place and all warning lights are functional.

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.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines\_temporarynoparkingrestrictions.pdf

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering 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 two working days in advance of when any existing

signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

No work will be allowed while school is in session. All work to take place between August 10<sup>th</sup> and August 31<sup>st</sup>, 2015.

The contractor may occupy up to 10' of the roadway on Cherokee Drive near the project.

One lane of traffic in each direction shall be maintained on Cherokee Drive at all times. If the Contractor is unable to maintain one lane each direction contractor may use flaggers to ensure safe two-way traffic between the hours of 8:30am to 4:00pm.

Contractor shall maintain two-way traffic on Chippewa Drive, Miami Pass, Naheda Trail, and Oneida Place at all times.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at the intersection of Chippewa Drive and Cherokee Drive at all times, where such accommodations are originally available.

Any questions contact Luke Peters 267-1969 or <a href="mailto:lpeters@cityofmadison.com">lpeters@cityofmadison.com</a>

### ARTICLE 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of the project is to stabilize the channel with minimal damage to the trees that remain following construction. The Contractor shall protect all trees within their work area that are not designated for removal. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

- 1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative, it they so choose.
- 2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
- 3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees shall be considered incidental to Clearing.

### SECTION 109.2 PROSECUTION OF THE WORK

Work shall begin only after the contract is completely executed. The Contractor shall begin work within seven (7) days after receiving the start work letter. Work shall begin on or before **AUGUST 10, 2015** and be completed by **AUGUST 31, 2015**.

### ARTICLE 109.5: METHODS AND EQUIPMENT

The Contractor is strongly encouraged to visit the site prior to bidding. Standard construction equipment may not be suitable for all activities due to the limited working space available. The Contractor shall select equipment that is appropriately sized to prevent tree damage, or to complete work within the channel. No trees shall be cut for access.

### **BID ITEM 10911:**

**MOBILIZATION** 

### **DESCRIPTION**

Mobilization for this project shall be completed in accordance with Article 109.14 of the Standard Specifications. As stated in previous sections, the Contractor shall be aware that there is limited lay-down space available for equipment and materials, and they shall plan accordingly.

The Contractor shall take all necessary precautions to protect existing features along the access route to the project site. Damage to curb and gutter, sidewalk, curb ramps, detectable warning fields, asphalt paths, playground barriers, etc. shall be repaired by the Contractor at no cost to the City. The Construction Engineer shall inspect all features along site access routes and shall make the determination as to what features have been damaged and will require repair or replacement.

### **METHOD OF MEASUREMENT**

Mobilization shall be measured as a Lump Sum.

### **BASIS OF PAYMENT**

Mobilization shall be paid for at the contract price for work as described and measured above which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

### **BID ITEM 20201:**

**EXCAVATION CUT** 

### DESCRIPTION

Excavation Cut shall include all excavation from within the limits shown on the plans. Excavation cut shall be completed in accordance with Article 201 of the Standard Specifications and shall include the removal and disposal of the clear stone material that was placed over the outfall pipe.

Excavation

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### METHOD OF MEASUREMENT

Excavation Cut within the limits shown on the plans will be measured per Cubic Yard based on the plan quantity without measurement thereof.

### **BASIS OF PAYMENT**

Excavation shall be paid for at the contract price for work as described and measured above which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

**BID ITEM 20233:** 

RIPRAP FILTER FABRIC, TYPE HR

### **DESCRIPTION**

The Contractor shall place the riprap filter fabric such that excess material is not visible within the channel or at the edges of the stone. Material may be held back from the edge of the excavations to allow for this.

**BID ITEM 20401:** 

**CLEARING** 

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment and incidentals necessary for the Contractor to cut, remove, and dispose all trees marked for removal on Sheet P-1, and identified within this bid item. Trees have been field identified and are marked with a blue, metal tag containing an identification number. A Tree Removal Schedule is included below. The Contractor shall not rely solely on the plan sheets for tree removal identification. The Contractor shall consult the Tree Removal Schedule and coordinate removals with the identification number on the actual tree.

The Contractor shall not remove any unmarked tree. If questions arise regarding tree identification, the Contractor shall immediately consult the Project Engineer to resolve the issue.

The Contractor shall be fined in accordance with Article 107.13 of the Standard Specification for incorrectly cut trees.

Stumps shall be either grubbed, treated with an herbicide, or left in place. Specific stump treatments for each tree are indicated in the Tree Removal Schedule. Unless indicated for grubbing, the stumps of cut trees shall be cut to within 2 inches of the ground surface and shall be treated with an appropriate herbicide to prevent regrowth from the stump, or left untreated. Materials, equipment, labor, and incidentals necessary to complete the herbicide treatment of stumps shall be considered incidental to this bid item.

The herbicide shall be the least toxic required to prevent regrowth. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be permitted.

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

Debris created during clearing operations shall be temporarily stockpiled in areas that will not damage adjacent trees or school property. Logs shall not be placed on shrubs or planting beds. All cut trees and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

	TREE RE	MOVAL SCHEDULE		-
ID#	Species	# of Trunks	Total DBH	Stump Treatment
53	Buckthorn	1	3	Herbicide
61	Buckthorn	1	3	Herbicide
64	Black Locust	1	3	Grub
85	Norway Maple	1	9	Herbicide
86	Black Locust	1	16	Leave

88	Norway Maple	1	5	Herbicide
89	Norway Maple	1	4	Herbicide
90	Black Locust	1	4	Herbicide
92	Norway Maple	1	4	Herbicide
94	Norway Maple	1	4	Herbicide
96	American Elm	1	8	Herbicide
105	Green Ash	1	4	Herbicide
118	Norway Maple	1	8	Herbicide
119	White Oak	1	9	Herbicide
135	Norway Maple	1	3	Herbicide
136	Black Locust	1	3	Leave
137	Black Locust	1	6	Leave
138	Norway Maple	1	4	Herbicide
140	American Elm	1	6	Leave
150	Buckthorn	1	3	Herbicide
157	Norway Maple	2	8	Herbicide
158	White Oak	1	18	Grub
190	Buckthorn	1	3	Herbicide
197	Box Elder	1	5	Grub
200	Buckthorn	1	3	Herbicide
204	Buckthorn	1	3	Herbicide
210	Buckthorn	1	3	Herbicide
219	American Elm	1	5	Leave
225	Box Elder	1	5	Herbicide
226	Buckthorn	1	3	Herbicide
233	Red Elm	1	5	Grub
234	Box Elder	1	5	Herbicide
235	Box Elder	1	4	Herbicide
242	Box Elder	1	9	Herbicide
243	Box Elder	1	9	Herbicide
244	Box Elder	1	8	Herbicide
247	Box Elder	1	. 8	Herbicide
248	Box Elder	1	6	Herbicide
253	Box Elder	. 1	5	Herbicide
254	Box Elder	1	3	Herbicide
255	Bur Oak	1	20	Grub
256	Box Elder	1	5	Herbicide
258	Norway Maple	1	6	Herbicide
259	Box Elder	1	16	Herbicide

### METHOD OF MEASUREMENT

Clearing shall be measured by the Inch Diameter as defined in Article 204.3 of the Standard Specifications and as measured in the field. Alternatively, the Inch Diameter may be determined from data collected during the tree survey and included in the Tree Removal Schedule.

### **BASIS OF PAYMENT**

Clearing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, hauling, disposal and incidentals required to complete the work as set forth in the description.

### **BID ITEM 90001:**

### **MOVE AND REPLACE BENCHES**

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to move the circle of Leopold benches out of the construction area and replace them to their original location after final stabilization is complete.

If damage occurs to the benches during or removal, storage, or relocation, the Contractor shall replace the damaged benches at no cost to the City.

### METHOD OF MEASUREMENT

Move and Replace Benches shall be measured as a Lump Sum for all work necessary to remove the benches from the immediate work area and replace them to their original location following construction.

### **BASIS OF PAYMENT**

Move and Replace Benches shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, hauling, disposal and incidentals required to complete the work as set forth in the description.

### **BID ITEM 90002:**

### **BRUSHING**

### DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove vegetation smaller than 3-inches in diameter. This bid item is intended to be used for the small amounts of brushing that may be required for site access. The Contractor shall limit brushing to that which is absolutely necessary, as preservation of the woods adjacent to the channel is a key element to this project. No herbicide shall be used in brushing activities.

All debris created via brushing shall become the property of the Contractor and shall be hauled off site for disposal. The Contractor shall not grub the root systems of brushed material.

### **METHODS OF MEASUREMENT**

Brushing shall be measured as a Lump Sum.

### **BASIS OF PAYMENT**

Brushing shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, matrials and incidentals necessary to complete brushing activities as described above.

### **BID ITEM 90003:**

### **WOODLAND SEEDING**

### DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to provide and place Woodland Seed Mix as defined in this section. All seeding activities shall occur in accordance with Article 207 of the Standard Specifications. Woodland Seed Mix shall be considered a native seed and shall be placed accordingly. Rye will not be permitted for use as a cover crop.

Woodland Seed Mix, as defined below, is available as a standard seed mix from Agrecol (10101 N. Casey Rd, Evansville WI, 608-223-3571). The Contractor may choose an alternate seed source, but all alternatives shall be reviewed by the Engineer for approval prior to placement on site.

WOODLAND SEED MIX				
Wildflowers				
Scientific Name	Common Name	Ounces/Acre		
Allium trioccum	Wild Leek	4.00		
Aquilegia Canadensis	Wild Columbine	1.00		
Arisaema triphyllum	Jack-in-the-Pulpit	4.00		
Asclepias exaltata	Poke Milkweed	0.50		
Aster drummondii	Drummond's Aster	2.00		
Aster Prenanthoides	Crooked-Stemmed Aster	1.50		
Aster sagittifolius	Arrow-Leaved Aster	1.50		
Blephilia hirsute	Wood Mint	1.00		
Campanula Americana	Tall Bellflower	0.75		
Caulphyllum thalictroides	Blue Cohosh	4.00		
Desmodium glutinosum	Pointed-Leaved Tick Trefoil	2.50		
Eupatorium rugosum	White Snakeroot	1.00		
Geranium maculatum	Wild Geranium	2.00		
Hydrophyllum virginianum	Virginia Waterleaf	4.00		
Mertensia virginica	Virginia Bluebells	0.50		
Osmorhiza claytonia	Sweet Cicely	4.00		
Penstemon calycosus	Calico Beardtongue	1.00		
Polemonium reptans	Jacobb's Ladder	0.50		
Polygonatum canaliculatum	Solomon's Seal	4.00		
Polygonum virginianum	Woodland Knotweed	1.50		
Prenanthes alba	Lion's Foot	0.50		
Pycnanthemum pilosum	Hairy Mountain Mint	1.00		
Rudbeckia triloba	Brown-Eyed Susan	2.00		
Scrophularia marilandica	Late Figwort	1.00		
Smilacina racemosa	False Solomon's Seal	4.00		
Solidago flexicaulis	Zig Zag Goldenrod	0.25		
Thalictrum dioicum	Early Meadow Rue	2.00		
Zizia aurea	Golden Alexanders	2.00		
Grasses, Sedges, & Rushes				
Bromus purgans	Hairy Wood Chess	4.00		
Carex annectens xanthocarpa	Small Yellow Fox Sedge	0.50		
Carex brevior	Plains Oval Sedge	1.50		
Carex granularis	Meadow Sedge	2.00		
Carex grayi	Common Bur Sedge	3.50		
Carex molesta	Field Oval Sedge	1.50		
Carex sprengelii	Long-Beaked Sedge	1.00		
Carex vulpinoidea	Brown Fox Sedge	2.00		
Diarrhena Americana	Beak Grass	8.00		

Elymus villosus	Silky Wild Rye	16.00	
Elymus virginicus	Virginia Wild Rye	24.00	
Festuca obtuse	Nodding Fescue	2.00	
Hystrix patula	Bottlebrush Grass	24.00	

Seed shall be placed at a rate of 9.00 pounds per acre.

### METHODS OF MEASUREMENT

Woodland Seeding shall be measured per Square Yard of seed placed on site.

### **BASIS OF PAYMENT**

Woodland Seeding shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, matrials and incidentals necessary to provide, store, and place seed in accordance with Article 207 of the Standard Specifications and supplier's recommendations.

### BID ITEM 90004:

### **TEMPORARY FENCING**

### **DESCRIPTION**

This item includes installation of temporary construction fencing at the locations shown on the drawing, or as directed in the field by the Construction Engineer. The intent of this item is to delineate the area to which the Contractor shall confine their operations, to protect trees, and to direct the public away from construction areas. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch min to 3 inch max
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Posts shall be conventional metal "T" or "U" shaped posts. Fencing shall be installed according to the manufacturer's recommendations.

### METHOD OF MEASUREMENT

Temporary fencing shall be measured per Linear Foot installed, maintained, and removed in the field.

### **BASIS OF PAYMENT**

Cost for temporary fencing shall be paid at the contract unit price. Price shall include payment for providing and installing temporary fence and appurtenances, maintenance of fencing as required, creating and closing temporary openings as needed, and removal of fencing and appurtenances, including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

### **BID ITEM 90030:**

### STORM CONTROL

### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage storm flows in the channel during construction. During rain events, this channel shall be expected to flood rapidly. The Contractor shall also be prepared to manage overland flow from Cherokee Way during heavy rain events.

The Contractor shall not disturb more bank than can be stabilized in the same work day. Additionally, the Contractor shall not work on days when rain is anticipated. The Contractor shall not stockpile topsoil, excavated material, or other material that may be subject to suspension in flood waters on site.

### METHODS OF MEASUREMENT

Storm Control shall be measured as a Lump Sum.

### **BASIS OF PAYMENT**

Storm Control shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, matrials and incidentals necessary to complete the work in a manner that prevents erosion from the work site during storm events.

### **BID ITEM 90031:**

### MEDIUM RIPRAP - GLACIAL FIELD STONE

### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 12 inches. Medium Riprap – Glacial Field Stone will be used to stabilize the ditches upstream of the main channel.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not permitted on site. Stones salvaged from the site that meet this specification may be reused. The Contractor shall not generate material from areas that are not shown for stabilization on the plan set.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233.

### METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

### **BASIS OF PAYMENT**

Medium Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

### **BID ITEM 90032:**

### **HEAVY RIPRAP - GLACIAL FIELD STONE**

### DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an

average stone size of 18 inches. Heavy Riprap – Glacial Field Stone will be used to stabilize the banks of the main channel.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not permitted on site. Stones salvaged from the site that meet this specification may be reused. The Contractor shall not generate material from areas that are not shown for stabilization on the plan set.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233.

### METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

### **BASIS OF PAYMENT**

Heavy Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

### **BID ITEM 90033:**

### **24-INCH GLACIAL FIELD STONE**

### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements shown below and shall be used in the apron immediately downstream of the outfall in the main channel.

Minimum Stone Size	Median Stone Size	Maximum Stone Size
21"	24"	26"

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not permitted on site. Stones salvaged from the site that meet this specification may be reused. The Contractor shall not generate material from areas that are not shown for stabilization on the plan set.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233.

### METHOD OF MEASUREMENT

24-Inch Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

### **BASIS OF PAYMENT**

24-Inch Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

**BID ITEM 90034:** 

REMOVE AND REPLACE CHANNEL BOULDERS

### DESCRIPTION

The Contractor may choose to access the repair areas via the channel bed. If so, existing channel boulders may be temporarily relocated to provide a driveable surface. The Contractor will not be permitted to grade the channel or remove the smaller cobbles on the channel bed; only boulders 12-inches in diameter or greater may be moved for access. The boulders shall be stored near their original location.

Following channel stabilization, the boulders shall be replaced in a relatively similar pattern to that which existed prior to their removal. Replaced boulders shall be toed-in, or anchored approximately 1/3 their diameter. The Contractor shall use hand compaction methods to re-stabilize the soil around replaced boulders.

### METHOD OF MEASUREMENT

Remove and Replace Channel Boulders shall be measured as a Lump Sum.

### **BASIS OF PAYMENT**

Remove and Replace Channel Boulders shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove, store, and replace channel boulders in order to provide access.

### **SECTION E: BIDDERS ACKNOWLEDGEMENT**

### **CONTRACT TITLE: NAKOMA GREENWAY REPAIR**

### CONTRACT NO. 7538

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

1.	The undersigned having familiarized himself/herself with the Contract documents, including
	Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard
	Specifications for Public Works Construction - 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.
	through issued thereto, at the prices for said work as contained in this proposal.
	(Electronic bids submittals shall acknowledge addendum under Section E and shall not
	acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in
	accordance with the date specified in the contract to begin work and will proceed with diligence
	to bring the project to full completion within the number of work days allowed in the Contract or
	by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract,
	combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any
	other violation of the anti-trust laws of the State of Wisconsin or of the United States, with
	respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
	(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE
	CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5.	I hereby certify that all statements herein are made on behalf of
	Co Huston Co., Inc. (name of corporation, partnership, or person submitting bid)
	a corporation organized and existing under the laws of the State of
	a partnership consisting of; an individual trading as
	; of the City of State
	of; that I have examined and carefully prepared this Proposal,
	from the plans and specifications and have checked the same in detail before submitting this
	Proposal; that I have fully authority to make such statements and submit this Proposal in (its,
	their) behalf; and that the said statements are true and correct.
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Swam	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 subspit this Proposal in (its, their) behalf; and that the said statements are true and correct.  SEAL  OCCURPORATE  SEAL  OCCURPORATE  SEAL  OCCURPORATE  ANY  SCONSILIA  ANY  ANY  ANY  ANY  ANY  ANY  ANY  A
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V	Charles to the terms of the ter
OI.	All Communications and a second secon
	Public or officer authorized to administer oaths)
IVIY Co	mmission Expires 1-10-16
Ridders	s shall not add any conditions or qualifying statements to the Propositions J. RICHARDSON
	Notary Public Notary Public
	State of Wisconsin

Contract 7538 - R. G. Huston Company, 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 ind

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption. Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined. No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles. Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months. First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort. Contractor has been in business less than one year. Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade. 3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site. The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract) **BRICKLAYER CARPENTER** CEMENT MASON / CONCRETE FINISHER CEMENT MASON (HEAVY HIGHWAY) CONSTRUCTION CRAFT LABORER DATA COMMUNICATION INSTALLER **ELECTRICIAN** ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE GLAZIER HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER INSULATION WORKER (HEAT and FROST) IRON WORKER IRON WORKER (ASSEMBLER, METAL BLDGS) PAINTER and DECORATOR PLASTERER **PLUMBER** П 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

### Nakoma Greenway Repair

### CONTRACT 7538

### Small Business Enterprise Compliance Report

### Cover Sheet

This information MUST be submitted in a separate sealed envelope marked "ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

### Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road

Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

C W 15 CON-

CORPORATE

Contact Person/Title: Brad Huston, President

### Prime Bidder Certification:

I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information contained in this SBE Compliance Report is true and correct to the best of my

knowledge and belief.

Signature

Bidder's Signature

### Nakoma Greenway Repair

### CONTRACT 7538

### Small Business Enterprise Compliance Report

### Summary Sheet

This information MUST be submitted in a separate sealed envelope marked "ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS Type of Work % of Total Bid Amount Name (S) of SBEs Utilized NONE Subtotal SBE who are not suppliers: SBE SUBCONTRACTORS WHO ARE SUPPLIERS Name(S) of SBEs Utilized Type of Work % of Total Bid Amount NONE Subtotal SBE who are suppliers: \_\_\_\_\_\_ % X 0.6 = \_\_\_\_\_\_ % (discounted to 60%) Total Percentage of SBE Utilization: 0 %

## **NAKOMA GREENWAY REPAIR**

CONTRACT NO. 7538 DATE: 6/19/15

R.G. Huston Company, Inc.

	1000	Table Tradeon C	ompany, mo.
Item In the Park Hall Hall to the Park Hall Hall to the Park Hall Hall Hall Hall Hall Hall Hall Hal	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP			
SUM	1.00	\$500.00	\$500.00
10911.0 - MOBILIZATION - LUMP			
SUM	1.00	\$6,600.00	\$6,600.00
20101.0 - EXCAVATION CUT - C.Y.	367.00	\$67.30	\$24,699.10
20217.0 - CLEAR STONE - TON	50.00	\$34.50	\$1,725.00
20221.0 - TOPSOIL - S.Y.	2260.00	\$5.25	\$11,865.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	1056.00	\$3.00	\$3,168.00
20401.0 - CLEARING - I.D.	325.00	\$40.00	\$13,000.00
20403.0 - GRUBBING - I.D.	75.00	\$10.00	\$750.00
20701.0 - TERRACE SEEDING - S.Y.	444.00	\$2.85	\$1,265.40
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION -			• • •
LUMP			
SUM	1.00	\$675.00	\$675.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$350.00	\$1,750.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$1,630.00	\$1,630.00
21013.0 - STREET SWEEPING - LUMP	1.00	Ψ1,000.00	ψ1,000.00
SUM	1.00	\$140.00	\$140.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN -		Ψ110.00	Ψ140.00
L.F.	500.00	\$7.35	\$3,675.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	500.00	\$2.10	\$1,050.00
21022.0 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN	300.00	Ψ2.10	Ψ1,030.00
(UNDISTRIBUTED) - L.F.	500.00	\$2.50	\$1,250.00
21023.0 - SILT FENCE - REMOVE & RESTORE	300.00	Ψ2.50	\$1,230.00
(UNDISTRIBUTED) - L.F.	500.00	\$1.00	\$500.00
21056.0 - INLET PROTECTION, TYPE D HYBRID - PROVIDE &	300.00	Φ1.00	\$500.00
INSTALL - EACH	14.00	\$75.00	\$1,050.00
21057.0 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN -	14.00	φ/3.00	φ1,030.00
EACH	20.00	00.00	<b>\$500.00</b>
	28.00	\$20.00	\$560.00
21058.0 - INLET PROTECTION, TYPE D HYBRID - REMOVE -	44.00	<b>#</b> 00.00	<b>6000 00</b>
EACH	14.00	\$20.00	\$280.00
04004 0 EDOCION MATTING OF ACCULUDDANT VDE A CV	4555.00	04.70	<b>#0.040.50</b>
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1555.00	\$1.70	\$2,643.50
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC -	705.00	04.05	** *** ==
S.Y.	705.00	\$4.35	\$3,066.75
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	5.00	\$0.01	\$0.05
50404.0 - 12 INCH STORM SEWER PIPE - C900			
(UNDISTRIBUTED) - L.F.	10.00	\$90.00	\$900.00
50415.0 - 24 INCH RCP STORM SEWER PIPE			
(UNDISTRIBUTED) - L.F.	10.00	\$237.50	\$2,375.00
50436.0 - 38 INCH X 60 INCH HERCP STORM SEWER PIPE - L.F.	10.00	\$760.50	\$7,605.00
50465.0 - 24 INCH RCP AE			
(UNDISTRIBUTED) - EACH	1.00	\$1,540.00	\$1,540.00
50486.0 - 38 INCH X 60 INCH HERCP AE - EACH	1.00	\$2,600.00	\$2,600.00
50498.0 - JOINT TIES - EACH	1.00	\$50.00	\$50.00
50499.0 - CONCRETE COLLAR		3-70	
(UNDISTRIBUTED) - EACH	1.00	\$900.00	\$900.00

## **NAKOMA GREENWAY REPAIR**

CONTRACT NO. 7538 DATE: 6/19/15

## R.G. Huston Company, Inc.

ltem	Quantity	Price	Extension
50605.0 - 24 INCH RCP AE GATE			
(UNDISTRIBUTED) - EACH	1.00	\$1,555.00	\$1,555.00
50626.0 - 38 INCH X 60 INCH HERCP AE GATE - EACH	1.00	\$3,365.00	\$3,365.00
50801.0 - UTILITY LINE OPENING			
(UNDISTRIBUTED) - EACH	1.00	\$770.00	\$770.00
90001.0 - MOVE AND REPLACE BENCHES - LUMP			
SUM	1.00	\$1,760.00	\$1,760.00
90002.0 - BRUSHING - LUMP			
SUM	1.00	\$1,000.00	\$1,000.00
90003.0 - WOODLAND SEEDING - S.Y.	1815.00	\$1.70	\$3,085.50
90004.0 - TEMPORARY FENCING			
(UNDISTRIBUTED) - L.F.	150.00	\$2.85	\$427.50
90030.0 - STORM CONTROL - LUMP			
SUM	1.00	\$125.00	\$125.00
90031.0 - MEDIUM RIPRAP - GLACIAL FIELD STONE - TON	191.00	\$78.75	\$15,041.25
90032.0 - HEAVY RIPRAP - GLACIAL FIELD STONE - TON	725.00	\$78.75	\$57,093.75
90033.0 - 24-INCH GLACIAL FIELD STONE - TON	208.00	\$78.75	\$16,380.00
90034.0 - REMOVE AND REPLACE CHANNEL BOULDERS -			
LUMP			
SUM	1.00	\$3,780.00	\$3,780.00
42 Items	Totals	12 M 1 1 1 2 2 2	\$202,195.80



## Department of Public Works City Engineering Division

608 266 4751

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet Principal Engineers Michael R. Dailey, P.E. Christina M. Bachmann, P.E. John S. Fahrney, P.E. Gregory T. Fries, P.E.

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

> Operations Manager Kathleen M. Cryan GIS Manager David A. Davis, R.L.S.

Financial Officer Steven B. Danner-Rivers Hydrogeologist Brynn Bemis

#### **BIENNIAL BID BOND**

R.G. Huston Company, Inc.

(a corporation of the State of <u>Wisconsin</u>)

(individual), (partnership), (hereinafter referred to as the "Principal") and

BERKLEY INSURANCE COMPANY

a corporation of the State of <u>Delaware</u> (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of 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 Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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

PRINCIPAL	
R.G. HUSTON COMPANY, INC.	11111STON CON -6-14
COMPANY NAME AFFIX SEAL	DATE
By: SIGNATURE AND TITLE ON Sola History 50	CORPORATE SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEA
SURETY	Mark Macone III III
BERKLEY INSURANCE COMPANY	January 2, 2014
COMPANY NAME AFFIX SEAL	DATE
By: SIGNATURE AND TITLE Dennis M. Barton, Attorney-In-F	Fact
This certifies that I have been duly licensed as an age  125401 for the year  fact with authority to execute this bid bond, which po	2014 , and appointed as attorney in
January 2, 2014	AGENT Dennis M. Barton
	17035 West Wisconsin Avenue - Suite 135
	Brookfield, Wisconsin 53005 CHY, STATE AND ZIP CODE
	262-792-2212 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.

## CERTIFICATE OF BIENNIAL BID BOND

IME PERIOD - VALID (FROM/TO)  2/1/14 to 1/31/16
AME OF SURETY /
Bakky Insurance Company
AME OF CONTRACTOR
KG Huston Company Inc.
ERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

	Attest:	11.	1_	- Rerkley Insur	ance Company	
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	· Ira 3	S. Lederman		( Jeft fley M)	Hafter U	
	Sen	ior Vice President	& Secretary	Senior Vi	ce President	
WARNING: T	HIS POW	ER INVALID IF	NOT PRINTED	ON BLUE "BERKLE	EY" SECURITY PAP	ER.

STATE OF CONNECTICUT) COUNTY OF FAIRFIELD

corporate seal hereunto affixed this 10 day of May, 2013.

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May , 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

CERTIFICATE

Notary Public, State of Co

Andrew M.

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this and

(Seal)

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group 412 Mount Kemble Avenue Suite 310N Morristown, NJ 07960 Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

#### **SECTION H: AGREEMENT**

THIS AGREEMENT made this 27 day of 1 in the year Two Thousand and Fifteen between R. G. HUSTON COMPANY, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>JULY 21, 2015</u>, 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:

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:

## NAKOMA GREENWAY REPAIR CONTRACT NO. 7538

- 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.
- 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>TWO HUNDRED TWO THOUSAND ONE HUNDRED NINETY-FIVE AND 80/100</u> (\$202,195.80) 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

Rev. 1/23/2015-7538spec.doc H-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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.

## NAKOMA GREENWAY REPAIR CONTRACT NO. 7538

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:		R. G. HUSTON G	OMPANY, INC.		
			Company Name			
	1 Juns / 2	7/9/15	R/C		7/9/15	
	Wifness	Date	President		/ Date	
,		7/9/15	ARK,		7/0/15	
	Witness	/Date	Secretary Wee	le Hoston	/ Dáte	
				Š	Date  Date  CORPORATE  SEAL	
	CITY OF MADISON, WISCONSIN				CORPORATE	B. 18.
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(	that will accrue under this contract.			PMA	1975 1975	BHHH
-	Finance Director		City Attorney		CONSINHIN	
	Signed this day of _	augu	un D	1, 20 157		
_	Werdy EBout	_ 0	Jan	Tyl		
	Witness		Mayor <sup>7</sup>	. 0	Date	
	Jan & Sh		Maribeth	Witzel-Beh	1 7-23-2015	5
1	Witness		City Clerk	O	Date	

## **SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we RESERVEY INSURANCE COMPANY	. G. HUSTON COMPANY, INC. as principal, and
	ne United States, for the payment of which sum to
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into be construction of:	
NAKOMA GREEN CONTRACT	
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless f in the prosecution of said work, and shall save harmle (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	rom all claims for damages because of negligence ess the said City from all claims for compensation
Signed and sealed this 22nd day of	July, 2015
Countersigned:  Witness	R. G. HUSTON COMPANY, INC.  Company Name (Principal) STON COMPORATE  President SEAL Seal
	1975
Secretary	BERKLEY INSURANCE COMPANY
Approved as to form:	BERKLEY INSURANCE COMPANY  Surety  Seal
/WP.MS	☐ Salary Employee / ☒ Commission  By
City Attorney	Attorneỹ-in-Fact Dennis M. Barton
authority to execute this payment and performance bon	15, and appointed as attorney-in-fact with
July 22, 2015 Date	Agent Signature Dennis M. Barton

KATHLEEN COREY

NOTARY PUBLIC

# POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

Seal)	By Ira S. Lederman Senior Vice Presid	dent & Secretary	and the second s	By Joff Senior	y M. Hy J. Hafter ice President	fu	-
WARNING:	: THIS POWER INVALI	IF NOT PRIN	TED ON BI	LUE "BERKL	EY" SECURI	TY PAPER.	
STA	ATE OF CONNECTIÇUT	) .					
CO	UNTY OF FAIRFIELD	) ss:				e**	
		the State of Con		a l day of	Mari	, 2013, by Ira S.	Ladarman and
effrey M. Hat	fore me, a Notary Public in fter who are sworn to me to	be the Senior Vi	ce President	and Secretary.			

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22 day of

corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

Berkley Insurance Company.

Andrew M. Tuma

Notary Public, State of Co

Berkley Insurance Company

(Seal)

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

## **SECTION J: PREVAILING WAGE RATES**

#### PREVAILING WAGE RATE DETERMINATION

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

**DETERMINATION NUMBER:** 

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:

MADISON CITY, DANE COUNTY, WI

CONTRACTING AGEN	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:	Time and one-half must be paid for all hours worked:  over 10 hours per day on prevailing wage projects  over 40 hours per calendar week  Saturday and Sunday  on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;  The day before if January 1, July 4 or December 25 falls on a Saturday;  The day following if January 1, July 4 or December 25 falls on a Sunday.  Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
  - 1. January 1.
  - 2. The last Monday in May.
  - 3. July 4.
  - 4. The first Monday in September.
  - 5. The 4th Thursday in November.
  - 6. December 25.
  - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
  - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

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

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
- 2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
- 3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages. 5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any

judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

#### **BUILDING OR HEAVY CONSTRUCTION**

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

	SKILLED TRADES		al .	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
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	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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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,	30.11	26.51	56.62
	Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
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 OF PAY \$	FRINGE BENEFITS \$	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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS	TOTAL
201	Single Axle or Two Axle	32.89	\$ 18.96	\$ 51.85
203	Three or More Axle	18.00	21.99	39.99

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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 TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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 \$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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	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.	35.72	17.85	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 LA		/ORK	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):  Add \$1.60/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, Towe 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 r	19.78	55.20
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	54.00

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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		19.78	53.47
	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.			
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great	31.62	19.78	51.40
	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.			
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):	30.99	19.78	50.77
+	Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		*	
514	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
515	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
516	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 OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	42.95	17.81	60.76
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

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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	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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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 \$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.	26.34	15.13	41.47
303	Landscaper	39.43	0.00	39.43

Determ	Infation No. 201500014	1-24		age 13 01 32
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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			
0005	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.  Future Increase(s):  Add \$1.55/hr on 6/1/2015.  Premium Increase(s):  Add \$.25/hr for operating tower crane.	37.24	20.10	57.34
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	54.00
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Roted or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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.		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.		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.	3	20.40	55.86

## 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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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
133	Roofer or Waterproofer	29.40	11.31	40.71

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
OODL	THE STATE OF THE S	\$	\$	\$
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			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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;    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.	30.27	21.15	51.42
205	Pavement Marking Vehicle	23.16	21.13	44.29
206	Shadow or Pilot Vehicle	24.37	17.77	42.14

207	Truck Mechanic	24.52	17.77	42.29
	LABORERS			y
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
301	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):    Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS:    1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including preptime prior to and/or cleanup after such time period).	30.41	15.14	45.55
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	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 & 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).	30.41	15.14	45.55
304	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

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE BENEFITS TOTAL	
CODE	TRADE OR OCCUPATION	OF PAY	<b>BENEFITS</b>	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.	\$	\$	\$
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 AIRPORT PAVEMENT OR STATE HIGHWAY CO			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$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.	37.72	21.15	58.87
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s):  Add \$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

HOURLY

CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT		21.15	57.87

HOURLY

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 vds 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.

Fringe Benefits Must Be Paid On All Hours Worked

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/business/civilrights/laborwages/pwc.htm.

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	TOTAL \$
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, 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.	36.46	21.15	57.61
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.  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		21.15	57.32
536	ss/civilrights/laborwages/pwc.htm.  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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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.	3	20.40	55.86

### 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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
402	Drieklaver Bleeklaver er Stenemasen	\$ 22.00	\$ 10.04	\$ 50.12
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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Premium Increase(s):	30.13	15.14	45.27

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
R	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 OPERAT CONCRETE PAVEMENT OR BRID			

CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With	37.72	21.15	58.87

Future Increase(s):

Mechanic.

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

Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master

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/business/civilrights/laborwages/pwc.htm.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s):  Add \$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	37.22	21.15	58.37
543	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 All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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 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 this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	57.61
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.		20.40	55.86

# HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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 n	20.40	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.	l r	19.78	53.47

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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):  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	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

#### RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
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
120	Marble Mason	32.09	18.04	50.13

205

207

Pavement Marking Vehicle

Truck Mechanic

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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			
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 \$
201	Single Axle or Two Axle	16.50	0.00	16.50
203	Three or More Axle	18.00	2.44	20.44

20.85

18.00

11.02

2.44

31.87

20.44

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
General Laborer	24.21	8.02	32.23
Asbestos Abatement Worker	16.50	8.21	24.71
Landscaper	12.00	0.00	12.00
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
Final Construction Clean-Up Worker	10.00	3.47	13.47
	TRADE OR OCCUPATION  General Laborer  Asbestos Abatement Worker  Landscaper  Fiber Optic Laborer (Outside, Other Than Concrete Encased)	TRADE OR OCCUPATION  General Laborer  Asbestos Abatement Worker  Landscaper  Fiber Optic Laborer (Outside, Other Than Concrete Encased)  BASIC RATE OF PAY  \$ 16.50  12.00	TRADE OR OCCUPATIONBASIC RATE OF PAY \$ BENEFITS \$ \$General Laborer24.218.02Asbestos Abatement Worker16.508.21Landscaper12.000.00Fiber Optic Laborer (Outside, Other Than Concrete Encased)18.3313.65

# 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 TOTAL	
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt	34.22	19.78	54.00

Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & DIstributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist: Mechanic or Welder: Milling Machine: Roller (Over 5 Ton): Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over): Tractor (Scraper, Dozer, Pusher, Loader): Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.

Future Increase(s):

Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.

558

57.87

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.

36.72

21.15

## Department of Workforce Development **Equal Rights Division**

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860 (608) 267-4592

TTY:

(608) 264-8752



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-andinstallation 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. 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: <a href="http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm">http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm</a>. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Contractors - 02/14-JE