ROUTING: Routine	Contract Routing Form	printed on: 04/29/2016
	Aichels Corporation Engineering Division	
Project: CIPP Rehabilitat	tion of Water Mains - 2016	
Contract No.: 7675 Enactment No.: RES-16-00 Dollar Amount: 1,194,257		Date: 04/22/2016
(Please DATE before routin		KLSV
Signatures Required	Date Received	Date Signed
City Clerk	4-29-16	4-29-10
Director of Civil Rights	5/2/2016	1 5/6/16 MAD
Risk Manager	5-10-16	5/10/16 RN
Finance Director	5-10.16 KLS,	5-12-16
City Attorney	590 5-12-16	15/12/16
Mayor	5-16-16	5~16-16

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

Original + 2 Copies

04/29/2016 10:31:29 enjls - Kelly Miess, 261-9640

Dis Rights: OK / Q/A / Problem - Hold Prev Wage: AA / Agency / No Contract Value: Rec 2000 AA Plan: A / Move Amendment / Addendum #______ Type: POS / Dvlp / Sbdv / Gov't / Grant / PWy Goal / Loan / Agrmt

City of Madison - File #: 42357

Page 1 of 1

<u>Sign In</u>

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File #:	42357 Version: 1		Name:	Awarding Public Works Contract No. 7675, CIPP Rehabilitation of Water Mains - 2016.
Туре:	Resolution		Status:	Passed
File created:	3/31/2016		In control:	<u>BOARD OF PUBLIC</u> <u>WORKS</u>
On agenda:	4/19/2016		Final action:	4/19/2016
Enactment date:	4/22/2016		Enactment #:	RES-16-00304
Title:	Awarding Public Works Con	tract No. 7675,	CIPP Rehabilitation of	of Water Mains - 2016.
Sponsors:	BOARD OF PUBLIC WORKS			
Attachments:	1. Contract 7675.pdf		ng sign ang ang ang ang ang ang ang ang ang a	

History (3) Text

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Date	Ver.	Action By	Action	Result	Action Details	Watch
4/19/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	<u>Action details</u>	Not available
4/6/2016	1	BOARD OF PUBLIC WORKS			Not available	Not available
3/31/2016	1	Engineering Division	Refer		Action details	Not available

https://madison.legistar.com/LegislationDetail.aspx?ID=2687585&GUID=86490F0B-1FF... 4/22/2016

CONTRACTOR

CONTRACT NO. 7675 CIPP REHABILITATION OF WATER MAINS - 2016

MICHELS CORPORATION

\$1,194,257.00

Acct. No. 11400-86-179:544445(91392) Contingency 8%<u>+</u> \$1,194,257.00 <u>94,943.00</u>

GRAND TOTAL

<u>\$1,289,800.00</u>

Licensee List Report

Page 1 of 2



Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

Agent Information

Licensee Name:WILLIAM F CAHILLLicense Number:0002160722NPN:2160722Report Date:04/19/2016

			ointments	· · · · · · · · · · · · · · · · · · ·	
Company Name	Company Number	NAIC Number	License type	LOA A	ppointment Date
American Fire and Casualty Company	110976	24066	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/10/2013
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/11/2015
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/11/2015
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/11/2015
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/11/2015
Aspen American Insurance Company	111110	43460	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/30/2013
Auto-Owners Insurance Company	110550	18988	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/27/2015
Auto-Owners Insurance Company	110550	18988	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/27/2015
Continental Casualty Company	<u>1104</u> 34	20443 -	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/15/2014
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/15/2014
Employers Assurance Company	110989	25402	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/16/2013.
Employers Preferred Insurance Company	111898	10346	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/16/2013
Great Midwest Insurance Company	110228	18694	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/02/2014
Great Midwest Insurance Company	110228	18694	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/02/2014
Imperium Insurance Company	110869	35408	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/02/2014
Imperium Insurance Company	110869	35408	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/02/2014
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/10/2013
Ohio Casualty Insurance Company, The	110565	24074	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/10/2013
West American Insurance Company	112171	44393	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/10/2013
Zurich American Insurance Company	111487	16535		Casualty	02/11/2015

https://sbs-wi.naic.org/Lion-Web/jsp/sbsreports/ApptLicenseeList.jsp?licenseNo=2160722... 4/19/2016

	1				
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/11/2015
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/11/2015
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/11/2015
			INTERMEDIARY (AGENT) INDIVIDUAL		

Close

\$1,194,257.00 FILE

BID OF MICHELS CORPORATION

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CIPP REHABILITATION OF WATER MAINS - 2016

CONTRACT NO. 7675

PROJECT NO. 10430

MUNIS NO. 10430

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON APRIL 19, 2016

> **CITY ENGINEERING DIVISION** 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

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This Proposal, and Agreement have been prepared by:

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

3/2/16

Alan Larson, P.E., B.C.E.E., Principal Engineer, Madison Water Utility

ALL:kbm



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:	CIPP REHABILITATION OF WATER MAINS - 2016
CONTRACT NO.:	7675
SBE GOAL	3%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	3/18/2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	3/18/2016
BID SUBMISSION (1:00 P.M.)	3/25/2016
BID OPEN (1:30 P.M.)	3/25/2016
PUBLISHED IN WSJ	3/4/2016 , 3/11/2016 & 3/18/2016

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

101 [ng Demolition Asbestos Removal House Mover	110 [
201 [205 [, <u>Utility and Site Construction</u> ☐ Asphalt Paving ☐ Blasting	270 [275 [
221 222 225 230 235 240 241	 Boring/Pipe Jacking Concrete Paving Con. Sidewalk/Curb & Gutter/Misc. Flat Work Concrete Bases and Other Concrete Work Concrete Removal Dredging Fencing Fiber Optic Cable/Conduit Installation Grading and Earthwork Horizontal Saw Cutting of Sidewalk 	276 [280] 285] 290 [295] 300 [305] 310 [315]
251 [252 [255 [260 [Infrared Seamless Patching Landscaping, Maintenance Landscaping, Site and Street Parking Ramp Maintenance Pavement Marking Pavement Sealcoating and Crack Sealing Petroleum Above/Below Ground Storage Tank Removal/Installation 	318 [320 [325 [332 [333 [335 [340 [
Bridge	 Playground Installer Retaining Walls, Precast Modular Units Construction Bridge Construction and/or Repair 	399 🛛
Buildir 401 C 402 C 403 C 404 C 405 C 410 C 413 C 415 C 4205 C	 Bridge Construction and/or Repair ng Construction Floor Covering (including carpet, ceramic tile installation, rubber, VCT Building Automation Systems Concrete Doors and Windows Electrical - Power, Lighting & Communications Elevator - Lifts Fire Suppression Furnishings - Furniture and Window Treatments General Building Construction, Equal or Less than \$250,000 General Building Construction, 0ver \$1,500,000 General Building Construction, Over \$1,500,000 Glass and/or Glazing Hazardous Material Removal Heating, Ventilating and Air Conditioning (HVAC) Insulation - Thermal 	437 [440 [445 [455 [460 [464 [465 [465 [465 [466 [470 [475 [480 [499 [
435	Masonry/Tuck pointing	

- Building Demolition
- Retaining Walls, Reinforced Concrete
- Sanitary, Storm Sewer and Water Main
- Construction
- Sawcutting
- Sewer Lateral Drain Cleaning/Internal TV Insp.

- Sewer Lateral Drain Cleaning/Internal TV Insp.
 Sewer Lining
 Sewer Pipe Bursting
 Soil Borings
 Soil Nailing
 Storm & Sanitary Sewer Laterals & Water Svc.
 Street Construction
 Street Lighting
 Tennis Court Resurfacing
 Traffic Signals

- Traffic Signals
 Traffic Signing & Marking
 Traffic Signing & Marking
 Tree pruning/removal
 Tree, pesticide treatment of
 Trucking
 Utility Transmission Lines including Natural Gas, Electrical & Communications
- Other WATER MAIN LINING
- Metals
- Painting and Wallcovering

- Plumbing
 Plumbing
 Pump Repair
 Pump Systems

- Roofing and Moisture Protection
 Tower Crane Operator
 Solar Photovoltaic/Hot Water Sve Solar Photovoltaic/Hot Water Systems
- Soil/Groundwater Remediation
- Warning Sirens
- Water Supply Elevated Tanks
- Water Supply Wells
- Wood, Plastics & Composites - Structural & Architectural
- Other_
- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of П the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".

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

of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 **Reporting SBE Utilization and Good Faith Efforts**

The Small Business Enterprise Compliance Report is to be submitted by the <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.

C-5

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information	
Company:	
Address:	
Telephone Number:	Fax Number:
Contact Person/Title:	
Prime Bidder Certification	
I,	, of
Name	Title
Company	certify that the information
contained in this SBE Compliance Report is true and	correct to the best of my knowledge and belief.
Witness' Signature	Bidder's Signature
Date	

The second

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

4000

%
 %
 %
%
 %
 %
%
 %
 %
 %
 %
%
 %
%

SBE Subcontractors Who Are Suppliers

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

1.00

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Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company:______

Address:_____

Telephone Number:

Contact Person/Title:_____

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

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

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

	Yes		No
--	-----	--	----

3. Did this SBE submit a bid? Yes No

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

🗌 Yes 🗌 No

5.	If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.		
		The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.	
		The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.	
		The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.	
		A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.	
		Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.	
6.	Descrit	be any other good faith efforts:	

-

SECTION D: SPECIAL PROVISIONS

CIPP REHABILITATION OF WATER MAINS - 2016 CONTRACT NO. 7675

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

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

SECTION 102.9: BIDDER'S UNDERSTANDING

<u>Tax Exempt Status</u>: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

SECTION 102.10: PREVAILING WAGE

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



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

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

\boxtimes

Building or Heavy Construction

Sewer, Water, or Tunnel Construction

Local Street or Miscellaneous Paving Construction

Residential or Agricultural Construction

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.14 BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS (SEC. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO

as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

A. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- **B. Requirements**. For the duration of this Contract, the Contractor shall:
 - 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - 5. Comply with all other provisions of Sec. 39.08, MGO.
- **C. Exemptions:** This section shall not apply when:
 - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

ARTICLE 104: SCOPE OF WORK

This water main rehabilitation project consists of coordinating with Madison Water Utility, the work plan and execution of rehabilitating approximately 11,000 linear feet of 6-inch and 8-inch cast-iron water main in the City of Madison, WI. The project consists of rehabilitating water main and reinstating service laterals on:

- Hathaway Dr/Woodington Wy (Strathmore Ln to Frisch Rd)
- Chapel Hill Dr (Berkshire Rd to Piping Rock Rd)
- Valley Stream Dr (Romford Rd to Piping Rock Rd)
- Frisch Rd (Piping Rock Rd to Woodington Wy)
- Laurie Dr (Alison Ln to Shoreham Dr)
- Piping Rock Rd (Chapel Hill Rd to Brookwood Dr)
- Salisbury PI (Piping Rock Rd to dead end
- Davenport Dr (Hathaway Dr to 6110 Davenport Dr)
- Shoreham Dr (Laurie Dr to Valley Stream Dr)
- Winston Dr (Piping Rock Rd to Woodington Wy)

- Bradley PI (Winston Dr to dead end)

In total, 180 services with $\frac{3}{4}$ -in – 6-in laterals are served within these limits. The rehabilitation of these water mains is to be completed by lining the existing water mains with a Class IV structural cured-in-place pipe (CIPP) certified for the conveyance of drinking water. Temporary water service is to be provided to all affected properties during the rehabilitation of these water mains.

The work in this Contract will include, but is not limited to, the following:

Mobilization, shoring and maintaining water main access pits; installing, disinfecting, protecting and maintaining temporary water service; traffic control and work site protection; cleaning, televising and recording the existing and new water mains;; furnishing and installing a structural CIPP water main liner; internally reinstating service laterals; field and laboratory documentation/testing; site restoration (NOT to include pavement restoration), delivering submittals and obtaining approvals (both Madison Water Utility and WI-Dept. of Natural Resources) as specified in the Contract documents.

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

ARTICLE 105.12: Cooperation by the contractor

As defined in these Special Provisions, Madison Water Utility is providing portions of work and some materials related to the scope of this Contract (i.e. excavation, backfilling, pavement restoration, permanent water main reconnections, water sampling/testing etc.). Coordinate with Madison Water Utility to establish mutually acceptable scheduling and work procedures.

Per Madison General Ordinance Section 13.205, make no unauthorized alterations to the water system. Only when properly authorized to proceed may any work on the water system occur. Provide the Engineer at least two working-day notice prior to beginning any work affecting the water system. Additionally, any work related to emergency repairs and/or Contractor proposed water system or construction plan alterations, shall be done in accordance with Section 703.3 'Repairs and Alterations' of the Standard Specifications.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are not indicated on the plans to be removed. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without approval of the Engineer and City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The contractor shall maintain access for mail delivery and garbage/recycling pickup for all properties in the project area.

SECTION 107.7: MAINTENANCE OF TRAFFIC

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

Submit an acceptable Traffic Control Plan to Mohr, Traffic Engineering Division, *tmohr@cityofmadison.com*. Two-way traffic must be maintained at all times.

Access to property entrance driveways shall be maintained whenever possible. Any closure of driveways shall require notice by the Contractor at least three (3) working days prior to this occurring.

Construction activities are not to affect any Metro Transit bus services, routes or schedules. Although this work is not anticipated to interrupt any Metro Transit bus stops, any closure or temporary relocation of

Madison Metro bus stops shall require authorization from Madison Metro Transit. Provide any requests for bus stop closure to Madison Metro Transit at least three (3) working days prior to the intended closure date. Madison Metro contact is Katie Sellner (608) 261-9633.

Construction activities are not to affect any Madison Metropolitan School District (MMSD) bus routes or stops. The 2015-2016 MMSD academic school year ends June 9, 2016. The 2016-2017 academic school year begins September 1 2016. Summer school will be in effect June 20 2016 to July 29 2016 with MMSD school buses serving Falk Elementary School at 6323 Woodington Way. Confirm summer route information or request bus stop relocation with Badger Bus at (608) 298-5471.

No work shall begin without an approved Traffic Control Plan.

Provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times. The Contractor may remove parking within the project limits as necessary to facilitate construction.

Post and maintain NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, 24-hours prior to placement of the plates.

Provide temporary bridging for aboveground water piping and/or hosing when the piping and/or hosing is to lie on the pavement across sidewalks, driveways or roadways subject to minimal traffic. Provide signing in advance of bumps where there is piping and/or hosing crossing the lane of traffic. All 4-inch piping crossing a roadway and any other piping and/or hosing crossing a Metro Transit or MMSD school bus service route or regularly traveled roadway shall be trenched, buried, and backfilled to adequately withstand the traffic loads and be flush to the existing pavement grade. Regularly inspect, maintain and repair, as necessary, all bridging locations and trenched crossings while in-use. Trenched crossings require pavement cutting to avoid excess damage to the existing pavement.

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

Contact Tom Mohr, Traffic Engineering Division, (608) 267-8725, with any questions concerning these traffic control specifications.

ARTICLE 107.11: USE OF CITY WATER

Any Madison Water Utility charges associated with the installation, use and removal of the reduced pressure zone (RPZ) valve and water usage will be waived for all work included in this contract. Any use of City of Madison water will still require request and notification procedures indicated in the City of Madison Construction Specifications.

Properly dispose of any highly-chlorinated water in accordance to Section 703 of the Standard Specifications. Contact the Water Utility Engineering Department at (608) 266-4646 to coordinate the installation of the RPZ valves. Contractor furnished RPZ valves are not to be connected to City hydrants unless authorized in writing by the Engineer. Adequately protect and support City RPZ valves at all times; any RPZ valve damage resulting from Contractor negligence shall be repaired or replaced at the Contractor's expense.

SECTION 108.2: PERMITS

Section NR811.69 (6), Wisconsin Administrative Code states, "All materials used for the interior rehabilitation of water mains shall meet ANSI/NSF standards and may not be used until specifically approved by the department."

This water main rehabilitation project is intended to allow the Wisconsin Department of Natural Resources and the Madison Water Utility to evaluate the performance and potential opportunities of rehabilitating deteriorated water mains in-place through structural CIPP lining technology. As identified above per NR811.69 (6), this project requires consent approval from the Wisconsin Department of Natural Resources (WI-DNR).

In order to obtain consent approval from the department, submit documentation to the WI-DNR that the proposed structural CIPP liner is comparatively similar to an AWWA pressure class 150 pipe rating through pipe design calculations based on at least a 50-year service life at an internal working pressure of 100 psi with a safety factor of 2.5. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

Construction may not begin until the WI-DNR has approved the pressure class submittal, even if all additional submittals have been reviewed and approved by the Engineer. See Section 702.3 of these Special Provisions for more detailed information regarding the requirements of the WI-DNR submittal and Section 701.3 for more detailed information regarding submittals to the Engineer.

It is the responsibility of the Contractor to identify and obtain any other permits needed for construction.

ARTICLE 109.2: PROSECUTION OF WORK

Work shall begin after the pre-construction submittals are approved and the start work letter is received. Submit the proposed construction schedule to the Engineer prior to mobilization.

All water mains under this contract shall be rehabilitated, tested and serviceable and all service laterals reinstated no later than September 16, 2016.

All work under this contract shall be completed no later than October 14, 2016.

SECTION 701: PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

For questions related to this Contract, contact the Project Engineer: Kelly Miess, PE Madison Water Utility - Design Engineer kmiess@madisonwater.org (608) 261-9640

The CIPP liner system shall consist of either a spin-cast monolithic surfacing system or a resinimpregnated flexible tube system, which when cured, forms a hard, impermeable, corrosion resistant pipe within a pipe. The new CIPP liner shall be designed as a Class IV structural liner, not relying on the remaining strength of the host pipe to withstand long-term external loading and internal pressure per AWWA M-28 and as required in the Contract documents.

As the piping system is intended for the conveyance of potable water, the proposed CIPP liner system must be certified as complying with the requirements of NSF/ANSI Standard 61 and be listed on the NSF Approved Product Listing website, http://www.nsf.org/Certified/PwsComponents/.

The Contractor is responsible for the successful completion of all work required in the Contract documents; failure of the selected CIPP lining system to be satisfactorily installed in the existing water main shall not relieve him of his responsibility to provide satisfactorily reconstructed water mains. Any cost associated with the removal of the unsatisfactorily installed liner and the subsequent, satisfactory reinstallation of an approved liner shall be borne solely by the Contractor, and no claims shall be made against Madison Water Utility of the City of Madison, WI for this additional required work.

During the warranty period, any defects that might affect the integrity or strength of the liner shall be repaired or replaced at no cost to Madison Water Utility or the City of Madison and are to be executed in accordance to the manufacturer's recommendations, and to the satisfaction of the Engineer.

701.1 Reference Specifications and Standards

The following references apply to CIPP lining work and are to be the latest edition and revision. American Society for Testing and Materials (ASTM):

- ASTM F1216: Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743: Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
- ASTM D2992: Obtaining Hydrostatic or Pressure Design Basis for "Fiberglass" (Glass Fiber Reinforced Thermosetting Resin) Pipe and Fittings
- ASTM D5813: Cured-In-Place Thermosetting Resin Sewer Piping Systems (Section 6.4)
- ASTM D7065: Determination of Nonylphenol, Bisphenol A, p-tert-Octylphenol, Nonylphenol Monoethoxylate and Nonylphenol Diethoxylate in Environmental Waters by Gas Chromatography Mass Spectrometry
- ASTM D7574: Determination of Bisphenol A in Environmental Waters by Liquid Chromatography/Tandem Mass Spectrometry

American Water Works Association (AWWA):

- M28: Rehabilitation of Water Mains
- C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
- C602: Cement Mortar Lining of Water Pipelines in Place 4-in and Larger
- C651: Disinfecting Water Mains
- Environmental Protection Agency (EPA):
 - EPA Method 524.2: Measurement of Purgable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry
- NSF/American National Standards Institute (ANSI):
 - NSF/ANSI 61: Drinking Water Components

In case of conflicting requirements between the Contract Special Provisions and the reference specifications and standards, these Special Provisions will govern.

701.2 Qualification Requirements for CIPP Rehabilitation

Installer:

- The liner installer must be certified or licensed by the liner manufacturer to perform the installation and rehabilitation work. The installer and/or his subcontractor shall not have less than three years of active experience in the installation of structural CIPP water main liners in pressure pipe applications and shall have completed at least five projects of similar size as required for this project, unless otherwise authorized by the Engineer in writing.
- The installer shall install the liner in accordance with the liner system manufacturer's requirements, NSF requirements, and Section 703 of these Special Provisions.

Product:

- The CIPP system to be installed must be certified as complying with the requirements of NSF/ANSI Standard 61 drinking water components.
- The CIPP liner meets the requirements of AWWA M-28 Liner Classification IV (Structural), capable of withstanding all external loads and internal design pressure for a minimum of 50-years.
- The Class IV structural CIPP liner must demonstrate comparable similarity to AWWA pressure class 150 rated pipe based on criteria defined by WI-DNR. Liner design requires WI-DNR approval prior to installation (See sections 108.2 and 702.3 of these Special Provisions).

- The product shall meet the material requirements identified in Section 702 of these Special Provisions.

701.3 Submittals

At least 20 working days prior to the planned start of construction, deliver the WI-DNR submittal to the department, it should be considered advantageous to submit the WI-DNR submittal prerequisite as early as possible to minimize risk of construction delay (see section 108.2 and 702.3 of these Special Provisions for instructions).

At least two weeks prior to the planned start of construction, deliver the submittals designated in 701.3 (a) to the Engineer. The Engineer will review the required submittals and respond to the Contractor in writing within two weeks of receipt. Submittals to the Engineer shall be electronic (unless specified otherwise) and delivered to the Project Engineer, Kelly Miess, PE at kmiess@madisonwater.org.

It is the Contractor's sole responsibility to obtain approval for all required submittals identified in this contract; no claim shall be made against the Department of Natural Resources, the Madison Water Utility or the City of Madison if authorization to proceed is not granted due to unsatisfactory submittals.

Construction may not begin until the submittal preconstruction submittal package is accepted in writing by the Engineer and the WI-DNR submittal has been accepted in writing by the department. Once authorized to proceed with construction, the submittal requirements identified in Sections 701.3 (b) and 701.3 (c) shall be required in accordance with section 703 – Construction Methods.

701.3 (a) Preconstruction Submittal Requirements

CIPP product data:

- WI-DNR Submittal per Section 108.2 and Section 702.3 of these Special Provisions.
- ANSI/NSF Standard 61 certificate for the proposed CIPP liner system and any associated installation products such as liner lubricant (Section 702.1). Include any NSF 61 installation/curing requirements for the proposed CIPP liner system.
- CIPP liner design and thickness calculations prepared and stamped by a Professional Engineer (per design criteria of Section 702.2).
- Manufacturer's technical data and applicable product testing data for the proposed CIPP liner system, including all applicable instructions for installation, handling, storing, and inspecting the product.
- Manufacturer's recommended procedures for future 1-inch to 2-inch service taps and recommended procedures for 4-inch to 8-inch pressure tapping using a Mueller CL-12 Drilling Machine (Section 702.1).
- Documentation of compliance with ASTM F1216 Standards or ASTM F1743 Standards, as applicable.
- Documentation of compliance with AWWA Liner Structural Classification IV Structural (AWWA M-28: Rehabilitation of Water Mains – Appendix A).
- Documentation of compliance with chemical resistivity requirements of ASTM D5813 Section 6.4, including chemicals commonly used to treat drinking water (Section 702.1).

Quality Assurance Submittals:

- Manufacturer's certification identifying the Contractor as a licensed installer and list of at least five successfully completed projects of similar scope (Section 701.2).
- Blank copy of field installation log for liner segments identifying all QA/QC verifications, measurements and tolerances which will be monitored & recorded by the installer during installations.
- Traffic Control Plan (Section 107.7).
- Temporary Water Service Plan including the proposed bypass disinfection methods and the contact information for the Contractor's 24-hour maintenance representative (Section 703.3).
- CIPP Liner Disinfection Plan (Section 703.14)
- Customer Meter Coordination Plan (required only if meters will be affected by lining activities).

- Proposed construction schedule (Section 109.2).
- Proposed location and dimension of access pits and vehicle/equipment storage (Section 703.4)

701.3 (b) Construction Submittal Requirements

- Pre-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5).
- Resin material quantities for the tube to be installed (Section 703.8).
- Copy of CIPP field curing data log (Section 703.9 (b)).
- Copy of hydrostatic pressure test log and test results (Section 703.10)
- Post-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5 and Section 703.12)
- Physical product samples from each liner segment installed (Section 703.15)

701.3 (c) Post-Construction Submittal Requirements

- Product Evaluation Test Data (Section 703.15):
- Short Term Flexural Properties Report
- Tensile Properties Report
- CIPP Wall Thickness Report

SECTION 702: MATERIALS

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining materials and all associated materials required under this Contract.

See the Plans and Standard Specifications for material requirements of pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed by the Contractor under this Contract.

702.1 CIPP Materials

For resin-impregnated flexible tube systems, the CIPP liner shall consist of one or more concentric layers of an absorbent material (i.e. felt, synthetic fiber), and may also contain additional materials such glass fiber reinforcement or polymeric membranes. The CIPP tube is to be impregnated with an epoxy resin system that is compatible with the proposed installation procedures. For spin-cast surfacing systems the epoxy resin CIPP material shall yield a structural, monolithic pipeline surfacing with proper sealing connections to unsurfaced areas and a hard, impermeable surface that is suitable for water service.

The CIPP lining system must be certified for use in potable drinking water applications by NSF/ANSI 61: Drinking Water Components, which is standard for health effects of all devices, components, and materials to ensure that these products do not contribute contaminants to drinking water that could cause adverse health effects. The product shall also be listed on the NSF Approved Product Listing website, http://www.nsf.org/Certified/PwsComponents/.

The liner shall form tightly to the internal circumference of the host pipe without leaving annular space that could compromise the liner system performance in a pressurized environment.

The liner shall not leach organic compounds (volatile organic compounds or bisphenol A) into the potable water system. Pre-installation and post-installation water quality sampling shall be performed to verify that the installed liner system is consistent with NSF/ANSI 61 certification requirements. See Section 703.15 of these Special Provisions for more information.

The CIPP liner system, when cured, shall be chemically resistant to internal exposure to drinking water treated with common chemical additives and meet the sewer corrosion performance requirements of ASTM D5813, Section 6.4.

The resin impregnated tube shall have a relatively uniform thickness that when compressed at installation pressures and after curing is completed it will equal or exceed the approved minimum design thickness excluding the thickness of any polymeric membranes or any other non-structural surface coatings.

The use of a lubricant during the installation process may be needed to reduce friction. The lubricant used shall be a nontoxic, NSF/ANSI 61 certified product compatible for use with the approved CIPP liner system. If lubricated installation will be considered, submit the lubricant's NSF certification with the preconstruction submittals identified in Section 701.3 (a) of these Special Provisions.

The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended installation procedures for future service-line corporation stop tapping in 1-inch, 1 ½-inch and 2-inch diameters.

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended procedures for 4-inch to 8-inch pressurized live-taps using a Mueller CL-12 drilling machine and cutting head.

702.2 Design Parameters

The design of the CIPP liner shall be based on the following design conditions, in addition to the manufacturer's standards and referenced standards:

Host Pipe Diameter / Material	6-inch, 8-inch / Cast Iron
Length (total length to be lined)	(11,000 LF)
Internal Operating Pressure	100 psi
Ovality of Existing Pipe	2% Minimum
Soil Modulus	700 psi
Soil Unit Weight	120 pcf Minimum
Soil Depth (above top of pipe)	7-feet
Safety Factor	2.5
Design Condition	Fully Deteriorated, Pressure Pipe
Live Loads	AASHTO HS20-44 Loading Under Roadways

The CIPP liner design and thickness calculations are to be prepared and stamped by a Professional Engineer actively licensed in the State of Wisconsin and submitted to the Engineer and WI-DNR for approval in accordance with the submittal requirements of Section 701.3 (a) of these Special Provisions.

702.3 Working Pressure Requirement

As identified in Section 108.2 of these specifications, the proposed structural CIPP liner system must demonstrate comparative similarity to an AWWA pressure class 150 requirements in order to be approved for installation as a Class IV structural liner by WI-DNR.

Section NR811.69 (2), Wis. Adm. Code, states in part, "All pipe shall be minimum AWWA pressure class 150 and shall be designed for a minimum 100 psi working pressure except as approved by the Department for special low pressure applications."

The department's working pressure criteria for considering the installation of structural CIPP liners is that the CIPP liner must sufficiently demonstrate that it is designed, at a minimum, for a 50-year service life with 100 psi internal working pressure and a design safety-factor of 2.5.

WI-DNR requests the working pressure class verification of the proposed CIPP liner is to be demonstrated based on pressure rating and design calculations that use long-term hydrostatic strength data obtained through hydrostatic design basis (HDB) testing procedures, (such as: Procedure B in

ASTM D2992: Obtaining Hydrostatic Design Basis for Glass Fiber Reinforced Thermosetting Resin Pipe and Fittings – OR - ASTM D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials).

Submit the CIPP liner design calculations based on the design conditions described above, and in Section 702.2. The submittal shall include the calculated pressure rating and the HDB Test Report per Sections 5.7 & 6 of ASTM 2837 or Sections 14 & 15 of ASTM D2992.

For CIPP liners designed without long-term hydrostatic strength data obtained through HDB test methods, submit the CIPP liner design calculations (based on the design conditions described above, and in Section 702.2) using the Fully Deteriorated Pressure Pipe Condition formula (Section X1.3.2 in ASTM F1216). In lieu of HDB strength data, submit documentation to confirm the value and the method used to obtain the value used as the '50-year tensile strength' in the formula. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

The pressure class verification documents are to be submitted to the WI-DNR and to the Engineer as part of the initial submittal package required in Section 701.3 (a) of these Special Provisions. Construction may not begin until the WI-DNR has approved the pressure class verification, even if all additional submittals have been reviewed and approved by the Engineer. WI-DNR will respond to the Contractor regarding their submittal within 20-business days of receipt.

Submit the WI-DNR pressure class verification documents: Norm Hahn Public Water Supply Section Wisconsin Department of Natural Resources PO Box 7921 Madison, WI 53707-7921

Or, submit electronically to: norman.hahnjr@wisconsin.gov

702.4 Delivery, Storage, and Handling CIPP Liner

Transport, handle, and store liner and thermosetting resin, and other materials as recommended by the manufacturers to prevent damage.

CIPP liner materials that are defective or damaged prior to installation shall be rejected and replaced at the Contractor's expense. Liner materials damaged during installation shall be repaired or replaced as recommended by the manufacturers and approved by the Engineer.

702.5 Temporary Bypass Service Materials

All materials furnished for use as temporary bypass pipe, service hose, connections and related appurtenances that come into contact with drinking water are to be certified for compliance with ANSI/NSF Standard 61. All materials shall be fully adequate to withstand the required water pressure and all other conditions of use, and shall provide adequate water tightness before being put into service. All previously used materials may only have been used in potable water applications.

All sample taps shall be smooth-bore taps.

All materials for use as main temporary bypass lines, service lines, connections and related appurtenances shall have a minimum working pressure rating of 200 psi and be made of materials that will not have an adverse effect on the taste or odor of the water.

When the Contract documents or the Engineer requires the temporary water system to include one or more temporary hydrants, the main temporary bypass line must be at least 4-inch diameter; otherwise, the main temporary bypass line must be at least 2-inch in diameter.

Match the diameter of the temporary service line with the existing service lateral diameter for all services 1½-inch diameter to ¾-inch diameter. Use a ¾-inch temporary service line for any service lateral smaller than ¾-inch diameter. Use hoses or piping that is hydraulically equivalent to the service size for all services 2 inch in diameter and larger.

Temporary fire hydrants shall consist of a 4 inch by 4 inch tee or 4 inch 90° bend, with a butterfly valve connected to the end of the tee or bend, and an operating nut to control the valve. Temporary fire hydrant shall be equipped with a 4-1/2 inch diameter National Hose/National Standard Thread nozzle with hydrant cap installed. Any alternative temporary hydrants proposed by the Contractor must be authorized in writing by the Engineer with the consent of Madison Fire Department prior to installation.

SECTION 703: CONSTRUCTION METHODS

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining activities all associated construction activities required under this Contract.

See the Plans and Standard Specifications for construction and installation requirements for any pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed under this Contract by the Contractor.

Perform all CIPP applicable construction activities with the Section 703 Construction Methods Special Provisions.

703.1 Safety

Carry out all operations in strict accordance with all applicable OSHA and manufacturer's safety requirements. Emphasis shall be placed upon safety requirements for excavations, entering confined spaces, air quality, and working with chemicals, hot water, hot air and/or steam.

Erect such signs and other related devices as necessary for the safety of the work site and to secure the site. All work shall conform to the safety requirements of pertinent regulations and as identified in these specifications.

703.2 Pre-Construction Responsibilities

Provide adequate notice to Madison Water Utility prior to mobilization. Madison Water Utility will schedule and conduct a preconstruction meeting with the Contractor at a mutually acceptable time.

Prior to construction, Madison Water Utility will deliver an informational letter to inform affected residents and emergency services regarding the pilot water main rehabilitation project. It will be the responsibility of the Contractor to notify residents at least 48-hours prior to any planned interruption of service, or immediately upon and throughout any unplanned service interruption.

Do not operate water main valves, curb stops, or fire hydrants without direct authorization from a Madison Water Utility representative. Provide Madison Water Utility at least one working-day notice prior to transferring any water services from the water main to the temporary bypass piping system. For any other work affecting the water system, provide the Engineer at least two working-day notice prior to beginning, per Section 105.12 of these Specifications or as applicable to Section 703.3 of the Standard Specifications.

Water necessary for cleaning, disinfection and flushing, etc. will be available, at no cost per Special Provision Section 107.11, from one location prior to the start of construction. Contact Madison Water Utility to schedule the installation of the RPZ valve at least two (2) working-days notice prior to the time water service is needed. The provided water source will be in close proximity to the lines being rehabilitated. Furnish any necessary piping or flexible hoses, fittings, required for connection between the RPZ valve on the fire hydrant and where water is required.

703.3 Temporary Water Service

As required in Section 701.3 (a), submit a proposed Temporary Water Service plan depicting the proposed components, configuration/locations, protection measures, proposed disinfection methods, bulk chlorine disinfection station(s) and contact information for the Contractor's representative(s) responsible for routine maintenance and emergency response. The temporary water service plan must also indicate if any customer water meters are to be temporarily removed or otherwise affected in order to accommodate the temporary water service or other construction activities. The Temporary Water Service Plan must be approved by the Engineer before installing any section of the temporary distribution piping.

The temporary bypass system shall maintain a continuous supply of water to all affected customers for the duration of time the existing main is out-of-service for rehabilitation. The temporary bypass system shall be maintained in a safe and operative condition at all times. For protection of the work and the public, flashers and barricades shall be installed at apt locations and as directed by the Engineer or Construction Inspector. The flashers and barricades shall be in proper operating condition. Temporary water piping shall be protected from freezing weather at all times. Protect the temporary water piping along its entire length through Norman Clayton Park with temporary construction fencing.

Additionally, the work is to be in conformance with the requirements of the Standard Specifications, Provisions and AWWA C602 Cement Mortar Lining of Water Pipelines in Place – 4 In. and Larger, Section 4.6 Temporary Bypass to Customers.

If any water meters are to be removed or otherwise affected to establish temporary water service or accommodate any other construction activities the Contractor must notify the Madison Water Utility Meter Shop according to Section 703.3(a) and coordinate with Madison Water Utility prior to performing any meter related work.

The Contractor is responsible for performing any indicated meter removals on the approved Temporary Water Service Plan. Notify the Madison Water Utility Meter Shop of all meter removal appointments and allow the Water Utility to inspect the existing conditions during the removal appointment. Do not reinstall any meter which has been removed. See Section 703.3(e) for meter reinstatement requirements.

If customer water meters are not affected or removed to accommodate construction, the meter reinstatement requirements of Section 703.3(e) still will apply.

All associated temporary water bypass work, including any work required to schedule appointments and coordinate with Madison Water Utility for meter removals and reinstallations, will be paid under Bid Item 90160 – Temporary Water Service.

703.3 (a) Notification Requirements & Restrictions for Service Interruptions:

Notify the Madison Water Utility Meter Shop (Tony Mazzara – 608-261-4297 or tmazzara@madisonwater.org) at least three (3) working-days in advance of any anticipated work involving, or affecting customer water meters. Notify and coordinate all subsequent water meter related work with Madison Water Utility Meter Shop as customer appointments are scheduled or as otherwise directed.

Notify the Construction Inspector and the Engineer at least 2 working-days in advance of any planned service interruption.

Provide affected customers at least 72-hour notice advance of any planned service interruption. The notice shall include the delivery of a door-hanger or similar pamphlet which indicates the date and time of the planned service interruption and, as applicable, the proposed location of temporary service connection and the proposed route of the temporary service line & main bypass line. The notice shall attempt to coordinate the service interruption at a time that is convenient to the customer. Include contact information for the Contractor's field representative and the Engineer.

Whenever possible, make connections to the customer's water service line on a day and at a time that is convenient to the customer. Make satisfactory arrangements with the customer so that stop and waste valves shall be accessible at all times.

Immediately prior to individual service work, attempt to notify the consumer again to verify that all water use has been stopped.

Do not interrupt any customer's service until certain that all labor, material and equipment necessary to perform the work are present at the work site.

Bear all responsibility for any loss or damage arising out of the failure of any such customer to receive the specified notice of a planned interruption of service.

Restore service as soon as possible. Immediately notify the Madison Water Utility's Project Representative regarding the restoration of service.

Water Service to Falk Elementary School (6323 Woodington Way) may only be shut off when school is not in session, on a Saturday or Sunday or as coordinated with Falk School representatives. The 2015-2016 school year is in session until June, 9, 2016. Falk summer school is in session from June 20, 2016 to July 29, 2016. The 2016-2017 school year begins September 1, 2016. Provide notification to and/or request coordination with both Falk School representatives:

-Adam Zingsheim, Principal (608) 204-2180 (office) or (608) 204-2195 (direct) or (608) 334-5800 (personal cell, only if needed)

-Mike McDonald, Facilities (608) 204-7915 (office) or (608) 2479 (work cell)

Emergency Shutdowns and Notifications:

In the event of a break on a water main, service, bypass pipe, temporary service or other failure of a Madison Water Utility facility, whether the result of Contractor's activities or other unrelated matters, act in accordance with the following procedure:

- Immediately notify Madison Water Utility's 24-hour Operator at (608) 266-4667 and inform them of the situation, the affected area, estimated duration, and if there is a need for an immediate water main shutdown.
- The Contractor is NOT to operate any valves unless directly authorized to do so by a Madison Water Utility representative.
- Notify all affected residents affected by the emergency service interruption.

703.3 (b) Temporary Bypass Water System Set-Up

Disinfect the hydrant standpipe prior to connecting the bypass pipe to the hydrant by pouring 1 quart of commercially available bleach (solution containing approximately 5% sodium hypochlorite) into the hydrant. The hydrant shall be filled with clean water and let stand for a minimum of 20 minutes. The hydrant shall then be flushed and the bypass pipe connected to it. All hydrant nozzles shall be capped when not in use.

Whenever possible, install a compliant double-valved tee directly on the 4½-inch hydrant nozzle. One branch of tee shall be used for the temporary bypass connection, and other shall be left without bypass attachments for fire department use. Support, as necessary, all appurtenances attached to hydrant.

All temporary water service connections to hydrants shall be made in such a manner that if it becomes necessary, they can be easily removed so that the hydrant can be used for firefighting purposes, with minimum of effort.

When a connection cannot be made on a hydrant, a bulkhead connection may be required. Install compatible bulkheads (temporary line caps) on the existing water main in place of a solid cap or plug

fitting to keep the section of the existing water main pressurized and capable of supplying a continuous flow of water. The bulkheads shall be fitted with a compatible outlet fitting so the temporary bypass pipe can be fed through the end of the bulkhead. The coupling shall be slid over the end of the water main, and braced or restrained so that it will support normal operating pressure without leaking.

Temporary valves and hydrants shall be installed on the temporary bypass pipe at all appropriate locations, as designated on the approved Temporary Bypass Service Plan. Valve and hydrant spacing should, at a minimum, schematically match the existing water main configuration, and also as required to isolate the temporary piping from the existing system. Spacing between adjacent valves or hydrants shall not exceed 500 feet, unless approved by the Engineer.

Temporary fire hydrants shall be serviceable at all times. Hydrants are subject to inspection at any time by either the Madison Water Utility or the City of Madison Fire Department. If they are found to be unserviceable, immediate correction shall be made.

Completely cover and secure black plastic sheeting around all existing or newly-installed hydrants while they are out-of-service. Maintain the plastic covering until the hydrant is returned to service or removed and salvaged.

Install bypass pipe on the house-side of a sidewalk and in ditches or along City-owned greenways whenever possible to minimize or avoid crossing traffic or pedestrian routes. Where not possible, provide a ramping system to protect the bypass pipe at each location where pipe crosses roads or driveways. All 4-inch piping crossing a roadway and any other piping and/or hosing crossing a Metro Transit or MMSD school bus service route or regularly traveled roadway shall be trenched, buried, and backfilled to adequately withstand the traffic loads and be flush to the existing pavement grade. ADA compliance shall be provided at sidewalk or sidewalk ramp crossings per Section 107.7 of these Special Provisions.

All ramping material is to be furnished, installed, maintained and removed by the Contractor. Any required trenched roadway crossings, including pavement cutting, excavation, backfill, maintenance and removal are the responsibility of the Contractor, not Madison Water Utility. Madison Water Utility will provide the final pavement restoration at these locations.

Water from the temporary bypass pipes will NOT be allowed for any other purpose other than to supply the bypass pipes. Water for filling water tanks, or any other purpose other than supplying water to bypass pipes must be obtained from a hydrant with a Madison Water Utility approved backflow preventer installed per Section 107.11 of the Standard Specifications and these Special Provisions.

Any unconnected threaded main taps must be capped prior to disinfecting the temporary system and remain capped for the duration of time the temporary system is in place.

Under no circumstances is any portion of the temporary water system to lie in a gutter, ditch or any other line of surface water flow.

If previously used material is employed for use in the temporary bypass water system, clean and/or pressure wash the piping such that it inspires confidence in the system.

703.3 (c) Temporary Customer Service Lines

Connect consumer services that are 1½ inch and smaller, to the temporary bypass system using a hose connected to an outside hose bib. Use a double-valved "Y" connector to connect temporary hose to consumer's hose bib. When a hose bib connection is not possible, an alternate manner of connection shall be reviewed and approved by the Engineer.

After completing the temporary bypass disinfection per Section 703.3 (d) of these Special Provisions, thoroughly flush hoses to be used for temporary services with potable water immediately prior to connection to consumer's service. Notify consumers in accordance with 703.2 (a) prior to shutting off the

service and transfer services to the bypass. Do not transfer services to bypass earlier than necessary to allow the work to progress without delay.

703.3 (d) Bypass System Disinfection

All bypass pipes and services shall be properly disinfected and yield a safe-water sample prior to connecting any customers to the temporary bypass system. The temporary service connections shall have values at both the connection to the bypass pipe and near the point of connection to the private plumbing system so the entire bypass system including temporary service lines can be disinfected.

Install a bulk chlorine disinfection station or stations for the disinfection of temporary service laterals. Stations shall consist of a large drum or container filled with disinfectant solution with an attached spigot. Disinfect and flush each lateral adequately before entering into service

As part of the Temporary Water Service plan, required by Section 701.3 (a) and described in Section 703.3 of these Special Provisions, include the proposed disinfection, flushing, and applicable customer notification procedures required for the proposed temporary bypass system. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains and the Standard Specifications, which require 48-hours of disinfection prior to flushing and sampling.

Properly dispose of any highly-chlorinated water in accordance to Standard Specification 703.14 (c). Sampling and testing will be done according to the Standard Specifications.

703.3 (e) Return Service Line to New Water Main

The Contractor is responsible for scheduling all appointments and any necessary customer notifications at all properties being served by the temporary water system prior to reconnection to the existing water system. The Contractor must notify the Madison Water Utility Meter Shop according to Section 703.3(a) and coordinate with Madison Water Utility prior to performing any meter related work.

Prior to transferring from the bypass system to the existing water system, clear the water service lines by back flushing with potable water or as otherwise approved in the disinfection and flushing plan. Disconnect the hose, restore the water service line back to normal conditions, and restore water flow. All areas used while providing temporary service shall be properly restored to pre-construction status, or better.

After flushing is completed and service lines have been restored to the permanent laterals, remove bypass and all associated materials used for maintenance and ramping. Complete restoration of all areas damaged by temporary bypass pipe and service connections.

703.3 (f) 24-Hour Maintenance

The Contractor shall be responsible for maintenance and repair of the temporary bypass system and all associated protective equipment (barricades, flashers, ramps etc.) at all times. The Contractor shall be equipped to make all repairs necessary, at the project site, for the duration of the project.

Designate a permanent company employee or subcontractor available and able to maintain the bypass and services 24 hours every day, seven days a week including holidays. Supply Madison Water Utility with applicable emergency and after-hours phone numbers as part of the proposed Temporary Water Service Plan submittal required in Section 701.3 (a) of these Special Provisions.

703.4 Excavation of CIPP Liner Insertion/Extraction Pits

Based on the information represented on the Plans, the field conditions of the work-site and any design/manufacturing limits of the CIPP liner, identify the number and location of access points required to rehabilitate the designated deteriorated water main. Submit the proposed locations and dimensions to

the Engineer for approval as part of the pre-construction submittal requirements in Section 701.3 (a) of these Special Provisions.

Madison Water Utility will provide the excavation and water removal, if necessary, for establishing the approved water main access pits, and other approved excavations on the site. Provide at least two (2) working-days notice to Tom Rosemeyer of the Madison Water Utility (608-266-5985 or trosemeyer@madisonwater.org) prior to the anticipated start of the work to coordinate work schedules. Excavation will not begin until all underground facilities have been marked through Digger's Hotline (three working days notice required). Excavation work, other than emergency repairs, that is needed outside of normal work hours (Monday-Friday 7:30 AM to 3:30 PM) or excavations requested with less than two working days notice will be the responsibility of the Contractor if Madison Water Utility resources are unavailable.

Coordinate the work on-site with Madison Water Utility to ensure that the ditch dimensions adequately allow for the Contractor's proper installation and maintenance of shoring/trench protection and also that the proper length of existing pipe is exposed in the pit based on the manufacturer's recommended installation procedures.

Madison Water Utility will also provide the backfilling work including backfill material, compacting the backfill material, removal of excess ditch/backfill material, final restoration of the access pit, and other work deemed incidental to preparing the ditch and/or pavement base.

The Contractor is required to furnish, install, and maintain the shoring/trench protection in the access pits, as well as any other maintenance associated with the access pits after they are excavated. Shoring/trench protection shall comply with the Standard Specifications and applicable OSHA regulations.

The existing main shall be cut square using an appropriate cutting device which leaves no split or fractured ends. All cut faces of the existing main shall be chamfered on the inside surface to a suitable profile to prevent damage to the liner pipe during or after insertion. Edge guards, approved lubrication, or other means shall be used as needed to protect the liner from damage caused by the host pipe edges at insertion points.

Immediately upon opening the host main at the liner insertion points, the ends of the adjacent existing water main that are not to be lined at the insertion/extraction points shall be covered/plugged by the Contractor so that no debris or animals shall enter into them during reconstruction work.

A thorough examination of the route of the existing water main shall be made by after cutting the existing water main. This should include a pipeline location survey with equipment capable of locating any changes in direction, valves, bends, intrusions, and other fittings that may impede the insertion and/or proper inflation of the CIPP liner.

703.5 Clean and Inspect the Existing Water Main

Remove all internal debris out of the pipeline that will interfere with the CIPP liner installation. Pipes shall be adequately cleaned with high-velocity jet cleaners; mechanically powered equipment; cable-attached devices; or fluid-propelled devices (e.g., pipe pigs).

The cleaning method shall remove all rust, scales, tuberculation, deposits, loose or deteriorated remains of any original coatings and other foreign materials from the inside of the pipe so as to produce a smooth metal surface finish that will allow the new CIPP liner to adhere and securely bond to the existing host pipe.

Lawfully dispose of all materials removed from the pipe during the cleaning operation at an off-site location, and pay all associated landfill fees and taxes. Lawfully dispose of any and all leftover materials and/or byproducts of the rehabilitation process at an off-site location, and pay all associated landfill fees and taxes. Cleanup of any soil contamination caused by or encountered during the excavation and/or water main lining process is to be the responsibility of the Contractor.
Verification of readiness to install liner shall be performed by experienced personnel trained in locating services, breaks, obstacles, etc. This will include closed-circuit television (CCTV) and possibly also include pipe mandrels or other devices. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP liner. These conditions shall be noted and brought to the attention of the Engineer so that they may be corrected. Copies of CCTV inspection DVD's and related reports shall be made available to the Engineer as soon as possible for review and approval prior to commencement of lining activities.

It shall be the responsibility of Madison Water Utility to remove any unforeseen obstructions that might prevent the liner installation. Madison Water Utility shall have the right to make corrective repairs using inhouse staff, a third-party contractor, or if it is deemed to be in Madison Water Utility's best interest to do so, the Engineer may authorize the Contractor to make repairs and compensate the additional work under the terms of this Contract.

Any external water leaking back into the existing pipeline shall be removed so as not to interfere with the proper installation and curing of the CIPP liner.

Verify the length of water main sections to be cleaned and lined. Flush the host pipe with clean water to remove any loose debris from the interior surface of the pipe, and remove all standing water from the inside surfaces of the cleaned water main by passing a sufficient number of oversized foam swabs through the main or use a progressive expansion method to remove standing water.

Perform and submit to the Engineer DVD recordings of the closed circuit television (CCTV) inspection of existing water mains at two intervals:

1. Prior to water main lining, per Section 703.5 of these Special Provisions.

2 The finished pipeline after service reinstatement, per Section 703.5 and Section 703.12 of these Special Provisions.

The Contractor shall provide Madison Water Utility and the Wisconsin Department of Natural Resources with a complete set of all required inspection DVD's. The picture quality and definition shall be clear and acceptable for viewing and the DVD's shall be compatible with standard DVD equipment. Information on the DVD shall identify the water main section, direction of travel, and the date of inspection. Where applicable, the DVDs shall include voice description of the location of any identified defects.

703.6 Prepare Water Service Connections for Lining

Prior installing the CIPP liner, locate all existing water service laterals, and plug the service laterals as recommended by the manufacturer and approved by the Engineer. The insertion of plugs into the service connections may be done simultaneous with the pre-installation CCTV inspection.

The plugs, or other approved device, shall prevent any accumulation of resin inside the service line thus blocking them, and also prevent water infiltration from a leaking curb-stop service valve.

The plugs, or other approved device, shall make visible any non-penetrating service connections in the lined pipe, to ensure the operators are able to accurately locate the non-penetrating service connections after they have been covered with the CIPP liner.

703.7 Equipment Sufficiency

Provide a suitable quality and quantity of temperature and pressure gauges capable of meeting or exceeding the manufacturer's standards and specifications for monitoring installation and curing of the CIPP liner. Puller unit/winch cable shall be equipped with manufacturer recommended tension gauge and shall be smooth running and variable speed. The cutting device shall be a remote monitored device for use inside the lined pipe.

Prepare and inspect all necessary tools and any spare parts that are required for equipment that suffers recurring breakdowns, and shall ensure that said tools and spare parts are available at the work-site. Prepare and make operable all necessary communication equipment for the installation field crew.

703.8 Resin Materials Inspection

The Engineer and/or Madison Water Utility representative shall be able to inspect the epoxy resin materials and/or the chemical impregnation procedure of the CIPP liner tube or spin-cast surfacing liner. The resin and catalyst system shall be prepared as recommended by the liner manufacturer, NSF, and as approved by the Engineer and shall be monitored and documented for each installation.

The quantities of the resin and catalyst system must be prepared in accordance to the manufacturer's standards and NSF requirements to yield a liner that, when cured, provides at least the lining thickness specified in the approved liner design with additional allowances for polymerization shrinkage and the loss of resin through irregularities in the deteriorated host pipe wall. Liner thickness measurements shall exclude the thickness of any polymeric membranes or any other non-structural surface coatings. Ratios of the epoxy resin mixture shall be documented for each installation and verified for consistency with ratios identified on the product's NSF/ANSI 61 certification.

If any chemical impregnation procedures are done onsite, the impregnation shall be done in an enclosed vehicle or other controlled environment approved by the Engineer. On-site impregnation in the open is not acceptable.

703.9 Installing the CIPP Liner

Prior to installing the CIPP liner, verify full compliance with the approval requirements of the Engineer as specified in Section 701.3 of these Special Provisions; also verify full compliance with the approval requirements of the WI-DNR as specified in Sections 108.2 and 702.3 of these Special Provisions. The Contractor shall not proceed with the installation of liner until the Engineer, in writing, certifies such compliance and directs the Contractor to proceed with the CIPP liner installation. The approved liner shall be installed pursuant to the specific provisions set forth for the approved lining method

703.9 (a) Preparing and Inserting the CIPP Liner

The CIPP liner system shall be installed within the existing water main through the insertion point by either spin-casting, inversion or by the pull-in-place method, as recommended by the manufacturer and as specified in ASTM F126/1723 and/or other applicable ASTM Standards required by the Engineer.

The liner dimensions shall be sufficient enough to fully extend the liner within the host pipe both circumferentially and longitudinally, and to ensure proper finished thickness will be obtained with the liner either adhering to or fitting tightly against the interior wall of the existing pipe without creating annular space between the liner and the host pipe.

Before installation begins, confirm as applicable, the minimum pressure required to hold the liner tight against the existing pipeline and the maximum allowable pressure so as not to damage the liner materials. In order to ensure a proper fit of the liner, the pressure shall be maintained between the recommended minimum and maximum pressures through the duration of the installation process. As applicable, verify that field installation data-logs and installation procedures are consistent with manufacturer recommendations and any installation/curing requirements identified in the NSF/ANSI 61 certification for the liner product.

703.9 (b) Curing the CIPP Liner

The equipment used to execute the curing of the CIPP liner shall be in accordance with the liner manufacturer's equipment requirements. As applicable, the equipment shall be capable of uniformly raising the temperature in the entire liner above the temperature required to initiate and complete the curing of the resin system. The required temperature shall be determined by the manufacturer

requirements of the approved resin/catalyst system. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the incoming and outgoing heat exchanger circulating heating medium. The monitoring devices shall be in accordance to Section 703.6 of these Special Provisions. Thermocouples or temperature gauges or infra-red gun shall be used at insertion and extraction points to determine and record the temperature of the liner and time of exotherm.

Sufficiently monitor and document the pressure readings, temperature readings and the time of readings throughout the duration of the curing process (from before the initiation of the heat source through the cool-down phase). A copy of the documentation shall be submitted to the Engineer in accordance to Section 701.3 (b) of these Special Provisions.

The cure period shall be of a duration recommended by the resin manufacturer and/or the NSF/ANSI 61 certification Extend the duration as necessary for the site specific conditions at the time curing (temperature, moisture level, thermal conductivity of soil, etc.). During this cure time, it is required that the temperature inside the liner will be continuously maintained at or above the temperature required by the manufacturer and/or NSF/ANSI 61 requirements for curing the product.

The curing shall be considered complete when inspection of the exposed portions of the liner show it to be hard and sound and the temperature readings at the interface of the liner with the host pipe show that enough heating occurred to ensure that no portions of the CIPP liner have not been fully-cured.

Once the cure is ensured to be 100% complete, cool the hardened liner to a temperature below one hundred degrees Fahrenheit (100°F) before relieving the internal pressure. Cool down shall be accomplished as recommended by the manufacturers. Care shall be taken in the release of the internal pressure so that a vacuum will not develop that could damage the newly installed liner.

After the liner is sufficiently cooled to below one hundred degrees Fahrenheit (100°F), and before beginning to reinstate the service laterals, a CCTV inspection of the newly installed liner shall be performed to confirm that the liner was properly installed and completely cured. If no services are involved then this inspection is to be recorded and delivered to the Engineer on DVD as the final TV inspection submittal.

The finished lining segment shall be continuous over the entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes and delaminations. The lining shall be impervious and free of any leakage.

If at the insertion/extraction ends the lining fails to make a tight seal, notify the Engineer and apply a seal of a resin mixture compatible with the CIPP liner or repair using manufacturer's approved methods if different from above.

703.10 Pressure Testing

Pressure testing for water-tightness is required on all CIPP sections installed, and shall be completed after the preliminary video inspection but before the reinstatement of service connections, unless otherwise directed by the Engineer.

Remove any trapped air and stabilize the CIPP liner prior to beginning hydrostatic pressure testing.

Perform hydrostatic pressure test on the lined water main at a hydrostatic pressure of 25% greater than the normal working pressure for a period of one hour.

After the one-hour test, the quantified make up water shall be calculated and if the loss at test pressure exceeds the allowable (up to 20 gallons per inch diameter, per mile, per day) identify the source of the loss and minimize it in a manner acceptable to the Engineer.

703.11 Reinstate Service Openings

Upon completion of installation and pressure testing of the CIPP liner, reconnect existing services from the interior of the water main using a television camera directed robotic cutting device that removes a small section of the liner to expose the corporation valve opening. All connections that are to be reopened shall be satisfactorily opened to the size of the original opening, and to the depth required to completely open the water service connection to the customer. The reinstated service opening shall be circular, smooth and flush.

Each service successful service reinstatement will be paid under Bid Item 90162 – Reinstate Service Opening. In the event a service cannot be successfully reinstated from within the pipeline, the service must be connected using manufacturer's recommended methods and as approved by the Engineer or a new service must be tapped into the newly rehabilitated water main. Provide the Engineer at least two working-day notice prior to beginning any such work, per Section 105.12 of these Specifications or as applicable to Section 703.3 of the Standard Specifications.

Any additional cost resulting from unsuccessfully reinstating a service opening from within the pipeline shall be borne solely by the Contractor, and he shall not make any claim against Madison Water Utility for any additional required work associated with the service lateral reinstatement.

703.12 Final Television Inspection

A final television inspection and video recording of the rehabilitated water main, including the restored service connections, shall be performed immediately after work is completed. The final CCTV recording on DVD shall be submitted to the Engineer in accordance to Sections 701.3 (b) and 703.5 of these Special Provisions.

Should the results of this final inspection reveal any defects that are determined by the Engineer to be repairable, repair these defects as directed by the Engineer at no cost to Madison Water Utility or the City of Madison. Should the results of this final inspection reveal any defects that are determined by the Engineer and manufacturer not to be repairable, remove and replace the existing water main as ordered by the Engineer at no cost to Madison.

703.13 Reconnect Water Main

After the final television inspection is completed, Madison Water Utility will furnish and install new water main and reinstall the removed sections of the existing pipeline (e.g. at insertion/reception pits, valves, connections, etc.) as indicated on the Plans. Any required cutting or removal of lined water main will be done in accordance to the manufacturer's recommendations provided to Madison Water Utility. Any additional shoring or trench protection needed for installing/reconnecting water mains will be the responsibility of Madison Water Utility. Provide at least two (2) working-days notice to Tom Rosemeyer of the Madison Water Utility (608-266-5985 or trosemeyer@madisonwater.org) prior to the anticipated start of the water main work to coordinate work schedules. Madison Water Utility main installation/reconnection work, other than emergency repairs, will occur during normal working hours (Monday-Friday 7:30 AM to 3:30 PM) unless otherwise approved by the Madison Water Utility.

The Contractor shall be responsible for furnishing and performing water main disinfection according to the Standard Specifications and these Special Provisions. Coordinate and work with Madison Water Utility during the water main installations/reconnections to properly perform disinfection procedures and to ensure the adequacy of the new materials furnished and installed by Madison Water Utility.

703.14 Disinfection

All rehabilitated water mains, newly installed water mains, or reinstalled existing water mains shall be properly disinfected by the Contractor and produce a safe-water sample before any customers may be reconnected to the water system. Coordinate work with Madison Water Utility to properly disinfect and ensure the adequacy of all new water mains being furnished and installed by Madison Water Utility or others.

As part of the submittals required under Section 701.3 (a) of these Special Provisions, include the proposed CIPP Lining Disinfection Plan to the Engineer for approval. The plan shall identify the disinfection, flushing, and applicable customer notification procedures required to properly disinfect all water main work included in this Contract. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains.

Once all of the pipe work is completed, perform chlorine disinfection of the newly installed pipe and CIPP liner in accordance with the approved CIPP Liner Disinfection Plan.

Properly dispose of any highly-chlorinated water in accordance to Standard Specification 703.14 (c). Sampling and testing will be done according to the Standard Specifications.

Customer service lines shall be transferred from the temporary bypass system to the newly-rehabilitated system after accepted water samples have been obtained and approved by the Engineer in accordance to Section 703.14 (a) these Special Provisions, and after the line has been flushed following the 24-hour stagnation sampling procedures in Special Provisions Sections 703.15

703.15 Madison Water Utility Water Quality Sampling and Testing

Madison Water Utility will be sampling and testing the rehabilitated drinking water system to insure that the CIPP lining system is not leaching any volatile organic compounds (VOCs) and/or Bisphenol A (BPA) into the water. Sampling will occur after disinfection and flushing and following a 24-hour stagnation period at the number of locations to be determined by WI-DNR.

Madison Water Utility will pay for all fees associated with this testing

The Contractor shall notify the Engineer and isolate the filled rehabilitated water main section and let the water stagnate for at least 24-hours before Madison Water Utility takes the post-lining testing samples After the post-lining VOC and/or BPA samples have been collected and the Engineer has authorized the Contractor to proceed, the customer service lines shall be transferred from the temporary bypass system to the permanent service lines on the rehabilitated water main.

703.16 Quality Assurance Testing

As part of this pilot project, a thorough evaluation of the CIPP liner is intended and considered incidental to the installation of the CIPP liner. Prepare and collect all product/material samples required herein, complete all requested testing procedures, and submit to the Engineer the associated test result data/reports in a timely manner.

Product / Material Samples:

Collect and submit one restrained tube sample prepared as specified in ASTM F1216 for each liner segment installed. Notify the Engineer if a restrained tube sample cannot be prepared due to physical constraints, a flat plate sample shall be prepared in lieu of the restrained tube. These samples will be in addition to any samples required for required product evaluation testing.

Product Evaluation Testing / Test Data:

- CIPP flat plate samples shall be prepared and physical properties tested in accordance with ASTM F1216 Section 8.1.3.1 – Short Term Flexural Properties, and ASTM F1216 Section 8.1.32 – Tensile Properties.
- CIPP liner wall thickness shall be tested for each liner segment installed in accordance with ASTM F1216 Section 8.6 CIPP Wall Thickness. The minimum wall thickness at any point shall not be less than the approved minimum design wall thickness excluding the thickness of any polymeric membranes or any other non-structural surface coatings.
- Test results from the VOC analysis (Section 703.14 (b)).
- Test results from the BPA analysis (Section 703.14 (c)).

703.17 Acceptance

Site restoration is considered incidental to the installation of the CIPP liner. Ensure that the entire worksite is sufficiently restored to pre-construction conditions or better. Any excavated areas and other work areas prepared or maintained by Madison Water Utility will be restored by Madison Water Utility.

The CIPP liner shall be deemed acceptable when the installation is performed according to these Special Provisions and Contract documents, and when the applicable tests data submittals are satisfied according to Section 703.16 of these Special Provisions.

Any remaining work pertinent to backfilling excavations, pavement milling, placing asphalt, placing concrete, etc. shall be the responsibility of Madison Water Utility and/or the City of Madison.

BID ITEM 90160: PROVIDE & MAINTAIN TEMPORARY WATER SERVICE

1. Description.

Provide & Maintain Temporary Water Service consists of the cost of furnishing, installing, maintaining and removing all temporary bypass pipe; pipe fittings; valves, large service valves & fittings; service lines; hardware; water supply connection backflow preventers and reduced pressure zone devices; testing; temporary hydrants; flushing; sampling taps; disinfecting; scheduling and assisting with obtaining health samples; ramping, pavement cutting & excavation & burial at road crossings, sidewalks and driveways; preparation and distribution of service interruption notices; maintaining bypass system throughout duration of project; site restoration excluding pavement restoration; and furnishing all labor, material and equipment necessary to complete work.

2. Materials.

Materials under the bid item for Provide & Maintain Temporary Water Service shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under the bid item for Provide & Maintain Temporary Water Service shall be in accordance to Section 703 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

Provide & Maintain Temporary Water Service is measured as one lump sum to include all temporary water service work performed in accordance with these Special Provisions.

5. Basis of Payment.

Provide & Maintain Temporary Water Service shall be paid for at the Contract lump sum unit price. Lump sum payment shall be full compensation for all temporary water service work as specified.

A partial payment of 50 percent of the unit price bid may be made for the bypass pipe system after assembly has been completed, disinfected, tested and safe water samples have been obtained. The remaining 50 percent of the unit price may be paid when the bypass system has been removed and associated site restorations have been completed.

BID ITEM 90161: STRUCTURAL REHABILITATION OF 6-IN/8-IN WATER MAIN

1. Description.

Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP includes all labor, materials, plant, equipment, samples, tests and insurance required and necessary for the designing, fabricating, furnishing, delivering, mobilization, traffic control, cleaning, inspecting/surveying, installing, field and lab testing and reporting, reconnecting, disinfecting, site restoration, and recommissioning of the existing water main reconstructed by using an approved CIPP liner method and do all work incidental thereto, all in accordance with the Plans, Special Provisions, and applicable Standard Specifications, and as directed by the Engineer.

Included in the bid item Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP shall be the cost of all labor, material and equipment required to locate and set-up insertion and receiving pits (excavated by Madison Water Utility) with sheeting/bracing in accordance to OSHA and the Standard Specifications (See Section 703.2 – Excavation and Section 703.3 – Sheeting, Bracing and Shoring), carefully hand excavating if required, removal of existing pipe, cleaning up, disposal of any removed materials-, and cut/remove portions of the existing water main at insertion and extraction points.

In addition, included in the bid item Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP shall be the cost for mobilization, traffic and site control, signage, miscellaneous site facilities and equipment, all required submittals, notifications, CCTV inspection and video recording, field and lab testing as required in the Contract documents, and other incidentals required to complete the work. No separate or additional payment will be made for this work.

Materials.

Materials under the bid item for Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under the bid item for Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP shall be in accordance to Section 703 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

The quantity of Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP to be measured for payment shall be the number of linear feet of existing water main actually reconstructed by the approved CIPP lining method, complete, all in accordance with the Contract documents and to the satisfaction of the Engineer, measured along the centerline of the water main from insertion point to extraction point.

5. Basis of Payment.

Rehabilitate 6-IN/8-IN Water Main Using Structural CIPP shall be paid for at the Contract unit price per linear foot. Payment per linear foot shall be full compensation for all work in furnishing and installing the liner as specified.

BID ITEM 90162: REINSTATE SERVICE OPENING

1. Description.

Reinstate Service Opening includes all labor, materials, equipment, tools, and incidentals required to reopen existing services (two-inch diameter, or smaller) from the interior of the CIPP lined water main.

2. Materials.

Materials under the bid item Reinstate Service Opening shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under the bid item Reinstate Service Opening shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

The quantity of Reinstate Service Opening to be measured for payment shall be the number of service locations which are re-opened to the size and depth of the original opening and are satisfactorily circular, smooth and flush.

5. Basis of Payment.

Reinstate Service Opening shall be paid for at the Contract unit price per each re-opened service. Payment per each shall be full compensation for all work in furnishing and installing the liner as specified.

In the event a service cannot be successfully reinstated from within the pipeline, the service must be connected using manufacturer's recommended methods and as approved by the Engineer or a new

service must be tapped into the newly rehabilitated water main, including all required excavation and surface restoration.

Any additional cost resulting from repairing and/or re-tapping a new service connection due to an unsuccessfully reinstated service opening shall be borne solely by the Contractor, and he shall not make any claim against Madison Water Utility for any additional required work associated with the service lateral reinstatement.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE

CONTRACT NO. 7675

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

The undersigned having familiarized himself/herself with the Contract documents, including 1. Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2015 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos.

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

a partnership consisting of ; an individual trading as ; of the City of Brownsville State ; that I have examined and carefully prepared this Proposal, of FINISIAN from the plans and specifications and have checked the same in detail before submitting this Proposal; that J have fully authority to make such statements and submit this Proposal in (its. their) behalf, and that the said statements are true and correct.

Ince

SIGNATURE LOVEN A. BY ACE

<u>DW. CONTRACTS & ADMIN MANAGER</u> TITLE, IF ANY	
Sworn and subscribed to before me this 24th day	of, 20, 20
Jennifou Hausoned	
(Notary Public or other officer authorized to administer My Commission Expires <u>6-25-17</u>	HAHOOMER A
Bidders shall not add any conditions or qualifying staten	neme to his Proposal.
E-1	OF WISCONS

Contract 7675 – Michels Corporation

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).

Section F: Disclosure of Ownership and Best Value Contracting

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

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

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

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

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

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

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box City State and Zip Code

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract. None

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

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

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

C PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

CONTRACT NO. 7675

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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Company:	Michels Pipe Services; a div. of Michels Corpora	ation		
Address:	817 West Main Street, Brownsville, WI 53006			
Telephone Number:	(920) 924-4300		·····	
Fax Number:	(920) 583-1872			
Contact Person/Title:	Kelsey Schultz - Project Admin Coordinator			

Prime Bidder Certification

Name:	Loren A. Brace
Title:	Division Contracts & Admin Manager
Company:	Michels Pipe Services; a div. of Michels Corporation

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

Kelsey Schultz Witness' Signature Kelsey Schuhtz

March 24, 2010 Date

nH.

Bidder's Signature Wren A. BYALE -PIN CONTRACTS & Admin Manager

CONTRACT NO. 7675

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

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Name(s) of SBEs Utilized		Type of Work		% of Total Bid Amount
				%
None				%
				%
				%
				%
				%
				%
				%
		· · · · · · · · · · · · · · · · · · ·		%
		· · · · ·		%
				%
n an an Arrange ann a Arrange ann an Arrange				%
				%
Subtotal SBE who are NOT s	uppliers:		¢	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized		Type of Work	% of To Bid Amo	
				%
None				%
	• • • • • • • • • • • • • • • • • • •			%
				%
				%
		r		%
Subtotal Contractors who a	re suppliers:	% x 0.6 =	_ % (discounted to 6	50%)
Total Percentage of SBE Ut	lization:	<u>%</u> .		

CIPP REHABILIATION OF WATER MAINS - 2016

CONTRACT NO. 7675 DATE: 3/25/16

Michels Corporation

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Item	Quantity	Price	Extension	
Section B: Proposal Page			, mine annual ann ait d' searaigh a' bhair an shair an s	
90160 - PROVIDE & MAINTAIN TEMPORARY WATER SERVICE - LS 90161 - STRUCTURAL REHABÍLITATION OF 6-IN/8-IN WATER MAIN -	1.00	\$166,087.00	\$166,087.00	
LF	11180.00	\$81.50	\$911,170.00	
90162 - REINSTATE SERVICE OPENING - EA	180.00	\$650.00	\$117,000.00	
3 Items	Totals		\$1,194,257.00	

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs; executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

CIPP REHABILITATION OF WATER MAINS - 2016 CONTRACT NO. 7675

1. If said bid is rejected by the Obligee, then this obligation shall be void.

2.

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

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

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

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	IN WITNESS WHEREOF, the Prir	ncipal and the Surety have hereur	to set their hands and seals, and such
·	of them as are corporations have heasing by their proper officers,	caused their corporate seals to b on the day and year set forth belo	e hereto affixed and these presents to ow.
	S. SEAT OPPRINCIPAL		
O N	SEAL Name of Principal		
UNIVERSITY OF A	os Jon H.	how	March 25th 2016
1111	SCONSING A DECK	e Dul contracted	Date
		e-DIV. contractse	
2. 4 Je 6	Seal SURETY		
	Continental Casual	ltv Company	
- 	Name of Surety		
	By		March 25th 2016
	William Cahi	11	
	Name and Title		
	National Provider No. 257510	2 for the year <u>2016</u> , and the payment and performance	above company in Wisconsin under and appointed as attorney in fact with bond referred to above, which power
	March 25th 2016	William	Cahill
	Date	Agent	
		2300 Cabot Dri	ve Suite 100
		Address	
		Lisle, IL. 60	

(630) 245-4600 Telephone Number

NOTE TO SURETY & PRINCIPAL

1

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

STATE OF ILLINOIS

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COUNTY OF <u>DuPAGE</u>

I, <u>Christine Eitel</u> Notary Public of <u>DuPage County</u>, in the State of <u>Illinois</u> do hereby certify that <u>William Cahill</u> Attorney-in-Fact, of the <u>Continental</u> <u>Casualty Company</u> who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the <u>Continental Casualty Company</u> for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in

· · · · · · · · · · · · · · · · · · ·		the second s		
said County, this	25th	day of	March	A.D., 2016.
				1
			<u> </u>	

^(Notary Public) Christine Eitel My Commission expires: <u>05/26/2016</u>

Ullister Eily

Notary Seal:

"OFFICIAL SEAL' CHRISTINE EITEL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES MAY 26, 2016 ≩

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, Harriet R Reilly, William P Weible, William Cahill, Kimberly Sawicki, Ann Marie Waters, Melissa Newman, Kimberly R Holmes, Christine Eitel, Deborah A Campbell, Leigh Ann Francis, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of December, 2015.



Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of December, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National-Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of March 2016



Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

SECTION H: AGREEMENT

THIS AGREEMENT made this <u>20</u> day of <u>APRIL</u> in the year Two Thousand and Sixteen between <u>MICHELS CORPORATION</u> hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>APRIL 19, 2016</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:

CIPP REHABILITATION OF WATER MAINS - 2016 CONTRACT NO. 7675

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</u> <u>PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.

3. **Contract Price**. The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE MILLION ONE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED FIFTY-SEVEN (\$1,194,257.00</u>) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

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

1.

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4.

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority. "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- **b. Requirements.** For the duration of this Contract, the Contractor shall:
 - 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - 5. Comply with all other provisions of Sec. 39.08, MGO.
- **c. Exemptions**: This section shall not apply when:
 - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

CIPP REHABILITATION OF WATER MAINS - 2016

CONTRACT NO. 7675

CONTRACT NO. 7675 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:

A	4-12-16
Witness Ryan Zummallen	Date
Nink 2 mk	4-12-16
Witness NICK FRANK	Date

Witness NICK Frank

CONSTRUCTION

President Loven A. Brace - DIV. Contract Date Schuid 41 $i\phi$ Õ

Date

Secretary Keisey Schurz

Approved as to form:

MICHELS CORPORATION

Company Name

CITY OF MADISON, WISCONSIN

Provisions have been made to pay the liability

that will accrue under this contract. 5 B Finance Director City Attorney Ma 20 16 Signed this 161 day of 51 Mayor Date Witness 4/29/16 19 Øity Clerk Date Vitness

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MICHELS CORPORATION as principal, and

Continental Casualty Company and Liberty Mutual Insurance Company Company of Illinois & Massachusetts as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>ONE MILLION ONE HUNDRED NINETY-FOUR THOUSAND TWO</u> <u>HUNDRED FIFTY-SEVEN (\$1,194,257.00)</u> Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

CIPP REHABILITATION OF WATER MAINS - 2016 CONTRACT NO. 7675

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed thisda	y of April, 2016	- RA ORA
Countersigned:	MICHELS CORPORATION Company Name (Principal)	SEAL SEAL BASSEAL SEAL
Wineso Ryan zummanen	President David Rosenberg	
Kelsey Schults	Senior Manager Business De EWOLLER RENABILITATION SERV	VELOCO OCTUBILISION
Secretary Kelsuj Schultz	Continental Casualty Compa	-
Approved as to form:	Liberty Mutual Insurance (
AUP:MA	Surety ⊠ Salary Employee	Seal Ission
City Attorney	Attorney-In-Fact William	Cahill
This certifies that I have been duly licensed as a National Provider No. <u>2575102</u> for the fact with authority to execute this payment and per revoked.	e year 20 <u>16</u> , and appointed	as attorney-in-
	1 1,	

Agent Signature

William Cahill

Date

April 20th 2016

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, <u>Christine Eitel</u> Notary Public of <u>DuPage County</u>, in the State of <u>Illinois</u> do hereby certify that <u>William Cahill</u> Attorney-in-Fact, of the <u>Continental</u> <u>Casualty Company</u> who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the <u>Continental Casualty Company</u> for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in

said County, this <u>20th</u> day of <u>April</u> A.D., <u>2016.</u>

^(Notary Public) Christine Eitel My Commission expires: <u>05/26/2020</u>

Notary Seal:

"OFFICIAL SEAL" CHRISTINE EITEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/26/2020

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, <u>Christine Eitel</u> Notary Public of <u>DuPage County</u>, in the State of <u>Illinois</u> do hereby certify that <u>William Cahill</u> Attorney-in-Fact, of the <u>Liberty Mutual</u> <u>Insurance Company</u> who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the <u>Liberty Mutual Insurance Company</u> for the used and purposes therein set forth.

20th

Given under my hand and notarial seal at my office in the City of Lisle in

said County, this

day of <u>April</u> A.D., <u>2016.</u>

(Notary Public) Christine Eitel My Commission expires: 05/26/2020

Notary Seal:

OFFICIAL SEAL" CHRISTINE EITEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/26/2020

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William P Weible, Harriet R Reilly, William Cahill, Kimberly Sawicki, Melissa Newman, Karen A Ryan, Kimberly R Holmes, Deborah A Campbell, Leigh Ann Francis, Ann Marie Waters, Christine Eitel, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of February, 2016.



Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of February, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021 J. M

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this ______20th_____day of _______April_____, ___2016_.



Form F6853-4/2012

American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

National Fire Insurance Company of Hartford

Continental Casualty Company

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25^{th} day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



SECTION J: PREVAILING WAGE RATES

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 1/8/2016	
PROJECT:	
ALL PUBLIC WORKS PROJECTS UNDER SEC. MADISON CITY, DANE COUNTY, WI Determination No. 201600001	66.0903, STATS-CITY OF MADISON
PROJECT OWNER:	REQUESTER:
ROBERT F PHILLIPS, INTERIM CITY ENGINEER CITY OF MADISON - ENGINEERING 210 M L KING JR BLVD, RM 115 MADISON, WI 537033342	ROBERT F PHILLIPS, INTERIM CITY ENGINEER CITY OF MADISON - ENGINEERING 210 M L KING JR BLVD, RM 115 MADISON, WI 537033342
ADDITIONAL CONTACT:	
NORMAN DAVIS, CONTRACT COMPLIANCE CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV 210 MARTIN L KING JR BLVD, RM 523 MADISON, WI 537033342	
	prevailing wage rate determination for the above-captioned to determine the prevailing wage rate for the trade(s) or

project. The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861

Web Site: http://dwd.wisconsin.gov/er/
PREVAILING WAGE RATE DETERMINATION Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 66.0903, Wis. Stats. Issued On: 01/08/2016 Amended On: 01/28/2016

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	MBER: 201600001
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MADISON
PROJECT LOCATION	: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): 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.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): 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.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): 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.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	e .
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
112	Fire Sprinkler Fitter	36.78	19.97	56.75
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.58	53.08
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	18.67	51.49
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.39	45.32
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): 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.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	38.82	18.02	56.84
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	29.65	1.71	31.36
134	Sheet Metal Worker	35.55	24.67	60.22
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner Future Increase(s): 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.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	33.69	19.78	53.47
203	Three or More Axle	18.25	21.61	39.86
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.61	39.86
207	Truck Mechanic	18.25	21.61	39.86

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	LABORERS			·
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender.	25.81	15.63	41.44
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96
315	Final Construction Clean-Up Worker	29.01	7.20	36.21

HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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 6/3/2016.	;	20.38	55.60
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 6/3/2016.	34.69	20.38	55.07

Determination	No.	201600001
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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY	
<u>CODE</u>	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	TOTAL
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 6/3/2016.	32.62	پ 20.38	\$
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. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
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.		21.15	57.87
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA		/ORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
<u>CODE</u>	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s):	37.67	20.38	58.05

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	BASIC RATE	BENEFITS	TOTAL
	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.	\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
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 6/3/2016.	35.22	20.38	55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.		20.38	55.07

Add \$1.60/hr on 6/3/2016.

Determination No. 201600001

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	33.82	20.30	54.12
516	Fiber Optic Cable Equipment	29.50	0.68	30.18

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 <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): 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.	35.97	17.85	53.82
109	Electrician	52.00	1.50	53.50
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	44.20	18.26	62.46
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAI</u> \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.2
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.0
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.7
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTA</u> \$
201	Single Axle or Two Axle	19.00	0.00	19.0
203	Three or More Axle	19.00	0.00	19.0
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.4
205	Pavement Marking Vehicle	19.00	0.00	19.0
207	Truck Mechanic	19.00	0.00	19.0
	LABORERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTA</u> \$
301	General Laborer Future Increase(s): 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.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.0
304	Flagperson or Traffic Control Person	20.92	14.80	35.7
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.3
314	Railroad Track Laborer	17.00	3.96	20.9

HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of 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. Premium Increase(s): Add \$.25/hr for operating tower crane.	- 38.09	20.80	58.89
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; Skic Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.		20.38	55.60
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 6/3/2016.		20.38	55.07

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ì	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
ODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

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 <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
105	Carpenter Future Increase(s): 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.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): 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.	35.97	17.85	53.82
109	Electrician Future Increase(s): 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.	35.75	19.97	55.72
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.87	18.79	48.66
125	Pavement Marking Operator	31.24	17.30	48.54
126	Piledriver	30.11	21.09	51.20
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49

<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAI</u> \$
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.6
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS		,	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTA</u> \$
201	Single Axle or Two Axle	36.72	21.15	57.8
203	Three or More Axle 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.	25.78	18.96	44.74
204	 Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): 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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx. 	30.82	21.85	52.6
205	Pavement Marking Vehicle	23.82	17.72	41.5
206	Shadow or Pilot Vehicle	25.28	18.31	43.5

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	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.00/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 prep time prior to and/or cleanup after such time period).	30.95	15.65	46.60
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper Future Increase(s): 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).	30.95	15.65	46.60
304	 Flagperson or Traffic Control Person Future Increase(s): 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 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. 	27.30	15.65	42.95

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO			
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
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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.	\$ 38.27	\$ 21.85	\$ 60.12
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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.		21.85	59.62

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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 Mgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Planer, 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; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.30/hr on 6//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://wisconsindot.gov/Page s/doing-bus/	a	21.85	59.12

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
<u>CODE</u>	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, 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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.	37.01	21.85	58.86
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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx		21.85	58.57
536	Fiber Optic Cable Equipment.	29.50	0.68	30.18
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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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.	36.72	21.15	57.87
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	21.15	57.87

Determination No. 201600001

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter Future Increase(s): 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.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): 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.	35.97	17.85	53.82
109	Electrician Future Increase(s): 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.	35.75	19.97	55.72
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): 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.	33.56	17.12	50.68

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	<u>TOTAL</u> \$
133	Roofer or Waterproofer	29.65	1.71	31.36
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS	······		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
201	Single Axle or Two Axle	\$ 18.00	\$0.00	\$ 18.00
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	18.00	0.00	18.00
207	Truck Mechanic	18.00	0.00	18.00
	LABORERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE		TOTAL
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAI</u> \$

26.34

15.17

41.51

301 General Laborer

Laborer

Determination No. 201600001

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
303	Landscaper Future Increase(s): 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).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY		
<u>CODE</u>	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$	
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.60/hr at 400 Ton; Add \$2/hr at 500 Ton & Over	37.67	20.38	58.05	

\$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.

<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.	37.77	21.85	59.62
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. Future Increase(s): 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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com	37.27	21.85	59.12

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great 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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.		21.85	59.12
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.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	29.50	0.68	30.18
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. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
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.	36.72	21.15	57.87

57.87

21.15

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.

HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

36.72

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45
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 of 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 \$1.30/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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.		21.85	59.62

Determination No.	201600001
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CODE TRADE OR OCCUPATION 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; Railroa Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele 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); Tub	- e; er t	FRINGE BENEFITS \$ 20.38	<u>TOTAL</u> \$ 55.07
 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; Railroa Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele 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 	- e; er t	20.38	55.07
Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.			
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, Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	5	19.19	55.36
 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 \$1.60/hr on 6/3/2016. 	9	20.38	53.00
556 Fiber Optic Cable Equipment.	29.50	0.68	30.18

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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	3		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	37.41	0.00	37.41
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason	32.82	9.93	42.75
104	Cabinet Installer	20.00	0.46	20.46
105	Carpenter	25.39	5.03	30.42
106	Carpet Layer or Soft Floor Coverer	24.04	4.89	28.93
107	Cement Finisher	23.86	3.43	27.29
108	Drywall Taper or Finisher	27.00	0.00	27.00
109	Electrician	20.00	12.47	32.47
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	19.45	4.70	24.15
112	Fire Sprinkler Fitter	33.00	18.96	51.96
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	17.00	0.00	17.00
115	Insulator (Batt or Blown)	20.00	12.35	32.35
116	Ironworker	24.30	14.25	38.55
117	Lather	25.39	5.03	30.42
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	9.93	42.75
121	Metal Building Erector	13.60	6.57	20.17
123	Overhead Door Installer	18.00	0.00	18.00
124	Painter	26.24	0.00	26.24
125	Pavement Marking Operator	30.00	18.81	48.81

Determ	ination No. 201600001			Page 29 of 3
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
129	Plasterer	30.00	9.21	39.21
130	Plumber	30.00	11.56	41.56
132	Refrigeration Mechanic	22.50	9.03	31.53
133	Roofer or Waterproofer	21.00	4.10	25.10
134	Sheet Metal Worker	23.22	5.45	28.67
135	Steamfitter	17.05	0.94	17.99
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	22.50	2.36	24.86
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic	33.67	17.82	51.49
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner	25.00	2.99	27.99
146	Well Driller or Pump Installer	29.00	0.64	29.64
147	Siding Installer	14.00	0.00	14.00
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	16.50	0.50	17.00
203	Three or More Axle	21.53	3.34	24.87
205	Pavement Marking Vehicle	21.53	3.34	24.87
207	Truck Mechanic	21.53	3.34	24.87
. <u> </u>	LABORERS			

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
<u>CODE</u>	TRADE OR OCCUPATION	OF PAY \$	BENEFITS	<u>TOTAL</u> \$
301	General Laborer	v 17.20	9.26	26.46
	Asbestos Abatement Worker	,		
302	Aspestos Abatement worker	18.00	3.22	21.22

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	t der ko
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
303	Landscaper	15.00	4.03	19.03
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
315	Final Construction Clean-Up Worker	15.00	0.00	15.00
	HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONST			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEF <u>ITS</u>	TOTAL
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vlbratory/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 & Dlstributor; 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.	34.22	19.55	53.77
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Llght 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 \$1.60/hr on 6/3/2016.		20.38	52.37

 Department of Workforce Development

 Equal Rights Division

 P.O. Box 8928

 Madison, WI 53708-8928

 Telephone:
 (608) 266-6860

 Fax:
 (608) 267-4592

 TTY:
 (608) 264-8752

STATE OF WISCONSIN

Scott Walker, Governor Reginald J. Newson, Secretary

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- •issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

(Updated-122215)

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

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Department of Workforce Development Equal Rights Division P.O. Box 8928 Madison, WI 53708-8928 Telephone: (608) 266-6860 Fax: (608) 267-4592 TTY: (608) 264-8752

STATE OF WISCONSIN

Scott Walker, Governor Reginald J. Newson, Secretary

PREVAILING WAGE – Contractors

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

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

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

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

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

Contractors – 02/14-JE