	RUSH			
ROUTING: Hand Carry	Contract	Routing Form	printed on: 05/11/2015	
Contract between: and Dept. or Division: Name/Phone Number:		nderground, Inc. ng Division		
Project: Anderson Street	c Sanitary	Lining Repair		
Contract No.: 7506 Enactment No.: RES-15-00419 Dollar Amount: 119,630.80 Contract Intervol & posted in Munis				
(Please DATE before rout:	ing)		ILSV	
Signatures Required		Date Received	Date Signed	
City Clerk		5-11-2015	5-11,-2015	
Director of Civil Rights		- mental and the second s	1 5/12/15 MD	
Risk Manager			5/12/15 K93	
Finance Director		5-13-15 V	5 5-13-15	
City Attorney	572	5-13-15		
Mayor		1 5-14-15	5-15-15	

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

Original + 2 Copies

1

05/11/2015 14:26:40 enjls - Mark Moder 261-9250

1

RUSH

Dis Rights: OK / A/ Problem - Hold Prev Wage: AA / Agency / No Contract Value: <u>See alaeve</u> AA Plan: <u>TOVOVE</u> Amendment Addendum #_____ Type: POS / Dylp + Sbdv / Gov't / Grant (PW Goa) / Loan / Agrmt

Page 1 of 1

[[[[[[]]]]]]][[[]]]][[]]][[]]][[]]][[]]][[]]][[]]][[]]][[]]][[]]][[]]][[]][[]]][[]][[]]][[]][[]]][[][]	of madison · wisconsin GISLATIVE INFORM	ATION CE	<u>Sign In</u>
Legislative Information Co	enter Home Legislation Meetings	Common Council	
Boards, Commissions and	l Committees Members		
Stafalay, ininui fara shafarifa an a anna mananan manana a an a a a a			Share RSS Alerts
Details Reports			
File #:	38068 Version: 1	Name:	Awarding Public Works Contract No. 7506, Anderson Street Sanitary Lining Repair
Туре:	Resolution	Status:	Passed
File created:	4/15/2015	In control:	BOARD OF PUBLIC WORKS
On agenda:	5/5/2015	Final action:	5/5/2015
Enactment date:	5/7/2015 🖌	Enactment #:	RES-15-00419
Title:	Awarding Public Works Contract No. 7506,	Anderson Street Sani	tary Lining Repair.
Sponsors:	BOARD OF PUBLIC WORKS		
Attachments:	1. Contract 7506.pdf		
History (3) Text			

Fiscal Note

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

Title

Awarding Public Works Contract No. 7506, Anderson Street Sanitary Lining Repair.

Body

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

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

See attached document (Contract No. 7506) for itemization of bids.

SOR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7506 ANDERSON STREET SANITARY LINING REPAIR

CAPITOL UNDERGROUND, INC.

\$119,630.80

Acct. No. 10453-83-173: 54445 (91381) Contingency 8%<u>+</u> \$119,630.80 <u>9,569.20</u>

GRAND TOTAL

\$129,200.00

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Wisconsin Office of the Commissioner of Insurance

Licensed Producer Search

Thursday, April 30, 2015

WALSH, JOHN W PORTAGE WI License Status: Active License No: 168955 NPN No: 285241 Effective Date: 01-01-1982 Expiration Date: 01-31-2016 License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	01-01-1982	Active
Life	Resident	01-01-1982	Active
Accident & Health	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

Appointments and Terminations

	lification e/Status	Effective Date	Termination Date	Termination Reason
ACE American Insurance Company	AH/Active CAS/Active PROP/Active	11-30-2004 11-30-2004 11-30-2004		
ACUITY, A Mutual Insurance Company	AH/Inactive CAS/Active PROP/Active	02-12-2001 02-12-2001 02-12-2001	04-16-2002	Canceled
American Casualty Company of Reading, Pennsylvania	AH/Inactive CAS/Active PROP/Active	04-22-1974 04-22-1974 04-22-1974		Canceled
American Guarantee and Liability Insurance Company	AH/Active CAS/Active PROP/Active	07-15-1997 07-15-1997 07-15-1997		
American Manufacturers Mutual Insurance Company	AH/Inactive CAS/Inactive PROP/Inactive	02-21-1978 02-21-1978 02-21-1978	02-17-2005	Canceled Canceled Canceled
American Zurich Insurance Company	AH/Active CAS/Active PROP/Active	07-15-1997 07-15-1997 07-15-1997		
Arch Insurance Company	CAS/Active PROP/Active	02-09-2004 02-09-2004		

Assurance Company	CAS/Inactive	04-02-1993	10-30-2012	Canceled
of America	PROP/Inactive	04-02-1993	02-19-2015	Vol. Surrender per Agent Rqst
Automobile Insurance Company	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
of Hartford,	CAS/Inactive	07-29-1992	12-05-2009	Canceled
Connecticut, The	PROP/Inactive	07-29-1992	12-05-2009	Canceled
Charter Oak Fire Insurance Company,	AH/Inactive	08-06-1996	07-10-2013	Vol. Surrender per Agent Rqst
The	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Cincinnati Casualty Company, The	CAS/Active PROP/Active	05-02-2014 05-02-2014		
• • •				
Cincinnati Indemnity Company, The	CAS/Active PROP/Active	05-02-2014 05-02-2014		
Cincinnati Insurance Company, The	CAS/Active PROP/Active	05-02-2014 05-02-2014		
Cincinnati Life	AH/Active	09-16-2004		
Insurance Company, The	LI/Active	09-16-2004		
Continental Casualty	AH/Inactive	04-22-1974	09-16-2008	Canceled
Company	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
Continental	CAS/Active	02-24-2006		
Insurance Company, The	PROP/Active	02-24-2006		· · ·
Farmington Casualty Company	AH/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance	AH/Inactive	11-01-1976	09-11-2008	Canceled
Company	CAS/Inactive	11-01-1976	03-15-2007	Canceled
	PROP/Inactive	11-01-1976	03-15-2007	Canceled
Fidelity & Guaranty	AH/Inactive	07-03-1979	01-09-2013	Inadequate Production
Life Insurance Company	LI/Inactive	07-03-1979	01-09-2013	Inadequate Production
Fidelity and Deposit	CAS/Active	11-07-1986		
Company of Maryland	PROP/Active	11-07-1986		

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	Fidelity and Guaranty Insurance	CAS/Inactive	06-23-1995 06-23-1995	12-05-2009	Canceled
	Company	PROP/Inactive	06-23-1995	12-05-2009	Canceled
	Fidelity and Guaranty Insurance	AH/Inactive	06-23-1995	07-10-2013	Vol. Surrender per Agent Rqst
	Underwriters, Inc.	CAS/Inactive	06-23-1995	12-05-2009	Canceled
		PROP/Inactive	06-23-1995	12-05-2009	Canceled
	General Casualty Company of	AH/Inactive CAS/Active	09-02-1983 09-02-1983	12-03-2008	Canceled
	Wisconsin	PROP/Active	09-02-1983		
	Great American Alliance Insurance	CAS/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
	Company	PROP/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
	Great American	AH/Inactive	08-15-1989	11-15-2002	Inadequate Production
	Insurance Company	CAS/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
		PROP/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
	Great American	AH/Inactive	09-13-1989	11-15-2002	Inadequate Production
	Insurance Company of New York	CAS/Inactive	09-13-1989	11-28-2001	Vol. Surrender per Agent Rqst
		PROP/Inactive	09-13-1989	11-28-2001	Vol. Surrender per Agent Rqst
	Great Northern Insurance Company	AH/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rqst
		CAS/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rgst
	-	PROP/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rqst
	Hamilton Insurance Company	CAS/Inactive PROP/Inactive	04-02-1993 04-02-1993	12-05-2007 12-05-2007	Canceled Canceled
		·			
	Hartford Accident	AH/Inactive	02-23-1981	02-23-1981	Entered in Error
	and Indemnity Company	CAS/Inactive	02-23-1981	10-25-2007	Canceled
	/	PROP/Inactive	02-23-1981	10-25-2007	Canceled
	Hartford Fire	AH/Inactive	02-23-1981	02-23-1981	Entered in Error
	Insurance Company	CAS/Inactive	02-23-1981	10-25-2007	Canceled
		PROP/Inactive	02-23-1981	10-25-2007	Canceled
	Hartford	AH/Inactive	07-01-1988	07-01-1988	Entered in Error
	Underwriters Insurance Company	CAS/Inactive	07-01-1988	10-25-2007	Canceled
	mounce company	PROP/Inactive	07-01-1988	10-25-2007	Canceled
	Indemnity Insurance	AH/Inactive	11-30-2004	06-04-2009	Vol. Surrender per

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Company of North America		11.00.0004	06.04.0000	Agent Rqst
	CAS/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
Lumbermens Mutual	AH/Inactive	02-21-1978	02-17-2005	Canceled
Casualty Company	CAS/Inactive	02-21-1978	02-17-2005	Canceled
	PROP/Inactive	02-21-1978	02-17-2005	Canceled
Maryland Casualty Company	CAS/Inactive PROP/Inactive	04-02-1993 04-02-1993	10-30-2012 10-30-2012	Canceled Canceled
MetLife Insurance Company of Connecticut	CAS/Inactive	08-07-1996	04-21-2003	Inadequate Production
National Fire	AH/Inactive	04-22-1974	09-16-2008	Canceled
Insurance Company of Hartford	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
North American Specialty Insurance	CAS/Active	06-26-2009		
Company	PROP/Active	06-26-2009		
Northern Insurance	CAS/Inactive	04-02-1993	10-30-2012	Canceled
Company of New York	PROP/Inactive	04-02-1993	10-30-2012	Canceled
Old Republic	AH/Inactive	11-11-1991	01-30-2004	Inadequate Production
Insurance Company	CAS/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	AH/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
,	CAS/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
Phoenix Insurance Company, The	AH/Inactive	08-06-1996	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Reassure America Life Insurance	AH/Inactive LI/Inactive	01-06-1989 01-06-1989	06-06-2001 06-06-2001	Inadequate Production Inadequate Production
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Company				
Regent Insurance Company	AH/Inactive CAS/Active PROP/Active	09-02-1983 09-02-1983 09-02-1983	12-03-2008	Canceled
Reliance National Indemnity Company	AH/Inactive CAS/Inactive PROP/Inactive	03-23-1979 03-23-1979 03-23-1979	02-01-2001 02-01-2001 02-01-2001	Company Merger Company Merger Company Merger
St. Paul Fire and Marine Insurance Company	AH/Active CAS/Inactive CAS/Inactive PROP/Inactive PROP/Inactive	09-24-1987 11-28-2012 09-24-1987 11-28-2012 09-24-1987	09-30-2014 11-08-2012 09-30-2014 11-08-2012	Canceled Canceled Canceled Canceled
St. Paul Mercury Insurance Company	AH/Inactive CAS/Inactive PROP/Inactive	09-24-1987 09-24-1987 09-24-1987	07-10-2013 12-05-2009 12-05-2009	Vol. Surrender per Agent Rqst Canceled Canceled
St. Paul Protective Insurance Company	AH/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
Standard Fire Insurance Company,	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
The	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
TIG Insurance Company	AH/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
Transcontinental	AH/Inactive	04-22-1974	01-14-2008	Canceled
Insurance Company	CAS/Inactive	04-22-1974	01-14-2008	Canceled
	PROP/Inactive	04-22-1974	01-14-2008	Canceled
Transportation Insurance Company	AH/Inactive CAS/Active PROP/Active	04-22-1974 04-22-1974 04-22-1974	09-16-2008	Canceled
Travelers Casualty and Surety Company	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
· · /	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled

1				
Travelers Casualty	AH/Active	07-29-1992		
and Surety Company	CAS/Active	11-28-2012		
of America	CAS/Inactive	07-29-1992	11-08-2012	Canceled
	PROP/Active	11-28-2012		
	PROP/Inactive	07-29-1992	11-08-2012	Canceled
Travelers Casualty Company of	CAS/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
Connecticut	PROP/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company	AH/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
of America	CAS/Inactive	11-28-2012	11-25-2013	Canceled
	CAS/Inactive	10-11-2007	11-08-2012	Canceled
	CAS/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-28-2012	11-25-2013	Canceled
	PROP/Inactive	10-11-2007	11-08-2012	Canceled
	PROP/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
Travelers	CAS/Inactive	06-14-2001	12-05-2009	Canceled
Commercial Insurance Company	CAS/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-14-2001	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Constitution State	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
Insurance Company	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
Travelers Home and	CAS/Inactive	11-28-2012	11-25-2013	Canceled
Marine Insurance	CAS/Inactive	07-25-2007	11-08-2012	Canceled
Company, The	PROP/Inactive	11-28-2012	11-25-2013	Canceled
	PROP/Inactive	07-25-2007	11-08-2012	Canceled
Travelers Indemnity	CAS/Inactive	08-06-1996	12-05-2009	Canceled
Company of America, The	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Travelers Indemnity	AH/Inactive	08-06-1996	01-14-2009	Canceled
Company of	CAS/Inactive	08-06-1996	12-05-2009	Canceled
Connecticut, The	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Travelers Indemnity	AH/Inactive	04-19-1974	01-14-2009	Canceled
Company, The	CAS/Inactive	04-19-1974	12-05-2009	Canceled
	PROP/Inactive	04-19-1974	12-05-2009	Canceled

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	Travelers Property Casualty Company of America	CAS/Inactive PROP/Inactive	08-07-1996 08-07-1996	12-05-2009 12-05-2009	Canceled Canceled
	United Fire & Casualty Company	CAS/Inactive PROP/Inactive	06-19-1997 06-19-1997	09-15-2014 09-15-2014	Canceled Canceled
	United Pacific Insurance Company	AH/Inactive CAS/Inactive PROP/Inactive	03-23-1979 03-23-1979 03-23-1979	02-13-2001 02-13-2001 02-13-2001	Company Merger Company Merger Company Merger
	United States Fidelity and Guaranty Company	AH/Inactive CAS/Inactive PROP/Inactive	06-23-1995 06-23-1995 06-23-1995	01-14-2009 12-05-2009 12-05-2009	Canceled Canceled Canceled
	Universal Surety Company	CAS/Active	04-17-2002		
	USF&G Insurance Company of Wisconsin	AH/Inactive CAS/Inactive PROP/Inactive	06-23-1995 06-23-1995 06-23-1995	01-01-2001 01-01-2001 01-01-2001	Company Merger Company Merger Company Merger
	Valley Forge Insurance Company	AH/Inactive CAS/Active PROP/Active	04-22-1974 04-22-1974 04-22-1974	09-16-2008	Canceled
	Vigilant Insurance Company	AH/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
a de la de la dela de la dela dela dela		CAS/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
		PROP/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
	Washington International Insurance Company	CAS/Active PROP/Active	06-26-2009 06-26-2009		
	Westchester Fire Insurance Company	AH/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
		CAS/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
-	un ser se	PROP/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
****	Western Surety Company	CAS/Active	02-20-1991	construction of the second sec	
	Wilcac Life Insurance Company	AH/Inactive	10-07-1981	10-10-2000	Vol. Surrender per Agent Rqst
		LI/Inactive	10-07-1981	10-10-2000	Vol. Surrender per Agent Rqst
	Zurich American	AH/Active	07-15-1997		
	Insurance Company	CAS/Active	07-15-1997		

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	PROP/Active	07-15-1997		· –	
Zurich American Insurance Company of Illinois	AH/Active CAS/Active PROP/Active	07-15-1997			

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

\$119,630.80 CONTRACTOR'S OFFICE COPY

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BID OF _____ CAPITOL UNDERGROUND, INC.

and the second second

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ANDERSON STREET SANITARY LINING REPAIR

CONTRACT NO. 7506

PROJECT NO. 53W1855

MUNIS NO. 10453

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

ANDERSON STREET SANITARY LINING REPAIR CONTRACT NO. 7506

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SECTION H: AGREEMENT	H-1
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This Proposal, and Agreement have been prepared by:

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

ket

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

RFP: mm

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:	ANDERSON STREET SANITARY LINING REPAIR
CONTRACT NO.:	7506
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 3, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	APRIL 3, 2015
BID SUBMISSION (1:00 P.M.)	APRIL 10, 2015
BID OPEN (1:30 P.M.)	APRIL 10, 2015
PUBLISHED IN WSJ	MARCH 27 & APRIL 3, 2015

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (<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

<u>Bui</u>	din	g Demolition					
101		Asbestos Removal	110		Building Demolition		
120	Ľ	House Mover					
Stre	et	Utility and Site Construction			· · · · · ·		
201			270		Retaining Walls, Reinforced Concrete		
205	F	5			Sanitary, Storm Sewer and Water Main		
210			2.0	8-m3	Construction		
215	Ē		276	П			
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	280	_			
221		Concrete Bases and Other Concrete Work	285	_			
222		Concrete Removal	290		•		
225		Dredging	295				
230		Fencing	300				
235			305	=	Storm & Sanitary Sewer Laterals & Water Svc.		
240		Grading and Earthwork		_	Street Construction		
241	Π	Horizontal Saw Cutting of Sidewalk	315	_			
242	H	Infrared Seamless Patching			Tennis Court Resurfacing		
245		Landscaping, Maintenance			Traffic Signals		
250		Landscaping, Site and Street			Traffic Signing & Marking		
251		Parking Ramp Maintenance			Tree pruning/removal		
252		Pavement Marking	333				
255		Pavement Sealcoating and Crack Sealing			Trucking		
260		Petroleum Above/Below Ground Storage			Utility Transmission Lines including Natural Gas,		
, 200	i	Tank Removal/Installation	540	Ц	Electrical & Communications		
262		Playground Installer	399				
265	H		399	ш			
200		Retaining Walls, Freeast Modular Onits					
Brid	qe	Construction					
		Bridge Construction and/or Repair					
<u>Buil</u>	din	<u>a Construction</u>					
401		Floor Covering (including carpet, ceramic tile installation,	437		Metals		
		rubber, VCT	440		Painting and Wallcovering		
402		Building Automation Systems	445		Plumbing		
403		Concrete	450		Pump Repair		
404		Doors and Windows	455		Pump Systems		
405		Electrical - Power, Lighting & Communications	460		Roofing and Moisture Protection		
410		Elevator - Lifts	464		Tower Crane Operator		
412		Fire Suppression			Solar Photovoltaic/Hot Water Systems		
413		Furnishings - Furniture and Window Treatments	465		Soil/Groundwater Remediation		
415		General Building Construction, Equal or Less than \$250,000	466		Warning Sirens		
420	Ē	General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks		
425		General Building Construction, Over \$1,500,000			Water Supply Weils		
428		Glass and/or Glazing			Wood, Plastics & Composites - Structural &		
429		Hazardous Material Removal		_	Architectural		
430		Heating, Ventilating and Air Conditioning (HVAC)	499		Other		
433		Insulation - Thermal	.00	استبا	o (1) (
435	П						
	<u></u>	meaning for particip					
Stat	е о	f Wisconsin Certifications					
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet a	and clo	ser	to inhabited buildings for guarries, open pits and		
÷ .	لسبيا	road cuts.					
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet a	and cic	ser	to inhabited buildings for trenches, site		
-	 _	excavations, basements, underwater demolition, underground					
3		Class 7 Blaster - Blasting Operations and Activities for structur					
Ŭ		the objects or purposes listed as "Class 5 Blaster or Class 6 B	<u> </u>		that to in height, blages, towers, and any or		
4					(Attach conies of State Certifications)		
5	H	 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.			destruction of the state of a first second state of the s		
6	Ш	Certification number as a Certified Arborist or Certified Tree W	orker	as a	ummistered by the international Society of		
-	-	Arboriculture					
7	Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and						
•	_	landscape (3.0) and possess a current license issued by the DATCP)					
8	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.citvofmadison.com/dcr/aaTBDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 **Good Faith Efforts**

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

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

2.4.2.1.1 Cover Page, Page C-6; and

2.4.2.1.2 **Summary Sheet,** C-7.

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

2.4.2.2.1 Cover Page, Page C-6;

2.4.2.2.2 Summary Sheet, C-7; and

2.4.2.2.3 **SBE Contact Report,** C-8 and C-9. (A <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

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

SECTION D: SPECIAL PROVISIONS

ANDERSON STREET SANITARY LINING REPAIR CONTRACT NO. 7506

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

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

SECTION 102.10: PREVAILING WAGE

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



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

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

 \boxtimes

Building or Heavy Construction

Sewer, Water, or Tunnel Construction

Local Street or Miscellaneous Paving Construction

Residential or Agricultural Construction

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 104: SCOPE OF WORK

This project involves the removal and installation of 347 feet of 24 inch diameter sanitary sewer main. The old sanitary sewer being replaced is a 24 diameter vitrified clay sewer main with a pipe liner inside of it that is in poor condition.

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

ARTICLE 104.4: INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

ARTICLE 105.1: <u>AUTHORITY OF THE ENGINEER</u>

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

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

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

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

ARTICLE 107.7: MAINTENANCE OF TRAFFIC

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings).

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days, prior to the preconstruction meeting. The Traffic Control Plan shall include signing and phasing schedule with the dates of lane closures. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Two-way traffic shall be maintained on Anderson St at all times.

No work shall encroach into or impact traffic lanes on Anderson St during peak traffic hours (7:00 AM – 8:30 AM and 4:00 PM – 5:30 PM, weekdays).

Any bicycle lane or path closure shall conform to City of Madison Standard Detail Drawing 6.30, including the proper placement of all applicable signing.

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

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

The Contractor shall be aware that there is a bus route running twice per hour, eastbound, on Anderson St.

Contact Luke Peters, Traffic Engineering Division, 267-1969, with any questions concerning these traffic control specifications.

ARTICLE 107.8: NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

ARTICLE 108.2: PERMITS AND LICENSING

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

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

The City will obtain the necessary sewer extension permits from the WDNR.

ARTICLE 109.2:

PROSECUTION OF WORK

The Contractor shall begin work at the earliest on <u>JUNE 9, 2015</u> and no later than <u>OCTOBER 20, 2015</u>. The total time of completion of the contract shall be <u>TWENTY ONE (21) CALENDAR DAYS</u> after construction starts including all dewatering well installations.

The start date is flexible because of project being located in an area that experiences high groundwater elevations.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 A.M. to 7:00 P.M.

BID ITEM 20101 - EXCAVATION CUT/UNDERCUT

Excavation quantities to undercut the pipe trench for poor soils is to be made payable under this bid item. Any other work involving the final grading, placement of fill and placement of topsoil shall be incidental to their respective Bid Items. The Construction Engineer shall determine if the trench below the proposed pipe is an acceptable base. Contractor shall place Geotextile Fabric Type SAS Non Woven (**BID ITEM 20140**) will be placed over the native ground after the undercut undercut is complete and Breaker Run shall be placed (**BID ITEM 20219**) over the geotextile fabric. This bid item may not be needed if the Construction Engineer determines that the native soils found in the trench are an acceptable base material.

BID ITEM 20109 - FINISH GRADING

The Contractor will be required to regrade the area after all underground construction activities have been completed. The ditching and general grading shall be regarded to match the existing conditions.

BID ITEM 20217 - CLEAR STONE 3"

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized in **BID ITEM 21011 - CONSTRUCTION ENTRANCE** and as part of the construction of **BID ITEM 21014 - CLEAR STONE BERM(DITCH CHECK)**.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton in place.

BASIS OF PAYMENT

Clear Stone shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEM 21014 CLEAR STONE BERM (DITCH CHECK)

Work under this item shall include installation of an erosion control berm as directed in the field for erosion control. This item shall include the following:

- 1. Typical berm height of three (3) feet
- 2. Depth of berm from front to back will vary with height but will typically include 1:1 slopes and a two (2) foot flat top. So for standard height the depth will be eight (8) feet;
- 3. Width as determined in the field;
- 4. Consist of three (3) inches clear stone paid under BID ITEM 20217;

Payment shall be on as each berm is constructed, and includes all necessary maintenance (as directed by the Construction Engineer) and removal of the berm. Payment for the required stone shall be per ton and paid under **BID ITEM 20217.**

BID ITEM 21011 CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. The Construction Engineer shall locate construction Entrances and the Contractor based on site needs.

ARTICLE 501 SEWERS AND SEWER STRUCTURES

SANITARY SEWER GENERAL

The Sanitary Sewer Designer for this project is Mark Moder, Phone: 261-9250, mmoder@cityofmadison.com.

Sanitary sewer pipe work shall include removing and installing a 347' of 24" diameter sanitary sewer interceptor (PVC ASTM F679 PS-46) on Anderson Street in accordance with the Standard Specifications. The old pipe being replaced is a vitrified clay pipe with a Cured in Place pipe liner inside of it. The

contractor will need to sawcut the old liner pipe where the new sewer main is to connect. Contractor is advised to avoid pulling the liner removing the existing sewer because the liner inside the clay sewer is a continuous pipe.

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

Undercut may be required per the soil testing results. Additional excavation cut (including undercut), geoflexible fabric and breaker run have been bid to take this into account.

BID ITEM 50202 TYPE II DEWATERING

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection and dewatering that will be necessary for the sanitary sewer main installation. It is anticipated that with the high groundwater table, that dewatering will be necessary with Point wells. Placing a pump in the trench will be considered Type 1 Dewatering which is considered incidental to the pipe installation.

BID ITEM 50361 WASTEWATER CONTROL

Work under this bid item shall include providing adequate wastewater control (bypass pumping of the sewer being replaced) in order to install the new sanitary sewer. It is estimated that 1000 gpm of bypass pumping will be required at a minimum. If additional pumping is required it shall be considered incidental to this bid item at the expense of the Contractor. The lift station wet well may be used for the bypass pumping. All work shall be done in conformance of Part V of the City of Madison Standard Specifications for Public Works Construction.

BID ITEM 50801 UTILITY LINE OPENING (ULO)

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

BID ITEM 90030 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out on the plan or by the Engineer, Sewer Access Structure barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be a minimum of nine (9) inches wide. The seal shall consist of a flexible rubberized seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

Acceptable products and manufacturers are the following:

- 1) Mac Wrap, Mar Mac Manufacturing Company, Inc.
- 2) NPC External Joint Seal, NPC, Inc.
- 3) EZ-Wrap, Press-Seal Gasket Corporation

4) Riser-Wrap, Pipeline Seal and Insulator

Alternate Manufacturers and products not listed above are subject to pre- approval by the Engineer.

METHOD OF MEASUREMENT

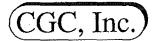
External Sewer Access Structure Joint Seal shall be measured as each joint of the sewer access structure sealed as described above

BASIS OF PAYMENT

External Sewer Access Structure Joint Seal shall be paid at the contract price for work as described and measured above including all work, materials (including all required fittings and accessories), labor, and incidentals.

SOIL BORINGS

D-7



Construction • Geotechnical Consulting Engineering/Testing

June 2, 2008 C08070-2



Mr. Mark Moder, P.E. City of Madison Engineering Dept. City-County Building, Room 115 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3345

Re: Geotechnical Services Truax Area Sanitary Sewer Repair Madison, Wisconsin

Dear Mr. Moder:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, one soil boring was drilled just south of the existing sanitary sewer alignment approximately 225 ft east of the lift station. We understand repairs to the existing 24-in. line are necessary. The boring was performed on May 29, 2008 at a location selected by you and modified (with your consent) to avoid overhead utilities. At your request, an all-terrain drill rig (ATV) with low pressure tires was used in order to prevent potential damage to the existing clay pipe that could have resulted from the concentrated weight of a truck-mounted rig. Note we remain unaware of the depth of the existing pipe which you estimated at approximately 10 ft below ground surface. The location of the boring is shown on a boring location plan provided to us (copy attached in Appendix A). An elevation at the boring location was not obtained but can be at a later date upon request. The following paragraphs discuss our observations and provide opinions relative to utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The boring was drilled to a depth selected by City personnel utilizing the services of Badger State Drilling under subcontract to CGC using an all terrain-mounted, rotary CME-750 drill rig utilizing hollow-stem auger and rotary wash/drilling mud techniques. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring location. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made at the boring during and shortly after drilling, which are shown on the bottom of the boring log. *Note groundwater was encountered approximately 3 ft below ground surface at the boring location*. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby stream and lake stages, etc. Upon completion of drilling, the boring was backfilled to satisfy WDNR requirements and the soil samples delivered to our laboratory for visual classification (with laboratory testing not desired by the City). The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final log prepared by the engineer and a description of the USCS are presented in Appendix A.

2921 Perry Street, Madison WI 53713 Telephone: 608/288-4100 FAX: 608/288-7887



Mr. Mark Moder City of Madison Engineering Dept. June 2, 2008 Page 2

The attached boring log outlines a soil profile consisting of 8 in. of topsoil over 3.5 ft of loose, silty sand fill materials. A 2 ft layer of very dense sand and gravel present beneath the silty sands is considered possible fill and rests atop 8.5 ft of medium dense native sands. A one foot layer of soft to very soft clay layered with silt was encountered beneath the sands to the maximum depth explored. Please refer to the final log included in Appendix A for additional information specific to the boring location.

UTILITY CONSTRUCTION

The groundwater level observed at the boring location is of significant concern for this project. We anticipate that dewatering will be necessary along the entire length of the sanitary sewer alignment. Furthermore, the dewatering efforts will likely require well points rather than sump pits typically used in city utility rehabilitation projects, depending on the actual depth of the installation. For example, an estimated pipe invert depth of 10 ft (below ground surface) and observed groundwater level of 3 ft would require a drawdown of *at least* 7 ft prior to installation. Additional details can be provided upon request.

Should the utility alignment coincide with soft/loose conditions (such as the soft to very soft clay encountered 14 ft below ground surface at the boring location), we recommend that the material be undercut a minimum of 12 inches and replaced with additional bedding, possibly underlain by a geotextile. Breaker rock may also be necessary to stabilize trench bases. Again, additional details can be provided upon request.

We appreciate this opportunity to be of service on this project and look forward to working with you should further assistance be necessary as the job proceeds. Other information regarding this report and its limitations is included in Appendix C.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

Michael N Schulte

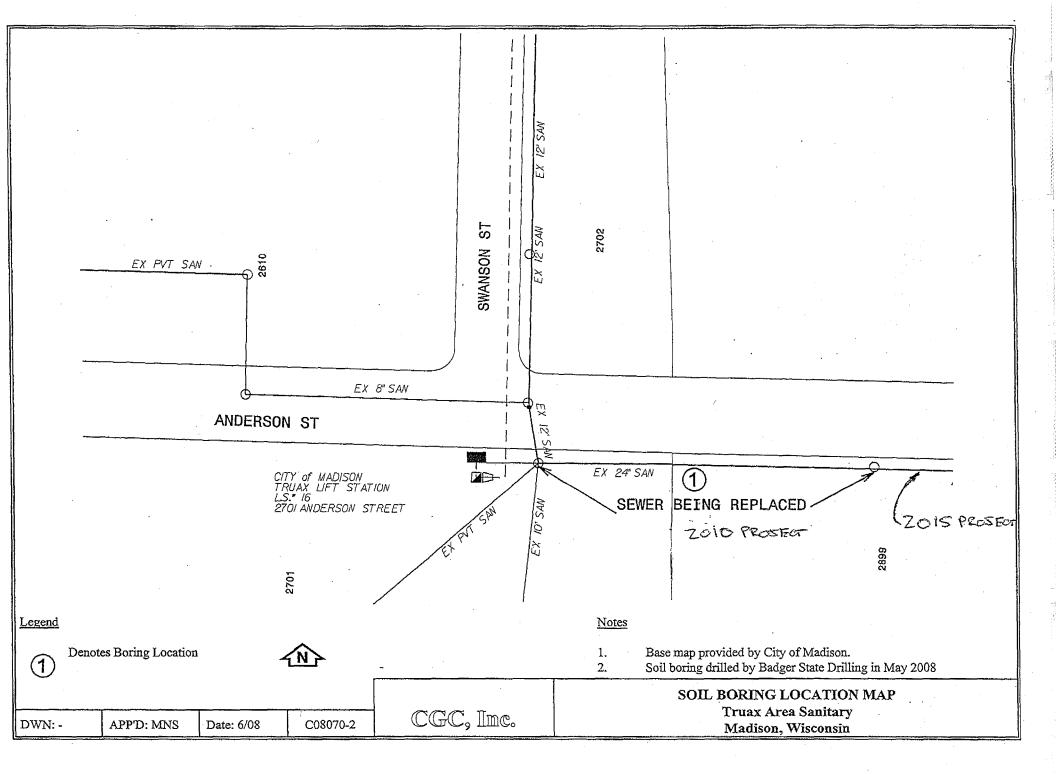
Michael N. Schultz, P.E. Principal/Consulting Professional

Encl: As stated

cc: Ms. Christy Bachmann, City of Madison, Eng. Division

APPENDIX A

SOIL BORING LOCATION MAP LOG OF TEST BORING (1) LOG OF TEST BORING-GENERAL NOTES UNIFIED SOIL CLASSIFICATION SYSTEM



···						LOG OF TEST BORING		Boring No.		1		
	CGC Inc.				Project Truax Sanitary 225'E of Swanson, 65'S of Anderson Centerline Location Madison, Wisconsin			Boring No. 1 Surface Elev. (ft)				
	SA	MPL	E	_ 2921	. Pei	VISUAL CLASSIFICATION	608)	288-7887	PRO	PEF	RTIE	S
No.	T Rec P (in.)	Moist	N	Depth		and Remarks		qu (qa) (tsf)	W	LL	PL	L
						FILL: Black Topsoil to 0'8"						
1	15	M	3			Very Loose, Silty Sand to 3'6"						
				†− j⊈								
2	. 5	W	60		· · · · · · · · · · · · · · · · · · ·	Very Dense, Gray SAND and GRAVEL, Trace Si (SP/GP) (Possible Fill)	lt					
				- 5- -	후 교 							
3	18	w	23	<u> </u>		Medium Dense, Gray Fine to Coarse SAND, Little Gravel, Trace Silt (SP)	3		×			
				+ -								
4	13	W	25	<u> </u> 								
				 - 10- -								
			,									
5	10	w	18									
			_	F		Soft, Gray Lean CLAY, Occasional Sand Partings and Lenses of Silt (CL)		(0.25)				
				└ 15 └	110	End Boring at 15 ft						
						Borehole backfilled with bentonite chips						
				r F		r						
- N												
				F							:	
1		1	1	- 20-				ENERA				

CGC, Inc.

LOG OF TEST BORING

General Notes

Size

Descriptive Soil Classification

GRAIN SIZE TERMINOLOGY

Soll Fraction	Particle Size	U.S. Standard Sleve
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse		, 3/4" to 3"
Fine	4.76 mm to 3/4"	#4 to 3/4"
Sand: Coarse	2.00 mm to 4.76 mm	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0,42 mm	#200 to #40
Silt	0.005 mm to 0.074 mm	Smaller than #200
Clay	Smaller than 0.005 mm	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

Term

GENERAL TERMINOLOGY

RELATIVE DENSITY

Very Loose 0-4

Loose 4-10

Medium Dense 10-30

Very Dense Over 50

"N" Value

Physical Characteristics
Color, moisture, grain shape, fineness, etc.
Major Constituents
Clay, silt, sand, gravel
Structure
Laminated, varved, fibrous, stratified,
cemented, fissured, etc.
Geologic Origin
Giacial, alluvial, eolian, residual, etc.

RELATIVE PROPORTIONS OF OF COHESIONLESS SOILS

Proportional	Defining Range by
Term	Percentage of Weight
Тгасе	
Some	
And	

ORGANIC CONTENT BY COMBUSTION METHOD

Soll Description	Loss on Ignition
Non Organic	Less than 4%
Organic Silt/Clay	
Sedimentary Peat	
Fibrous and Woody Peat	More than 50%

CONSISTENCY

Term	q _u -tons/sq. ft.
Very Soft	0.0 to 0.25
Soft	0.25 to 0.50
Medium	0.50 to 1.0
Stiff	1.0 to 2.0
Very Stiff	2.0 to 4.0
Hard	Over 4.0

PLASTICITY

Term	Plastic Index
None to Slight	0-4
Slight	
Medium	
High to Very High .	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight failing 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

DRILLING AND SAMPLING

CS-Continuous Sampling RC-Rock Coring: Size AW, BW, NW, 2"W RQD-Rock Quality Designator **RB-Rock Bit** FT--Fish Tall **DC-Drove Casing** C--Casing: Size 2 1/2", NW, 4", HW CW--Clear Water DM-Drilling Mud HSA-Hollow Stem Auger FA-Flight Auger HA-Hand Auger COA-Clean-Out Auger SS--2" Diameter Split-Barrel Sample 2ST--2" Diameter Thin-Walled Tube Sample 3ST--3" Diameter Thin-Walled Tube Sample PT-3" Diameter Piston Tube Sample AS-Auger Sample WS-Wash Sample PTS-Peat Sample **PS-Pitcher Sample** NR--No Recovery S-Sounding PMT-Borehole Pressuremeter Test VS→Vane Shear Test WPT--Water Pressure Test

LABORATORY TESTS

q₁--Penetrometer Reading, tons/sq. ft. q₄--Unconfined Strength, tons/sq. ft. W--Moisture Content, % LL--Liquid Limit, % PL--Plastic Limit, % SL--Shrinkage Limit, % LI--Loss on Ignition, % D--Dry Unit Weight, Ibs/cu. ft. pH--Measure of Soil Alkalinity or Acidity FS--Free Swell, %

WATER LEVEL MEASUREMENT

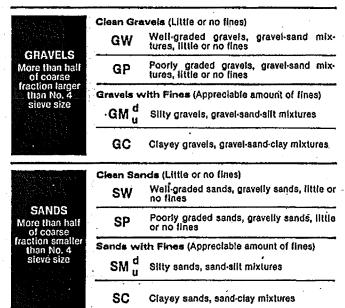
✓ --Water Level at time shown NW--No Water Encountered WD--While Drilling BCR--Before Casing Removal ACR--After Casing Removal CW--Caved and Wet CM--Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in conesive solis.

UNIFIED SOIL CLASSIFICATION SYSTEM

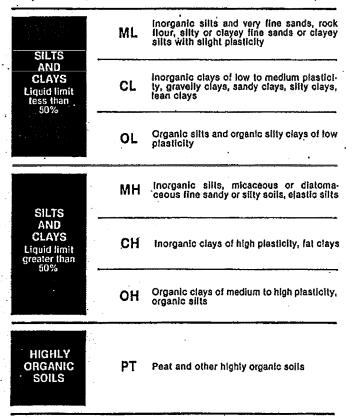
COARSE-GRAINED SOILS

(More than half of material is larger than No. 200 seive size.)



FINE-GRAINED SOILS

(More than half of material is smaller than No. 200 sieve.)

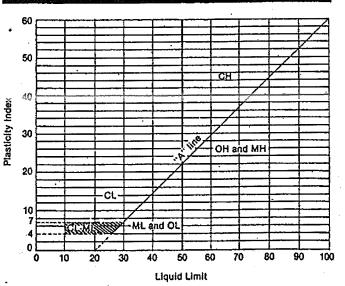


LABORATORY CLASSIFICATION CRITERIA

GW	$C_{ij} = \frac{D_{44}}{D_{14}}$ greater than 4; $C_{ij} =$	(D ₁₀ XD ₄₀) between 1 and 3
GP	Not meeting all gradation rec	uirements for GW
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are
GC.	Atterberg limits above "A" line with P.I. greater than 7	borderline cases requiring use of dual symbols
sw	$C_{tr} = \frac{D_{40}}{D_{10}}$ greater than 6; $C_{c} = -$	D ₁₀ XO ₄₀ between 1 and 3
SP	Not meeting all gradation rec	guirements for SW
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases
sc	Atterberg limits above "A" line with P.I. greater than 7	requiring use of dual sym- bols.
Depen sleve Les	nine percentages of sand and ding on percentage of fines (I size), coarse-grained soils are c s than 5 per cent	lassified as follows:

5 to 12 per cent Borderline cases requiring dual symbols





For classification of fine-grained solis and fine fraction of coarse-grained solis.

Atterberg Limits plotting in hatched area are borderline classifica-tions requiring use of dual symbols. Equation of A-line: PI = 0.73 (LL - 20)

APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. The rock, boulders or concrete pieces should contain finer material to fill in void spaces between the larger material.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at a moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 1.

		Percent (Compaction ⁺
Area		Clay/Silt	Sand/Gravel
Within 10	feet of building lines		
•	Footing bearing soils	93-95	95
•	Under floors, steps and walks		
•	 Lightly loaded floor slab Heavily loaded floor slab & thicker fill zones 	90 92	90 95
Beyond 10) feet of building lines		
•	Under walks and pavements		
÷.	- Less than 2 ft below subgrade	92	95
	- Greater than 2 ft below subgrade	90	90
•	Landscaping	85	90

Table 1Compaction Guidelines

NOTES:

+

Based on Modified Proctor (ASTM D 1557)

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisturemaximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

APPENDIX C

DOCUMENT QUALIFICATIONS

APPENDIX C DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction, CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services. This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineer who prepared it. And no one - not even you - should apply the report for any purpose or project except the one originally contemplated.

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, projectspecific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or

completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINIONS

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's recommendations if we do not perform construction observation*.

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having CGC participate in prebid and preconstruction conferences, and by providing construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONTRACTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

GEOENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of ASFE, for more information.

Modified and reprinted with permission from:

ASFE 8811 Colesville Road, Suite G 106 Silver Spring, MD 20910

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE ANDERSON ST SANITARY LINING REPAIR

CONTRACT NO. 7506

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

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

through ______ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)

- 2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- 3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- 4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- 5. certify that all herein made 1 hereby statements are behalf of on CAPITOL UNDERGROUND (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of wiscows ful a partnership consisting of ; an individual trading as

; of the City of <u>Sad Pentate</u> State of <u>State</u>; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

HUNATURE

P.M.

TITLE, IF ANY

Sworn and subscribed to before me this 10^{TH}	desitifinAPRIC 2015	
	CONWELL MILL	
(Notary Public of other officer authorized to aduft	inister gaths)	
My Commission Expires 7/10/14 E &	NO Z	
Bidders shall not add any conditions or qualifying	statements to this Roposal.	
Eatin		
	CATE OF MIN	

Contract 7506 – Capitol Underground, Inc.

Section F: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

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

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

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

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

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

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box City, State and Zip Code

Best Value Contracting

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

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

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

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

⁴Contractor 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)

Γ BRICKLAYER

Γ CARPENTER

Γ **CEMENT MASON / CONCRETE FINISHER**

Γ CEMENT MASON (HEAVY HIGHWAY)

R CONSTRUCTION CRAFT LABORER

Γ DATA COMMUNICATION INSTALLER

Γ ELECTRICIAN

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

Γ GLAZIER

Z HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

Γ INSULATION WORKER (HEAT and FROST)

Γ **IRON WORKER**

Γ IRON WORKER (ASSEMBLER, METAL BLDGS)

Γ PAINTER and DECORATOR

PLASTERER

Γ PLUMBER

RESIDENTIAL ELECTRICIAN

Γ **ROOFER and WATER PROOFER**

Γ SHEET METAL WORKER

Γ SPRINKLER FITTER

STEAMFITTER

Γ STEAMFITTER (REFRIGERATION)

Γ STEAMFITTER (SERVICE)

TAPER and FINISHER

Γ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

Γ TILE SETTER

Γ

CONTRACT NO. 7506

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:	Capitol Underground, Inc.
Address:	782 Lois Dr. Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Brent Conwell / Controller

Prime Bidder Certification

Name:	James Lee
Title:	Project Manager
Company:	Capitol Underground, Inc.

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

dder's Signature

Witness' Signature

4/10/15

Date

CONTRACT NO. 7506

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Tota Bid Amou	
JR's Construction & Landscaping Restoration		7	%
			%
		an de la merio de COSTO de como en la como en la presentación de la como de la presentación de la como de la co	%
			%
na sense na na na sense sense na sense na sense na na na na na sense na sense na sense na sense sense na sense	ning bela waa da		%
			%
			%
		en ja seksta keine anton sei en en son paksikanga ange engehant Alban ange anton sensen in an anton sei anton se	%
			%
			%
			%
		en terrester en	%
			%
Subtotal SBE who are NOT suppliers:	a an an ann an 1929. Ag san a g-ann an Anna an		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Util	ized	Type of Work	% of Total Bid Amount
			%
			%
		·	%
enter regiu a companya and a company	·		%
<u></u>			%
	· · · · · · · ·		%
Subtotal Contractors	who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of	SBE Utilization: 7	%	

ANDERSON STREET SANITARY LINING REPAIR

CONTRACT NO. 7506

Date: 4/10/2015

		Capitol Underground, Inc.		
ltem 🖉	Quantity	Price	Extension	
Section B: Proposal Page				
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER	1.00	* 4 175 00	<i>.</i>	
INSTALLATION - L.S.	1.00	\$1,475.00	\$1,475.00	
10914.0 - MOBILIZATION FOR SANITARY SEWER	(<i>• (= • • • • • • • • • • • • • • • • • • </i>	
INSTALLATION - L.S.		\$15,900.00	\$15,900.00	
20101.0 - EXCAVATION CUT/ UNDERCUT - C.Y.	60.00	\$24.75	\$1,485.00	
20109.0 - FINISH GRADING - L.S.	1.00	\$2,515.00	\$2,515.00	
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - S.Y.	154.00	\$3.75	\$577.50	
20217.0 - CLEAR STONE 3" - Ton	75.00	\$15.20	\$1,140.00	
20219.0 - BREAKER RUN (UNDISTRIBUTED UNDERCUT) - Ton	129.00	\$11.40	\$1,470.60	
20221.0 - TOPSOIL - S.Y.	1333.00	\$4.00	\$5,332.00	
20701.0 - TERRACE SEEDING - S.Y.	1333.00	\$1.40	\$1,866.20	
21001.0 - EROSION CONTROL PLAN AND IMPLEMENTATION -			· •	
L.S.	1.00	\$750.00	\$750.00	
21002.0 - EROSION CONTROL INSPECTION - EACH	3.00	\$400.00	\$1,200.00	
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$420.00	\$420.00	
21013.0 - STREET SWEEPING - L.S.	1.00	\$1,095.00	\$1,095.00	
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	1.00	\$280.00	\$280.00	
21021.0 - SILT FENCE COMPLETE - L.F.	450.00	\$2.40	\$1,080.00	
		.	** *** **	
21062.0 - EROSION MATTING, CLASS 1, URBAN TYPE B - S.Y.	1333.00	\$1.60	\$2,132.80	
50103.0 - RECONSTRUCT BENCH & FLOWLINES - EACH	1.00	\$1,410.00	\$1,410.00	
50202.0 - TYPE II DEWATERING - L.S.	1.00	\$24,350.00	\$24,350.00	
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	347.00	\$0.10	\$34.70	
50307.0 - 24" PVC SANITARY SEWER ASTM F-679 PS-46 - L.F.	347.00	\$132.00	\$45,804.00	
50357.0 - COMPRESSION COUPLING - EACH	1.00	\$1,054.00	\$1,054.00	
50361.0 - WASTEWATER CONTROL - L.S.	1.00	\$6,000.00	\$6,000.00	
50791.0 - SANITARY SEWER TAP - EACH	1.00	\$1,075.00	\$1,075.00	
50801.0 - UTILITY LINE OPENING(UNDISTRIBUTED) - EACH	1.00	\$690.00	\$690.00	
90030.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT		•.	•	
SEAL - EACH	2.00	\$247.00	\$494.00	
Totals			\$119,630.80	



Department of Public Works City Engineering Division

Larry D. Nelson, P.E. City Engineer

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

BIENNIAL BID BOND

608 266 4751

Deputy City Engineer Robert F. Phillips, P.E

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

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

> Operations Supervisor Kathleen M. Cryan

Hydrogeologist Joseph L. DeMorett, P.G.

GIS Manager David A. Davis, R.L.S. Financial Officer Steven B. Danner-Rivers

Capitol Underground, Inc.

(a corporation of the State of <u>Wisconsin</u> (individual), (partnership), (hereinafter referred to as the "Principal") and Western Surety Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of <u>February 1</u>, 2014 through <u>January 31</u>, 2016

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

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

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

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

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

PRINCIPAL

CAPITOL UNDERGROUND, INC.		December 9, 2013	
COMPANY NAME	AFFIX SEAL	DATE	
By: Kanda Marcun SIGNATURE AND TITLE	she Presi	dent	
SURETY			
WESTERN SURETY COMPANY		December 9, 2013	
COMPANY NAME	AFFIX SEAL	DATE	· .
•			•
By: John W K		torney-in-Fact	
		ent for the Surety in Wisconsin under 2014, and appointed a	
		ower of attorney has not been revoke	
	•		
December 9, 2013		Sala Lee 1. Jack	0

DATE

AGENT John W. Walsh c/o cobb Strecker Dunphy & Zimmermann, Inc. 4726 East Towne Blvd, Ste. 230

ADDRESS

Madison, WI 53704 CITY, STATE AND ZIP CODE

608-242-2550 TELEPHONE NUMBER

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

Project:

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

February 1, 2014 to January 31, 2016

NAME OF SURETY

Western Surety Company

NAME OF CONTRACTOR

Capitol Underground, Inc.

CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRÈSENTATIVE

9,2013

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Betsy K Wright, John W Walsh, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2012.



WESTERN SURETY COMPANY

T Bruflat, Vice President

State of South Dakota County of Minnehaha

On this 15th day of October, 2012, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

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SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA
fannen an

ohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 9th day of December 2013



WESTERN SURETY COMPANY

Relson

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Fifteen between <u>CAPITOL UNDERGROUND, INC.</u> hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>MAY 5, 2015</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

ANDERSON STREET SANITARY LINING REPAIR CONTRACT NO. 7506

- 2. **Completion Date/Contract Time**. Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL</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 HUNDRED NINETEEN THOUSAND</u> <u>SIX HUNDRED THIRTY AND 80/100</u> (\$119,630.80) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

4. Wage Rates for Employees of Public Works Contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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

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

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

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

5.

b.

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

6.

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

ANDERSON STREET SANITARY LINING REPAIR CONTRACT NO. 7506

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:	CAPITOL UND	ERGROUND, INC	•
	Company Name		
Witness	<u>5/6/15</u> <u>Kardan</u> Date President	Moraus	<u>le 5/6/15</u> Date
Witness	514115. Jue Mu-	<u> </u>	<u>5/6/15</u> Date
CITY OF MADISON, WISCONSIN Provisions have been made to pay that will accrue under this contract. Man black Finance Director Signed this 15m day Mitness Witness	the liability Approved as to for for City Attorney of Mayor <u>Maubeth</u> City Clerk	srm: A.All 2015 Notzet-Bet	<u>S- 1S-15</u> Date <u>J 5-11-2015</u> Date
			•

Bond No. 929576877

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we CAPITOL UNDERGROUND, INC. as principal, WESTERN SURETY COMPANY and

Chicago, IL Company of as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED THIRTY AND 80/100 (\$119,630.80) 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:

ANDERSON STREET SANITARY LINING REPAIR CONTRACT NO. 7506

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 this6	ithday d	of May, 201	5
	Countersigned:		CAPITOL UNDERGROUND, INC.	
	Witness		President	Warausle Seal
	Secretary			
	Approved as to form:		WESTERN SURETY CO	OMPANY
	ALA	100	Surety ☐ Salary Employee	Seal 🕅 🕅 Seal
<u> </u> -	City Attorney	li	By Attorney-in-Fact	John W. Walsh
	This certifies that I have been License No. <u>168955</u> authority to execute this payment	forthe year 20	15 and appointed	as attorney-in-fact with
	May 6, 2015		John W	, Wall
-	Date		Agent Signature John	n W. Walsh

John W. Walsh

Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Betsy K Wright, John W Walsh, Ross S Squires, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of July, 2014.

WESTERN SURETY COMPANY



Paul T. Bruflat. Vice President

State of South Dakota County of Minnehaha

On this 28th day of July, 2014, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

J. MOHR SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA

07	Nohr)
7		J.

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 10^{44} day of 30^{44} day of 20/5.



WESTERN SURETY COMPANY

Relson , Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION J: PREVAILING WAGE RATES

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

DETERMINATION NU	MBER: 201500014
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MADISON
PROJECT LOCATION	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

	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 Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	18.66	51.48
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.72	16.00	48.72
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
107	Cement Finisher	31.98	12.04	44.02
108	Drywall Taper or Finisher	26.05	18.23	44.28
109	Electrician Future Increase(s): Add \$1.20/hr on 6/1/15; Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.82	19.67	54.49
110	Elevator Constructor	43.84	27.09	70.93

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

Detelli				Page 5 01
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
132	Refrigeration Mechanic Future Increase(s): Add \$1.80 on 6/1/15	44.20	18.26	62.46
133	Roofer or Waterproofer	29.40	11.31	40.71
134	Sheet Metal Worker	34.45	22.54	56.99
135	Steamfitter Future Increase(s): Add \$1.80/hr on 6/1/15.	44.20	18.26	62.46
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	12.74	35.24
138	Temperature Control Installer	42.95	15.04	57.99
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	26.76	58.36
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.90	9.83	31.73
	TRUCK DRIVERS		. ,	······································
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	32.89	18.96	51.85
			······	

18.00

21.99

39.99

203 Three or More Axle

Determination No. 201500014

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

HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
504	Work Performed on the Great Lakes Including Diver, Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36

Determ	nination No. 201500014			Page 8 of 32
	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> \$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.		20.40	55.86
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA		/ORK	
<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> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	36.67	19.78	56.45
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.		19.78	55.20
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	19.78	54.00

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or		19.78	53.47
	Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.			:
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
13	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	30.99	19.78	50.77
14	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
15	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	33.12	19.35	52.47
16	Fiber Optic Cable Equipment	28.89	17.95	46.84

SEWER, WATER OR TUNNEL CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.13	20.61	54.7 4
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	42.95	17.81	60.76
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30

Determ	ination No. 201500014			Page 12 of
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>	TOTAL
OODL	TRADE OR OCCOPATION	<u>0F FAT</u> \$	<u>BENEFIIS</u> \$	\$
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	25.18	18.31	43.49
	Future Increase(s): Add \$1.15/hr on 6/1/2015.			
	Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		· .	•
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.50	4.97	. 24.47
	LABORERS		~	
	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> \$
301	General Laborer	26.34	15.13	41.47
	Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016			
	Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool: Add \$ 55 for pipelover. Add			
	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.	100 C		

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

Determ	Determination No. 201500014			Page 14 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> \$
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.	30.82	18.96	49.78
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.69	18.46	49.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.19	18.96	49.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

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

	nination No. 201500014			Page 16 of :
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> \$
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.29	46.89
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.73	12.17	33.90
	TRUCK DRIVERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u>	HOURLY FRINGE <u>BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s):	30.27	21.15	51.42
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine			
205	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	23.16	21.13	44.29

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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
ODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u>	FRINGE <u>BENEFITS</u>	<u>TOTAL</u>
	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.	,		1 <u>.</u>
11	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
4	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO		, <u></u>	-
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY	
DDE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
31	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal	37.72	21.15	58.87
	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).	r .		
	Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,	-		
	Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of			
	this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
32	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or		21.15	58.37
	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.	i		
	Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.		- -	
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christman Day, 2) Add \$1 50/br pight work promium	. .	· .	
	Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			

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C)ei	termi	nation	No.	201	500014	

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

See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.

Determ	ination No. 201500014			Page 20 of 32
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE		тоты
CODE	TRADE OR OCCUPATION	OF PAY \$	<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	36.46	21.15	57.61
	Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical			· .
	Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without			
	Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;			
	Add \$1.25/hr on 6/1/2017. Premium Increase(s):			
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &			
	Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of			
~	this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	*		
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	36.17	21.15	57.32
	Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic			
	rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

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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> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	3	20.40	55.86

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

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

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

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

Determ	ination No. 201500014			Page 24 of 32
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> \$
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
304	Flagperson or Traffic Control Person	19.06	14.29	33.35
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATO CONCRETE PAVEMENT OR BRIDGE			
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> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting	37.72	21.15	58.87
	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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
	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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &	· · ·		·
	 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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine 	· · ·		· · · ·

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
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		21.15	58.37
	(NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;			
•	Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &			
	Christmas Day. 2) Add \$1.50/hr night work premium.			
N-12	See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
43	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge	35.72	17.85	53.57
	(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.			

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
ODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	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	36.46	21.15	57.61
	Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader;			
	Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.			
	Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &	· .		
	Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.			
45	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	35.17	20.40	55.57
46	Fiber Optic Cable Equipment.	28.89	17.95	46.84
17	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
18	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
49	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
50	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

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HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK Fringe Benefits Must Be Paid On All Hours Worked HOURLY HOURLY FRINGE BASIC RATE CODE **TRADE OR OCCUPATION** TOTAL OF PAY BENEFITS \$ \$ \$ 551 Crane, Tower Crane, Pedestal Tower or Derrick, With or Without 57.12 36.72 20.40 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. 552 Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or 37.22 21.15 58.37 Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under: Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick. With Boom. Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver, Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. 553 Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; 53.47 33.69 19.78 Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu vds or More Capacity: Shoulder Widener: Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s):

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

Fringe Benefits Must Be Paid On All Hours Worked CODE TRADE OR OCCUPATION 554 Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road)	B/ OF \$	OURLY ASIC RATE PAY 36.17	HOUR FRING <u>BENEF</u> \$	E	<u>TOTAL</u>
554 Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor	\$	· · · · · · · · · · · · · · · · · · ·	\$	ITS	<u>TOTAL</u>
	ad	36.17	•		\$
		. 36.17			Ψ
Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Grea			20	.80	56.97
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 Subgrade Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire	t er;		·	۰.	
Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Sk Steer Loader (With or Without Attachments); Telehandler. Future Increase(s):		• -			;
Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.					
555 Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jack System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Sur 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; Prestre	rge	36.17	21	.15	57.32
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.			۰.		•
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.					
Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,					
Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine		· · ·	-		
ss/civilrights/laborwages/pwc.htm.					
556 Fiber Optic Cable Equipment.		27.89	17	.20	45.09

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u>	HOURLY FRINGE <u>BENEFITS</u>	<u>TOTAL</u>
121	Metal Building Erector	\$ 18.00	\$ 5.88	\$ 23.88
123	Overhead Door Installer	16.65	1.03	17.68
124	Painter	25.75	8.94	34.69
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	25.00	10.45	35.45
130	Plumber	30.00	10.44	40.44
132	Refrigeration Mechanic	17.00	13.56	30.56
133	Roofer or Waterproofer	15.00	1.37	16.37
134	Sheet Metal Worker	22.54	5.20	27.74
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	1.62	23.62
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter Future Increase(s): Add \$1.40/hr on 6/01/2015; Add \$1.45/hr on 6/06/2016.	31.55	18.26	49.81
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
146	Well Driller or Pump Installer	12.75	9.50	22.25
147	Siding Installer	17.25	0.00	17.25
	TRUCK DRIVERS		·	
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	0.00	16.50
203	Three or More Axle	18.00	2.44	20.44
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	2.44	20.44

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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> \$
General Laborer	24.21	8.02	32.23
Asbestos Abatement Worker	16.50	8.21	24.71
Landscaper	12.00	0.00	12.00
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
Final Construction Clean-Up Worker	10.00	3.47	13.47
	_andscaper =iber Optic Laborer (Outside, Other Than Concrete Encased)	Landscaper12.00Fiber Optic Laborer (Outside, Other Than Concrete Encased)18.33	Landscaper12.000.00Fiber Optic Laborer (Outside, Other Than Concrete Encased)18.3313.65

HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

21.15

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

Future Increase(s):

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

Premium Increase(s):

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

*** END OF RATES

36.72

57.87

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

Jepartment of Workforce Development

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