

Contract Routing Form

ROUTING: Routine

printed on: 12/12/2016

Contract between: R.G. Huston Co Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Walter Street & Sargent Street Assessment District - 2016

Contract No.: 7584
Enactment No.: RES-16-00909
Dollar Amount: 2,990,272.24

File No.: 45062
Enactment Date: 12/19/2016

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	12-13-2016	12-13-2016
Director of Civil Rights	12/13/16	12-19-16
Risk Manager	12.20.14	12/20/16 RS
Finance Director	12.20.16 KIS	12/20/16
City Attorney	1500 12-21-16	12-29-16
Mayor	12-30-16	12-30-16

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

Original + 2 Copies

12/12/2016 15:14:58 enknb - LeAnne Hannan- 266-4057

Contract in Munis - Cont post until 2017 Cap. Budget
is entered KIS ✓

Dis Rights: OK / ~~N/A~~ / Problem - Hold
Prev Wage: ~~AA~~ / Agency / No
Contract Value: 2,990,272.24
AA Plan: ~~Approved~~
Amendment / Addendum #
Type: POS / Dvlp / Sbdv / Gov't /
Grant / ~~FD~~ / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 45062 **Version:** 1 **Name:** Awarding Public Works Contract No. 7584, Walter Street & Sargent Street Assessment District - 2016.

Type: Resolution **Status:** Passed

File created: 11/7/2016 **In control:** BOARD OF PUBLIC WORKS

On agenda: 12/6/2016 **Final action:** 12/6/2016

Enactment date: 12/9/2016 **Enactment #:** RES-16-00909

Title: Awarding Public Works Contract No. 7584, Walter Street & Sargent Street Assessment District - 2016.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7584.pdf

Date	Ver.	Action By	Action	Result
12/6/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
11/16/2016	1	BOARD OF PUBLIC WORKS		
11/8/2016	1	Engineering Division	Refer	

In the adopted 2016 capital budget Engineering Major Streets has budgeted \$5.9 million for the resurfacing of existing streets via the Pavement Management program (MUNIS 10540). The minor project for the Walter Street and Sargent Street resurfacing is established with sufficient authority for the proposed work in this contract. Funding is provided by GO Borrowing.

The proposed resolution awards the contract at a total estimated cost of \$3,229,490 split amongst the various City agencies as follows:

- Engineering Major Streets - \$939,220
- Metro Transit - \$2,750
- Stormwater Utility - \$645,590
- Sewer Utility - \$889,760
- Water Utility - \$750,170

- MUNIS:
- 10896-402-170:54410(91350) - \$802,770.00
 - 85100-54250-00000(91382) - \$2,750.00
 - 10896-402-174:54445(91345) - \$136,450.00
 - 10896-84-174:54445(91345) - \$647,590.00
 - 10896-83-173:54445(91345) - \$889,760.00
 - 10896-86-179-54445(91360) - \$750,170.00

Awarding Public Works Contract No. 7584, Walter Street & Sargent Street Assessment District - 2016. 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. 7584) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7584
WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

R.G. HUSTON CO., INC.

\$2,990,272.24

Acct. No. 10896-402-170:54410(91350) \$743,304.80
Contingency 8%± 59,465.20
Sub Total \$802,770.00

Acct. No. 85100-54250-00000(91382) \$2,549.70
Contingency 8%± 200.30
Sub Total \$2,750.00

Acct. No. 10896-402-174:54445(91345) \$126,344.50
Contingency 8%± 10,105.50
Sub Total \$136,450.00

Acct. No. 10896-84-174:54445(91345) \$599,617.22
Contingency 8%± 47,972.78
Sub Total \$647,590.00

Acct. No. 10896-83-173:54445(91345) \$823,850.52
Contingency 8%± 65,909.48
Sub Total \$889,760.00

Acct. No. 10896-86-179-54445(91360) \$694,605.50
Contingency 8%± 55,564.50
Sub Total \$750,170.00

GRAND TOTAL \$3,229,490.00

SBS License Services
 NAIC National Association of Insurance Commissioners
 Wisconsin Office of the Commissioner of Insurance
WISCONSIN Office of the Commissioner of Insurance

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

Agent Information

Licensee Name: DENNIS M BARTON

License Number: 0000283633

NPN: 283633

Report Date: 11/28/2016

Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1987
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1987
Berkley Insurance Company	111809	32603	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/19/2013
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/05/2008
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/05/2008
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/29/1994
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/29/1994
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/27/1993
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/27/1993
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/01/2004
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/01/2004
Guarantee Company of North America USA, The	110939	36650	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/09/2010
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/12/2004
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009

Liberty Mutual Fire Insurance Company	111439	23035	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/12/2004
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/09/1998
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/09/1998
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2007
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2007
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/28/2010

Close

\$2,990,272.24
FILE

BID OF R. G. HUSTON CO., INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7584

MUNIS NO. 10896

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON DECEMBER 6, 2016

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO. 7584**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION.....B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND..... G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1
SECTION J: PREVAILING WAGE RATES..... J-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: lh

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:	WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO.:	7584
SBE GOAL	12%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	OCTOBER 28, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	OCTOBER 28, 2016
BID SUBMISSION (1:00 P.M.)	NOVEMBER 4, 2016
BID OPEN (1:30 P.M.)	NOVEMBER 4, 2016
PUBLISHED IN WSJ	OCTOBER 21 & 28, 2016

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
205 Blasting
210 Boring/Pipe Jacking
215 Concrete Paving
220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 Concrete Bases and Other Concrete Work
222 Concrete Removal
225 Dredging
230 Fencing
235 Fiber Optic Cable/Conduit Installation
240 Grading and Earthwork
241 Horizontal Saw Cutting of Sidewalk
242 Infrared Seamless Patching
245 Landscaping, Maintenance
250 Landscaping, Site and Street
251 Parking Ramp Maintenance
252 Pavement Marking
255 Pavement Sealcoating and Crack Sealing
260 Petroleum Above/Below Ground Storage Tank Removal/Installation
262 Playground Installer
265 Retaining Walls, Precast Modular Units

- 270 Retaining Walls, Reinforced Concrete
275 Sanitary, Storm Sewer and Water Main Construction
276 Sawcutting
280 Sewer Lateral Drain Cleaning/Internal TV Insp.
285 Sewer Lining
290 Sewer Pipe Bursting
295 Soil Borings
300 Soil Nailing
305 Storm & Sanitary Sewer Laterals & Water Svc.
310 Street Construction
315 Street Lighting
318 Tennis Court Resurfacing
320 Traffic Signals
325 Traffic Signing & Marking
332 Tree pruning/removal
333 Tree, pesticide treatment of
335 Trucking
340 Utility Transmission Lines including Natural Gas, Electrical & Communications
399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
402 Building Automation Systems
403 Concrete
404 Doors and Windows
405 Electrical - Power, Lighting & Communications
410 Elevator - Lifts
412 Fire Suppression
413 Furnishings - Furniture and Window Treatments
415 General Building Construction, Equal or Less than \$250,000
420 General Building Construction, \$250,000 to \$1,500,000
425 General Building Construction, Over \$1,500,000
428 Glass and/or Glazing
429 Hazardous Material Removal
430 Heating, Ventilating and Air Conditioning (HVAC)
433 Insulation - Thermal
435 Masonry/Tuck pointing

- 437 Metals
440 Painting and Wallcovering
445 Plumbing
450 Pump Repair
455 Pump Systems
460 Roofing and Moisture Protection
464 Tower Crane Operator
461 Solar Photovoltaic/Hot Water Systems
465 Soil/Groundwater Remediation
466 Warning Sirens
470 Water Supply Elevated Tanks
475 Water Supply Wells
480 Wood, Plastics & Composites - Structural & Architectural
499 Other _____

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
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 ad hoc basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

2.4.2.1.1 **Cover Page**, Page C-6; and

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

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

2.4.2.2.1 **Cover Page**, Page C-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 separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is 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

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016 CONTRACT NO. 7584

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

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

SECTION 102.9 BIDDER'S UNDERSTANDING

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

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

SECTION 102.10 PREVAILING WAGE

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

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

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

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

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

SECTION 102.12: BEST VALUE CONTRACTING

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

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

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

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

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

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

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

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

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main, sanitary sewer, storm sewer, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk. The project limits for the work are Walter Street from Hargrove St to Milwaukee Street and Sargent Street from Walter Street to Dennett Drive. The total street project length is approximately 3125 lineal feet.

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

SECTION 105.12 COOPERATION OF THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also expected

that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not remove these items unless specifically called out on the plans. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Tree impacts associated with this project are minimal. The Contractor shall use care while working near existing trees and all standard tree protection specifications shall be strictly enforced.

MG&E Electric will be relocating the poles at Sta. 51+87 RT and Sta. 58+25 LT to accommodate the construction of the sidewalk ramps. This work will take place during construction.

MG&E Gas will replace the gas main on Sargent Street prior to construction. The existing plastic gas main on Walter Street will remain in service and any conflicts identified by the ULO's will be addressed during construction.

AT&T has a road crossing of Sargent St at Dennett Drive, approximately Sta. 18+00; no conflict is anticipated but caution should be used when excavating near the 2 buried copper cables (400 and 1200 pair).

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan. Accomplish the construction sequence, including the associated traffic control as detailed in the traffic control section of the plans, and as described in this traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 7 working days prior to an actual traffic control change. A request does not constitute approval.

There are existing bus stops within the project area. The Contractor shall coordinate with Madison Metro before opening/closing specific bus stops. Where necessary, City Metro will provide temporary bus stop signs, and the Contractor shall coordinate with Metro on relocating any signs as necessary.

Work shall be phased on Walter St. so that traffic is allowed to cross either Richard Street or Dawes Street at all times. Work shall be phased so that the intersections of Walter St & Hargrove St and Dennett Dr & Sargent St are not closed at the same time.

Install final pavement markings on Milwaukee St by maintaining a lane of traffic in either direction. This may be achieved by use of cones, barrels and flaggers as required by MUTCD. All bus stops to remain open while placing final pavement markings.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on Walter Street. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side of Walter Street and Sargent Street at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove 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 2 working days 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. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **APRIL 3, 2016**. The total time for completion of this contract is **ONE HUNDRED FIFTY-ONE (151) CALENDAR DAYS**.

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, and the agreed upon date must be determined prior to the public preconstruction meeting.

BID ITEM 10911 **MOBILIZATION**

Work under this contract will require multiple mobilizations for various aspects of the work in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the project. All mobilizations shall be considered incidental to this bid item.

BID ITEM 20201 **EXCAVATION CUT**

DESCRIPTION

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on site, for hauling unsuitable material from the site, and for placement at the disposal site.

This bid item includes excavation required to construct the new concrete cunette channel, shaping and grading the banks adjacent to the channel, and grading around the new endwall. This bid item does not include removal of the existing concrete; that work shall be paid under the appropriate bid item.

BID ITEM 20233 **RIPRAP FILTER FABRIC, TYPE HR**

Riprap filter fabric shall be used per specifications herein for the 8'x4' box culvert installation.

BID ITEM 20336 **PIPE PLUG**

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

Pipe plugs are expected for the 12" storm sewer to be abandon on Sargent Street.

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

SECTION 210.1(d) **STREET SWEEPING**

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

BID ITEM 21002 **EROSION CONTROL INSPECTION**

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

BID ITEM 21064**EROSION MATTING, CLASS I, URBAN TYPE B**

Erosion Matting, Class I, Urban Type B matting shall be used on the side slopes of the new endwall along the banks of the endwall, and the proposed cunette modifications.

ARTICLE 500 SEWERS AND SEWER STRUCTURES

The sewer designer for this project is Daniel Olivares. He may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 870 lineal feet of 8'x4' concrete box culvert and 980 feet of additional new storm sewer of various sizes ranging from 12" RCP to 19"x30" HERCP at locations shown on the plan and in accordance with these specifications.

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

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

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

SANITARY SEWER GENERAL

This project consists of the installation of 2459 LF of 10" diameter ASTM D3034 SDR-26, 45 LF of 12" diameter ASTM D3034 SDR-26, 741 LF of 15" diameter ASTM D3034 SDR-26, and 145 LF of 18" ASTM D3034 SDR-35, 2,493' of sanitary lateral. All new sanitary sewer will be ASTM D3034 SDR-26 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the

proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

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

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed including asbestos cement and cast-in-place pipe removal.

Any utility tunneling required shall be considered incidental to the pipe being installed.

BID ITEM 50202 **TYPE II DEWATERING**

Groundwater Control

Groundwater is expected to be encountered during excavation for the sanitary sewer. The Contractor shall be responsible for managing both groundwater and surface water throughout the construction site. This shall include management of contaminated groundwater if encountered.

The Contractor shall manage storm water and groundwater in accordance with WDNR permits and regulations. If high-capacity dewatering, or Type II Dewatering, is required, the Contractor shall be responsible for obtaining the necessary WDNR permits. Payment for work, equipment, materials, and incidentals necessary to manage Type I Dewatering shall be considered incidental to the construction activity being performed at the time (i.e. sanitary sewer installation, water main installation, etc.). This shall include the appropriate management of any contaminated groundwater. Payment for work, equipment, materials, and incidentals necessary to manage Type II Dewatering shall be included in this item. This shall include the appropriate management of any contaminated groundwater.

The contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. Prepare a dewatering plan and submit it to the engineer for review and approval prior to starting dewatering operations. The plan shall include a description of the proposed dewatering methods and maps or drawings indicating the location of the dewatering facilities and points of surface discharge of the water.

The contractor is solely responsible for choosing a method of water control that is compatible with the constraints defined. The contractor is responsible for the adequacy of the water control system and will take all necessary measures to insure that the water control operation will not endanger or damage any existing adjacent utility or structure.

The contractor shall design, install and operate the method or methods of water control in such a manner as to provide satisfactory working conditions and to maintain the progress of work. Design the methods and systems so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of water will be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

Review and approval of the dewatering plan does not relieve the contractor of the dewatering requirements stated in these specifications. The engineer assumes no liability for the performance or safety of the dewatering system.

The contractor shall comply with all local ordinances and state statutes for the disposal of water from dewatering operations. Further, it is the contractor's responsibility to contact the Wisconsin Department of Natural Resources Private Water Supply Section prior to construction for dewatering-discharge requirements and permits and to comply with all conditions of the Department of Natural Resources. In accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits are required for all groundwater control wells that singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The contact for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
Box 7921
Madison, Wisconsin 53707
608.261.6421
<http://dnr.wi.gov/topic/Wells/dewatering.html>

The contractor shall file a copy of the permit with the owner 48 hours prior to commencement of any dewatering.

Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

BID ITEM 50222 **UTILITY TRENCH PATCH TYPE I**

Work under this bid item shall be for the utility trench patch needed for the Milwaukee Street sanitary sewer and water main connections.

BID ITEM 50225 **UTILITY TRENCH PATCH TYPE III**

Work under this bid item shall be for the utility trench patch needed for the Hargrove Street sanitary sewer connection, the Dennett Drive sanitary sewer and water main connections, and Walter Street storm sewer box culvert trench.

BID ITEM 50353 **SANITARY SEWER LATERAL**

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

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered

incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

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

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

BID ITEM 50354 **RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35, SDR 26). Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL.)

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

BID ITEM 50390 **SEWER ELECTRONIC MARKERS**

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

BID ITEM 50501 **8' X 4' ASTM - C-1433 BOX CULVERT- INSTALLATION**

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 8' x 4' box culvert as shown on the plan set, and as detailed here. This includes all bends, joint material, bedding and backfill as described. The box shall meet ASTM C-1433 Table #1 for HS-20 loading. The box shall be manufactured, provided and installed with the appropriate amount of reinforcing steel based on the depth of cover provided along the profile of the box. If the box steel is varied along the length of box installation the Manufacturer and the Contractor shall provide a plan to the Construction Engineer to assure that the appropriate box sections are installed in the correct locations along the box run.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The Contractor shall be responsible for coordinating delivery of the box, unloading and other incidentals associated with the installation.

All necessary shoring and protection of existing utilities is included in the price of the box culvert installation.

The Contractor shall abide by the following guidelines when installing the box culvert:

- 1) The subgrade for the boxes shall have filter fabric (paid under **BID ITEM 20233 - RIPRAP FILTER FABRIC, TYPE HR**) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is included in the price of box culvert installation.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 & SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 4) The joints of the box culverts shall be sealed with seal-tight across the inside bottom and up the entire length of the inside vertical walls. Sealwrap shall be placed across the outside top of the box and completely down the outside vertical sides of the box. Provision and installation of all joint material is included in the price of the box culvert.

METHOD OF MEASUREMENT

8'x4' ASTM – C-1433 Box Culvert - Installation shall be measured by the centerline lineal foot for box culvert provided and installed. Also included in measurement is any field pour or precast bends installed to follow the plan alignment.

BASIS OF PAYMENT

8'x4' ASTM – C-1433 Box Culvert - Installation, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50651 8' X 4' ASTM - C-1433 BOX CULVERT- OUTLET GATE

DESCRIPTION

This item shall include fabricating and installing an outlet gate on the 8'x4' box culvert end. The gate shall be per City of Madison Standard Specification for Public Works Construction standard detail drawing 5.6.3.

METHOD OF MEASUREMENT

8'x4' ASTM – C-1433 Box Culvert – Outlet Gate shall be measured by each gate provided and installed.

BASIS OF PAYMENT

8'x4' ASTM – C-1433 Box Culvert - Outlet Gate, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50797 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out by for on the plan or by the Engineer, barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be minimum of nine (9) inches wide. The seal shall consist of flexible rubberize 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 Sanitary Sewer Access Structure Joint Seal shall be measured separately as each for each sewer structure wrapped.

BASIS OF PAYMENT

External Sanitary Sewer Structure Joint Seal will be paid for at the contract price, and is considered full compensation for all work as listed above.

BID ITEM 50801 UTILITY LINE OPENING (ULO)

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on Walter Street, Sargent Street, Hargrove Street and side streets within the project limits. The project also includes abandoning existing water main including water valves and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

Regarding the cut and cap operation on Sargent Street at Dennett Drive (WN27): Cap the existing 6-in main WEST of the existing 6-inch x 6-inch cross in the Sargent/Dennett intersection. DO NOT cut and cap the existing main at live tap location. Existing water main between the Sargent/Dennett cross and the live tap location is to stay in service.

Valve V-12 on Dennett Drive at Sargent Street is identified on the impact plan (W-13) as an isolation valve for the WN27 cut and cap operation. Valve V-12 is a normally-closed pressure zone boundary valve between Pressure Zone 4 and Pressure Zone 6 (see W-14). **Do not open valve V-12. If the valve is temporarily required to be opened do so only with the explicit consent and oversight of the Water Utility Inspector.** Be aware of and do not disrupt the 1-inch copper bypass across valve V-12. The bypass is controlled at a curb stop located in the street near valve V-12. The bypass is typically open in the winter to prevent freezing of the dead-headed main. When preparing for the cut and cap, confirm that the 1-inch copper bypass at the curb stop is closed. When the operation is complete, ensure the bypass is returned to the open/closed position in which it was found.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90030

SADDLED INLET – MODIFIED

DESCRIPTION

This item shall include all work necessary to provide and install an H-inlet on top of the proposed 8' x 4' box culvert. The box culvert shall have a 1'x2' opening cut into the top of the box section and an standard H-inlet (with no floor) shall be provided on top of the vertical tap and sealed with mastic. The inlet shall be per City of Madison S.D.D. 5.7.7.

METHOD OF MEASUREMENT

Saddled Inlet - Modified shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Saddled Inlet – Modified, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031

STORM CONTROL PLAN AND IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. The plan shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the cunette where the work is to be completed. The Contractor should expect that low flows could be present during dry weather; however, the cunette can be expected to fill rapidly during rain events. The project area shall be expected to flood regularly. The storm control plan shall be submitted to the project engineer and erosion control inspector detailing how storm flows will be managed and/or diverted during placement of the new box culvert, headwall and cunette. The approved methodology shall be installed prior to any storm sewer work.

The Contractor shall take all necessary steps to protect the new structures and channels from damage during construction and to accommodate the existing flows during construction.

This item includes all storm control necessary for all aspects of the Construction. This item is not for control of groundwater.

METHOD OF MEASUREMENT

Storm Control Plan and Implementation shall be measured as a single Lump Sum for all storm control necessary throughout construction.

BASIS OF PAYMENT

Storm Control Plan and Implementation will be paid for at the contract sum price, which shall be full compensation for all work as provided in the description.

BID ITEM 90032

18" PIPE PLUG

DESCRIPTION

This item shall include all work necessary to provide and install a pipe plug for the existing 18" vitreous clay pipe connecting to the 72" HERCP culvert on the west side of Walter Street.

METHOD OF MEASUREMENT

18" Pipe Plug shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Installation, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90033 REMOVE CUNETTE

DESCRIPTION

Work under this item shall include removal of the existing cunette within the limits of which are shown on the plan set. Removal limits will begin at an existing joint of the existing headwall structure and the existing cunette. The existing concrete cunette has an estimated thickness of 10 inches and may include reinforcing material. This item shall also include all required sawcutting of the existing cunette.

Work shall include removal of the cunette, stockpiling as needed, hauling away of the concrete, and disposal of the concrete. Contractor shall be responsible for determining a suitable off-site disposal location.

The Contractor shall phase concrete removal with construction of the new concrete cunette, so as not to leave unprotected sections of the channel. Concrete removal shall occur in conjunction with the placement of new concrete or aggregate base course.

METHOD OF MEASUREMENT

Remove Cunette shall be paid by the Square Yard of concrete removed. Measurement shall be completed for the cunette channel with sidewalls included.

BASIS OF PAYMENT

Remove Cunette shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for sawcutting, removing, stockpiling as needed, hauling, and disposal of the material, including all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90034 10-INCH CONCRETE CUNETTE

Work under this bid item shall include construction of the 10-inch thick concrete cunette as shown in the plan set. This work shall include supplying, forming, and pouring concrete as detailed on the plans.

Concrete and concrete materials shall comply with Article 404 of the Standard Specifications (Article 415 & 416 "Concrete Pavement" of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation). Concrete shall be DOT Grade A-FA, and shall be fiber-reinforced with macrosynthetic fiber at a rate 5 lb/cubic yard. Macrosynthetic fiber shall meet ACI 360. Contractor shall use fiber product as recommended by the manufacturer. Macrosynthetic fiber shall be Forta Ferro Macro Fiber or Matrix HPS 950 Fiber, or Engineer-approved equal.

The concrete design mix and proposed fiber-reinforcement and shall be submitted to the Engineer for approval at least 10 days prior to pouring of concrete. Construction of the concrete shall comply with Article 304 of the Standard Specifications.

This item shall include transverse contraction joints on 20-ft centers, and supplying and installing epoxy-coated dowel bars at joints per Standard Detail 3.11. Dowels shall be required at joints across the bottom of the cunette, but not within the side slopes. This item shall also include sealing of all joints with

Sonolastic NP-1 gun-grade caulk or an Engineer-approved equal. Joint sealer shall be applied according to the manufacturer's specifications, and in accordance with Section 303.2(d) of the Standard Specifications.

This bid item shall also include the construction of flumes as shown in the plan set, the widening of the cunette at the headwall, which is necessary to connect to the proposed structure, and rebar to tie the existing cunette to the proposed work.

Base course for the cunette shall be paid separately as Bid Items 40101 Crushed Stone Aggregate Base Course, Gradation No. 1 and 40102 Crushed Stone Aggregate Base Course, Gradation No. 2.

METHOD OF MEASUREMENT

10-Inch Concrete Cunette, as described above and as detailed in the plans, will be measured in place by the square yard including sidewalls for completed and accepted work.

BASIS OF PAYMENT

10-Inch Concrete Cunette shall be measured as described above and shall be payment for placing, finishing, and curing the concrete and for furnishing and installing all dowel bars and reinforcement, and for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 90035 STEEL RAILING

DESCRIPTION

This work shall consist of fabricating, painting, furnishing and installing a pipe railing system as shown on the plans and as hereinafter provided.

MATERIALS

The posts and rails shall be joined together by welding.

All steel pipe railing material, except anchor bolts, shall be painted with a three-coat, zinc rich epoxy system consisting of an inorganic, zinc rich primer, intermediate high build epoxy paint coat, and protective shop coat of urethane paint. Prior to painting, all steel posts and rails shall be given a near-white blast cleaning. Painting and cleaning shall conform to Section 517 of the State Standard Specifications.

The railing and color shall be per the construction plan detail drawing.

Concrete Masonry Anchors, Type S shall be stainless steel and shall at a minimum conform to subsection 502.5 of the Standard Specifications. The Contractor shall obtain written approval from the Engineer for the specific type of anchor to be used prior to installation.

Non-shrink grout shall be a premixed commercial grout meeting the approval of the Engineer.

MEASUREMENT AND PAYMENT

Steel Railing will be measured by the linear foot along the top rail and will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing all materials including anchors; for fabrication and painting; for installation and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90036**STORM BOX END****DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals required to plug or cap the end of the 8'x4' box culvert at Richard Street. The end shall be precast concrete or constructed of steel plates and/or concrete to close the new box culvert system. The end piece shall be approved by the Engineer. The Contractor shall seal the box culvert with a water tight seal. This item will include any structural steel needed to reinforce the box end piece.

MEASUREMENT AND PAYMENT

Storm Box End will be measured by the unit measurement of each, which price shall be full compensation for furnishing all materials including reinforcement steel, steel plates and concrete; for installation and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90037**3' x 3' SAS - MODIFIED****DESCRIPTION**

This item shall include all work necessary to provide and install 3' x 3' SAS on top of the proposed 8' x 4' box culvert. The box culvert shall have a 2'x2' opening cut into the top of the box section and an standard 3'x3' SAS (with no floor) shall be provided on top of the vertical tap and sealed with mastic. The SAS shall be per City of Madison S Standard Specification for Public Works Construction for a storm sewer access structure.

METHOD OF MEASUREMENT

3' x 3' SAS - Modified shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

3' x 3' SAS – Modified, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90038**CONCRETE WASTE MANAGEMENT****GENERAL**

This work consists of containment, collection, storage and proper disposal of concrete wastes generated by sawcutting or grinding of existing concrete, or waste run-off generated during construction of new concrete. Concrete wastes typically are strongly alkaline and may contain other contaminants and are particularly harmful if allowed to enter streams, lakes wetlands or other water bodies through the storm sewer system.

The Contractor is alerted that there are local, state and federal regulations governing the handling and disposal of hazardous materials and this Special Provision in no way relieves the Contractor of any responsibility to comply with such regulations. The intent is to provide more specific guidelines for management of concrete wastes on this project and provide a basis of payment for work associated with specific management measures properly implemented.

MATERIALS

The Contractor may choose appropriate materials to suit their methods of waste management with the following minimum requirements. Pre-fabricated washout containers shall be in sound condition and watertight. They shall be of sturdy materials and designed to provide a minimum of 6 inches of freeboard based on the volume of liquid wastes to be generated between clean-outs. Structures shall be lined with a

waterproof plastic sheeting of minimum 10-mil thickness that has no holes or tears. Above grade structures shall have a double layer lining.

Redirecting of flow with sand bags and/or silt sock within the cunette may be required to prevent concrete waste or runoff from entering the storm sewer system.

NOTE: a geotextile sediment trap by itself is not acceptable as the leachate continues to be highly alkaline and contain dissolved contaminants.

CONSTRUCTION METHODS

If conditions are such that debris and slurry from sawcutting and grinding operations will remain on concrete and not run off into the storm sewer system, they may be allowed to dry in place and be cleaned from the concrete by sweeping or vacuum equipment. Such wastes shall not be allowed to remain on pavements beyond the end of a day's work.

Sand bags or other devices shall be used to contain the slurry from cutting or grinding to prevent its entry into storm sewer system. Slurry may be pumped to an approved containment structure for on-site storage.

On-site containment structures shall be emptied on a periodic basis, such that they do not exceed their design capacity, including required freeboard. Contractor shall remove contaminated liquids from the site, using trucks fitted with watertight gaskets to prevent leakage, or other similar methods. Wastes shall be properly disposed of off-site, in accordance with applicable laws and regulations.

METHOD OF MEASUREMENT

Work under this section will be measured as a Lump Sum, for all measures and devices used to contain and dispose of concrete wastes throughout the duration of the project, that are acceptably installed, maintained and removed.

BASIS OF PAYMENT

Concrete Waste Management shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

BID ITEM 90701 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

THIS BID ITEM INCLUDES ALL WORK, MATERIALS, EQUIPMENT AND LABOR NECESSARY TO INSTALL. This item shall include all work necessary to provide and install a pipe plug for the existing 18" vitreous clay pipe connecting to the 72" HERCP culvert on the west side of Walter Street.

maintain and remove Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90702

TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

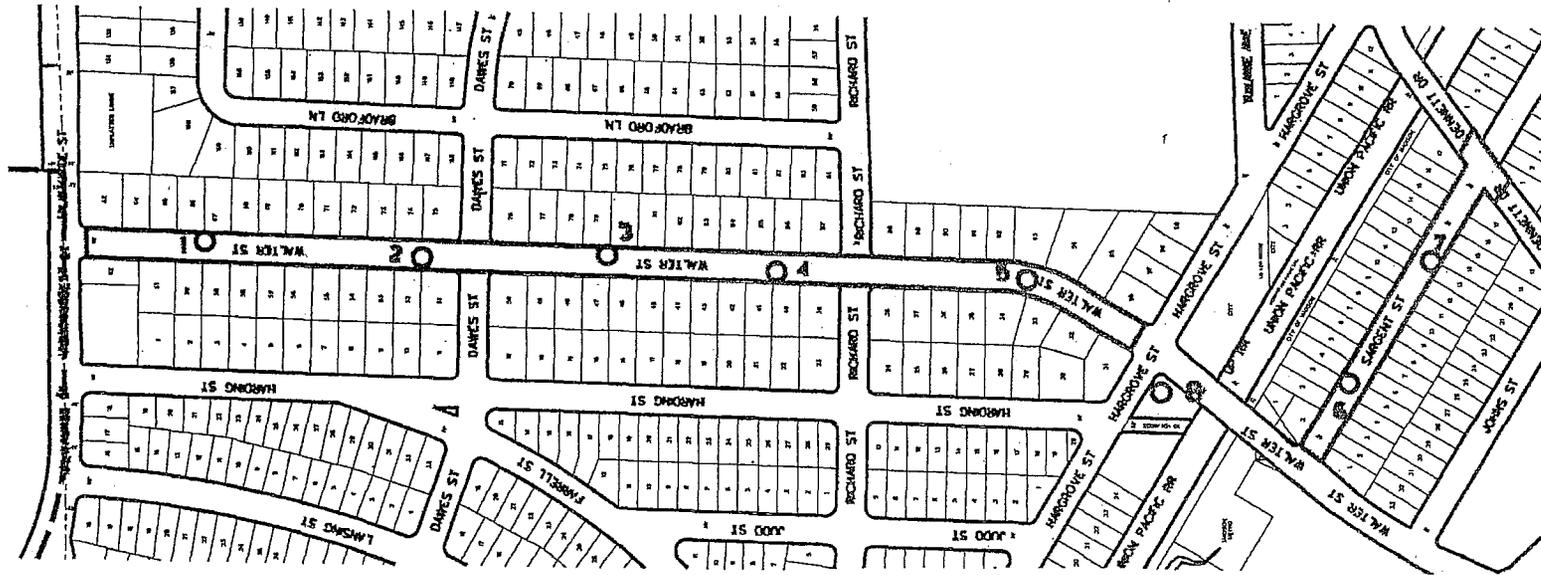
This bid item includes all work, materials, equipment and labor necessary to install, maintain and remove Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.



Legend

○ Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in August 2015

DWN: - APP'D: MNS Date: 9/15 C15051-10

COG Inc.

SOIL BORING LOCATION PLAN
Walter Street and Sargent Street
Madison, Wisconsin



LOG OF TEST BORING

Project Walter Street and Sargent Street
Walter: 180'S of Milwaukee, 12'W of CL
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (ga) (tsf)	W	LL	PL	LI
				0	10 in. Asphalt Pavement/3 in. Sand Fill					
1	0	M	4	4	Soft to Medium Stiff, Brown Lean CLAY (CL)					
2	16	M	6	6		(0.75)				
3	16	M	7	7	Sandy Near 7 ft	(0.5)				
4	12	M	38	10	Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
5	14	M	10	15	Medium Dense, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
				15	End Boring at 15 ft					
				20	Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 8/18/15 End 8/18/15
 Driller BSD Chief JF Rig CME-55
 Logger DD Editor ESF
 Drill Method 2.25" HSA: Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Walter Street and Sargent Street
Walter: 120'N of Dawes, 12'W of CL
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	RECYC Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	10 in. Asphalt Pavement				
1	14	M	9	9	FILL	FILL: Loose, Brown Sand with Silt and Gravel				
2	14	M	8	8	SAND	Loose, Brown Fine to Medium SAND, Trace Silt and Gravel (SP - Possible Fill to 5.5 ft)				
3	14	M	6	6	SAND					
4	14	M	7	7	SAND	Loose to Medium Dense, Brown Fine to Coarse SAND, Trace Silt and Gravel (SP)				
5	16	M	11	11	SAND					
				15		End Boring at 15 ft				
				20		Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	_____	Start	8/18/15	End	8/18/15	
Time After Drilling	_____			_____	Driller	BSD	Chief	JF	Rig CME-55
Depth to Water	_____			_____	Logger	DD	Editor	ESF	
Depth to Cave in	_____			_____	Drill Method	2.25" HSA: Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Walter Street and Sargent Street
Walter: 180'S of Dawes, 12'W of CL
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	FB H B A	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					7	X	10 in. Asphalt Pavement/5 in. Sand Fill				
1					7		Loose, Brown Sandy SILT (ML -Possible Fill)				
2		10	M		4		Very Loose to Medium Dense, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)				
3			M		9						
4		14			12						
5		14	M		16						
					15		End Boring at 15 ft				
					20		Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>8/18/15</u> End <u>8/18/15</u> Driller <u>BSD</u> Chief <u>JF</u> Rig <u>CME-55</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA: Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Walter Street and Sargent Street
Walter: 170'N of Richard, 12'W of CL
 Location Madison, Wisconsin

Boring No. 4
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	8 in. Asphalt Pavement/4 in. Base Course					
1	14	M	9	9	FILL: Brown Sand with Silt, Gravel and Clay					
				11	Medium Dense, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
				26	Trace to Little Gravel Near 7 ft					
				65	Very Dense, Brown Fine to Coarse SAND, Some Silt and Gravel, Scattered Cobbles (SM)					
				50/4"	End Boring at 15 ft					
				15	Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>8/18/15</u> End <u>8/18/15</u> Driller <u>BSD</u> Chief <u>JF</u> Rig <u>CME-55</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA: Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Walter Street and Sargent Street
Walter: 230'S of richard, 10'W of CL
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	5	8 in. Asphalt Pavement/4 in. Base Course				
1AS	0				5	FILL: Loose, Brown Sand and Gravel with Silt and Cobbles to 2 ft				
					5	Soft, Brown and Gray Sandy Clay to 4 ft				
2	14	M			8	Loose, Brown Sandy SILT (ML - Possible Fill)				
					5	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)				
3	16	M			12	6 in. Clay Seam Noted Near 7 ft				
					10	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)				
4	16	M			24	Medium Dense, Brown Fine to Coarse SAND, Trace Silt and Gravel (SP)				
					10	End Boring at 12.5 ft				
5	20	W			11	Backfilled with Bentonite Chips and Asphalt Patch				
					15	Backfilled with Bentonite Chips and Asphalt Patch				
					20	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
While Drilling	▽ 13.5'	Upon Completion of Drilling	15'	Start	8/18/15	End	8/18/15
Time After Drilling				Driller	BSD	Chief	JF Rig CME-55
Depth to Water				Logger	DD	Editor	ESF
Depth to Cave in				Drill Method	2.25" HSA: Autohammer		
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.							



LOG OF TEST BORING

Project Walter Street and Sargent Street
Sargent: 200' SE of Walter, 8' NE of CL
 Location Madison, Wisconsin

Boring No. 6
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	8 in. Asphalt Pavement/5 in. Base Course				
1	12	M	11	11	X	FILL: Loose to Medium Dense, Light Brown Sand with Silt and Trace Gravel				
2	14	M	7	7	X					
3	16	M/W	9	9	X	Loose, Brown Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM)				
4	18	W	12	12	X	Medium Dense, Brown Fine to Coarse SAND, Trace Silt and Gravel (SP)				
5	16	W	16	16	X					
				15		End of Boring at 15 ft				

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	▽ 8.0'	Upon Completion of Drilling	10.0'	Start	8/18/15
Time After Drilling	_____		_____	Driller	BSD Chief JF Rig CME-55
Depth to Water	_____		_____	Logger	DD Editor ESF
Depth to Cave in	_____		_____	Drill Method	2.25" HSA: Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					



LOG OF TEST BORING

Project Walter Street and Sargent Street
Sargent: 210'NW of Dennett, 8'SW of CL
 Location Madison, Wisconsin

Boring No. 7
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/6 in. Base Course					
1	0	M	9		FILL: Brown Sand with Silt and Gravel					
2	16	M	6							
3	18	M	14		Medium Dense, Brown Sandy SILT (ML - Possible Fill)					
4	16	M/W	6		Loose, Brown Fine to Medium SAND, Trace Silt and Gravel (SP)					
5	14	W	13							
					End Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	10.0'	Upon Completion of Drilling	10.0'	Start	8/18/15	End	8/18/15	
Time After Drilling					Driller	BSD	Chief	JF	Rig CME-55
Depth to Water					Logger	DD	Editor	ESF	
Depth to Cave in					Drill Method	2.25" HSA		Autohammer	
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>									



LOG OF TEST BORING

Project Walter Street and Sargent Street
 Green Space: 80'SE of Hargrove/80'SW of Walter
 Location Madison, Wisconsin

Boring No. 8
 Surface Elevation (ft) _____
 Job No. C15051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					5 in. Clayey TOPSOIL					
1	10	M	16		FILL: Brown Clayey Sand to 3 ft					
					Brown Sand with Silt and Clay to 6.5 ft					
2	14	M	14							
3	14	M	4		Soft to Very Soft, Gray Sandy Lean CLAY (CL)	(0.25)				
4	16	W	8		Loose, Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
5	24	W	24		Medium Dense, Brown Fine to Medium SAND, Some Gravel, Trace Silt (SP)					
					End Boring at 15 ft					
					Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇ 8.0'	Upon Completion of Drilling	8.0'		Start	8/18/15	End	8/18/15	
Time After Drilling	_____				Driller	BSD	Chief	JF	Rig CME-55
Depth to Water	_____				Logger	DD	Editor	ESF	
Depth to Cave in	_____				Drill Method	2.25" HSA: Autohammer			

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

SECTION E: BIDDERS ACKNOWLEDGEMENT

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO. 7584

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

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 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. 0 through 0 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)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (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).
- I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____ that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have full authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.


SIGNATURE

PRESIDENT
TITLE, IF ANY

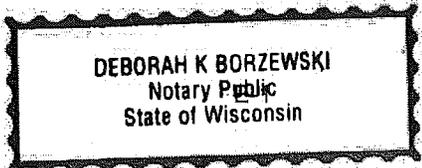


Sworn and subscribed to before me this 4th day of November, 2016.


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 7/17/20

Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7584 – R. G. Huston Co., 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).

Section F: Disclosure of Ownership and Best Value Contracting

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

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

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

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

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

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

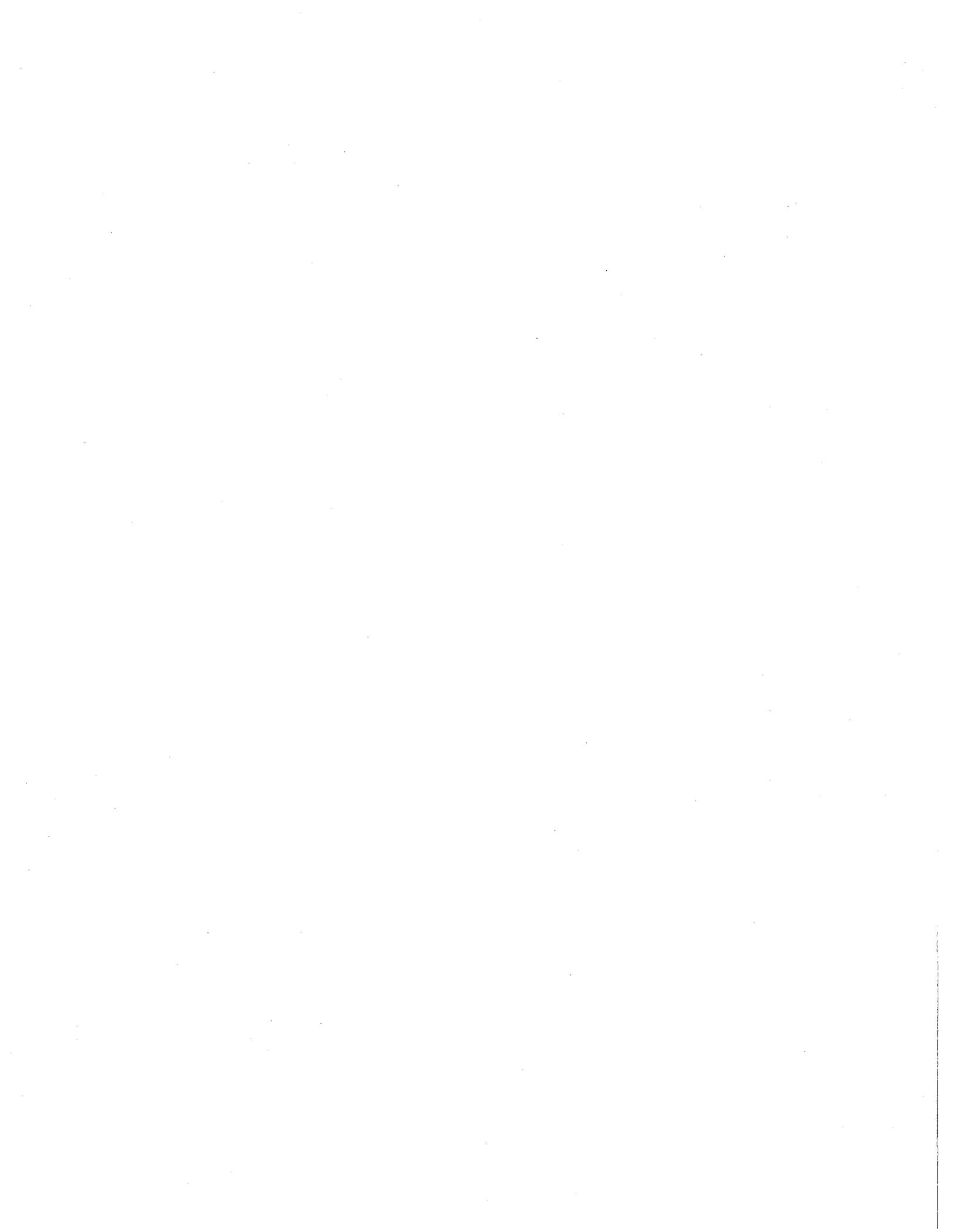
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract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

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

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

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)

- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER



Walter Street & Sargent Street
Assessment District - 2016

CONTRACT 7584

Small Business Enterprise Compliance Report
Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

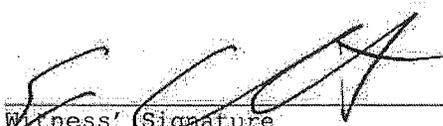
Telephone Number: (608) 255-9223

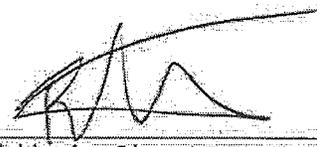
Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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


Witness' Signature


Bidder's Signature

11/4/16
Date



Walter Street & Sargent Street
Assessment District - 2016

CONTRACT 7584

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
JR CONSTRUCTION	CLB&R GRUB	1.2%
HARD ROCK	SAWING	0.04%
BULLET TRANSIT	TRUCKING	3%

Subtotal SBE who are not suppliers:

4.24 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
---------------------------------	---------------------	------------------------------

Subtotal SBE who are suppliers: _____ % X 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 4.24 %

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7584

DATE: 11/4/16

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - L.S.	1.00	\$11,000.00	\$11,000.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$20.00	\$20.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - L.S.	1.00	\$1,000.00	\$1,000.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$1,125.00	\$1,125.00
10720.0 - TRAFFIC CONTROL SIGN-PORTABLE ARROW BOARD - DAYS	50.00	\$25.00	\$1,250.00
10721.0 - TRAFFIC CONTROL SIGN-PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$100.00	\$1,400.00
10801.0 - ROOT CUTTING-CURB & GUTTER - L.F.	900.00	\$0.50	\$450.00
10802.0 - ROOT CUTTING-SIDEWALK - L.F.	330.00	\$0.50	\$165.00
10911.0 - MOBILIZATION - L.S.	1.00	\$10,000.00	\$10,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - L.S.	1.00	\$8,000.00	\$8,000.00
10914.0 - MOBILIZATION FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$3,500.00	\$3,500.00
20101.0 - EXCAVATION CUT - C.Y.	5216.00	\$14.75	\$76,936.00
20140.0 - GEOTEXTILE FABRIC,TYPE SAS (NON-WOVEN) - S.Y.	1890.00	\$2.10	\$3,969.00
20217.0 - CLEAR STONE - TON	672.00	\$9.70	\$6,518.40
20219.0 - BREAKER RUN - TON	1260.00	\$9.00	\$11,340.00
20221.0 - TOPSOIL - S.Y.	4770.00	\$4.45	\$21,226.50
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	985.00	\$3.40	\$3,349.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	361.00	\$1.55	\$559.55
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	13.00	\$795.00	\$10,335.00
20312.0 - REMOVE CATCHBASIN - EACH	2.00	\$430.00	\$860.00
20313.0 - REMOVE INLET - EACH	11.00	\$390.00	\$4,290.00
20314.0 - REMOVE PIPE - L.F.	530.00	\$18.25	\$9,672.50
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	6562.00	\$2.75	\$18,045.50
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	21472.00	\$1.85	\$39,723.20
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	9.30	\$260.00	\$2,418.00
20336.0 - PIPE PLUG - EACH	11.00	\$200.00	\$2,200.00
20401.0 - CLEARING - I.D.	696.00	\$25.00	\$17,400.00
20403.0 - GRUBBING - I.D.	696.00	\$25.00	\$17,400.00
20701.0 - TERRACE SEEDING - S.Y.	4770.00	\$1.80	\$8,586.00
21002.0 - EROSION CONTROL INSPECTION - EACH	8.00	\$400.00	\$3,200.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	6.00	\$510.00	\$3,060.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$750.00	\$750.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	4.00	\$280.00	\$1,120.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	530.00	\$3.50	\$1,855.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	530.00	\$1.25	\$662.50
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	21.00	\$40.00	\$840.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	42.00	\$25.00	\$1,050.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	21.00	\$20.00	\$420.00

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7584

DATE: 11/4/16

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	13.00	\$105.00	\$1,365.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	26.00	\$40.00	\$1,040.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	13.00	\$40.00	\$520.00
21063.0 - EROSION MATTING, CLASS 1, Type A-Organic - S.Y.	4085.00	\$1.35	\$5,514.75
21064.0 - EROSION MATTING, CLASS I, TYPE B - ORGANIC - S.Y.	685.00	\$1.35	\$924.75
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6238.00	\$13.50	\$84,213.00
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	30.00	\$25.00	\$750.00
30205.0 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	114.00	\$25.00	\$2,850.00
30211.0 - MOUNTABLE CURB & GUTTER, TRAFFIC CIRCLE - L.F.	84.00	\$40.00	\$3,360.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	12360.00	\$5.00	\$61,800.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	11593.00	\$5.55	\$64,341.15
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	50.00	\$10.00	\$500.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	192.00	\$25.00	\$4,800.00
40101.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 1 - TON	4040.00	\$14.10	\$56,964.00
40102.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 2 - TON	3644.00	\$14.30	\$52,109.20
40202.0 - HMA PAVEMENT, TYPE E-1 - TON	2947.00	\$52.52	\$154,776.44
40211.0 - TACK COAT - GAL.	1187.00	\$3.03	\$3,596.61
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	30.00	\$45.12	\$1,353.60
40301.0 - FULL WIDTH GRINDING - SY	560.00	\$8.28	\$4,636.80
40381.0 - REMOVE & REPLACE CONCRETE CURB & GUTTER - L.F.	20.00	\$34.00	\$680.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINES - EACH	2.00	\$3,310.00	\$6,620.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$500.00	\$500.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1800.00	\$0.01	\$18.00
50212.0 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	5829.00	\$0.01	\$58.29
50222.0 - UTILITY TRENCH PATCH TYPE I - S.Y.	286.00	\$124.00	\$35,464.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	265.00	\$62.20	\$16,483.00
50302.0 - 10" PVC SANITARY SEWER PIPE SDR-35/ SDR-27 - L.F.	2459.00	\$113.70	\$279,588.30
50303.0 - 12" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	45.00	\$141.20	\$6,354.00
50304.0 - 15" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	741.00	\$126.10	\$93,440.10
50305.0 - 18" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	145.00	\$153.10	\$22,199.50
50353 - SANITARY SEWER LATERAL SDR-35/SDR-26 - L.F.	2439.00	\$21.70	\$52,926.30
50354.0 - RECONNECT SANITARY LATERAL - EACH	75.00	\$3,400.00	\$255,000.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$10,000.00	\$10,000.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	251.00	\$47.00	\$11,797.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	395.00	\$60.40	\$23,858.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	191.00	\$63.00	\$12,033.00
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	240.00	\$95.80	\$22,992.00

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7584

DATE: 11/4/16

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	152.00	\$78.80	\$11,977.60
50461.0 - 12 INCH RCP AE - EACH	1.00	\$915.00	\$915.00
50501.0 - 8'X4' ASTM C-1433 BOX CULVERT - INSTALATION - LF	870.00	\$565.00	\$491,550.00
50511.0 - BOX CULVERT WINGWALL - EACH	1.00	\$12,500.00	\$12,500.00
50601.0 - 12 INCH RCP AE GATE - EACH	1.00	\$365.00	\$365.00
50651.0 - 8'X4' BOX CULVERT OUTLET GATE - EACH	1.00	\$5,500.00	\$5,500.00
50701.0 - 4' DIA. SANITARY SAS - EACH	14.00	\$3,095.00	\$43,330.00
50723.0 - 3'X3' STORM SAS - EACH	4.00	\$2,860.00	\$11,440.00
50741.0 - TYPE H INLET - EACH	17.00	\$2,210.00	\$37,570.00
50768.0 - TERRACE INLET TYPE 3 - EACH	2.00	\$3,060.00	\$6,120.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$400.00	\$1,200.00
50781.0 - 8 INCH SANITARY SEWER OUTSIDE DROP - VF	3.22	\$410.00	\$1,320.20
50791.0 - SANITARY SEWER TAP - EACH	6.00	\$190.00	\$1,140.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$885.00	\$885.00
50797.0 - EXTERNAL SANITARY SEWER STRUCTURE JOINT SEAL - EA	14.00	\$475.00	\$6,650.00
50801.0 - ULO - EACH	5.00	\$580.00	\$2,900.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1300.00	\$1.10	\$1,430.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	600.00	\$0.80	\$480.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	700.00	\$1.10	\$770.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1200.00	\$7.00	\$8,400.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	250.00	\$8.80	\$2,200.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	650.00	\$9.00	\$5,850.00
60819.0 - PAVEMENT MARKING EPOXY, CURB - L.F.	500.00	\$4.40	\$2,200.00
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	200.00	\$3.00	\$600.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$150.00	\$150.00
60886.0 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.	400.00	\$2.00	\$800.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 4-INCH - L.F.	1350.00	\$2.00	\$2,700.00
60945.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 24-INCH - L.F.	20.00	\$7.00	\$140.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	165.00	\$74.70	\$12,325.50
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	970.00	\$91.30	\$88,561.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	2560.00	\$106.50	\$272,640.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	10.00	\$1,200.00	\$12,000.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	5.00	\$1,573.00	\$7,865.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	11.00	\$2,675.00	\$29,425.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	10.00	\$3,360.00	\$33,600.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	113.00	\$1,440.00	\$162,720.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	8.00	\$1,850.00	\$14,800.00

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7584

DATE: 11/4/16

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,100.00	\$1,100.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$1,170.00	\$3,510.00
70090.0 - ABANDON WATER VALVE BOX - EACH	10.00	\$133.00	\$1,330.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	216.00	\$12.00	\$2,592.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$853.00	\$1,706.00
90030.0 - SADDLED INLET MODIFIED - EACH	1.00	\$2,402.00	\$2,402.00
90031.0 - STORM CONTROL PLAN AND IMPLEMENTATION - LUMP SUM	1.00	\$1,795.00	\$1,795.00
90032.0 - 18" PIPE PLUG AT EX ENDWALL - EACH	1.00	\$490.00	\$490.00
90033.0 - REMOVE CUNETTE - SY	10.00	\$47.00	\$470.00
90034.0 - 10-INCH CONCRETE CUNETTE - SY	16.00	\$215.00	\$3,440.00
90035.0 - STEEL RAILING - L.F.	22.00	\$190.00	\$4,180.00
90036.0 - STORM BOX END - EACH	1.00	\$1,365.00	\$1,365.00
90037.0 - 3'X3' SAS - MODIFIED - EACH	2.00	\$2,800.00	\$5,600.00
90038.0 - CONCRETE WASTE MANAGEMENT - LUMP SUM	1.00	\$350.00	\$350.00
90701.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	50.00	\$21.00	\$1,050.00
90702.0 - TRAFFIC CONTROL FLEXIBLE TURBULAR MARKER BASES - EACH	50.00	\$5.00	\$250.00
129 Items	Totals		\$2,990,272.24



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

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

Principal Engineers
Michael R. Dalley, P.E.
Christina M. Bachmann, P.E.
John S. Fahmey, P.E.
Gregory T. Fries, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.
Operations Manager
Kathleen M. Cryan
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Bryan Bemis

BIENNIAL BID BOND

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)
(~~individually~~ ~~(partnership)~~), (hereinafter referred to as the "Principal") and
BERKLEY INSURANCE COMPANY

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through February 1, 2018.

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

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

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

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

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

PRINCIPAL

R.G. HUSTON CO., INC.
COMPANY NAME

AFFIX SEAL



By:

Brad Huston
SIGNATURE AND TITLE
Brad Huston - President

SURETY

BERKLEY INSURANCE COMPANY
COMPANY NAME

AFFIX SEAL

December 4, 2015
DATE

By:

Joseph L. Vigna
SIGNATURE AND TITLE
Joseph L. Vigna, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 429050 for the year 2015 / 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 4, 2015
DATE

Joseph L. Vigna
AGENT Joseph L. Vigna

17035 West Wisconsin Avenue - Suite 135
ADDRESS

Brookfield, Wisconsin 53005
CITY, STATE AND ZIP CODE

262-792-2210
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.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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

Kathleen Corey
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

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

Given under my hand and seal of the Company, this 4th day of December, 2015.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

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

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

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

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

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

Or

email BSGClaim@berkleysurety.com

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of December in the year Two Thousand and Sixteen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted DECEMBER 6, 2016, 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:

WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016 CONTRACT NO. 7584

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO MILLION NINE HUNDRED NINETY THOUSAND TWO HUNDRED SEVENTY-TWO AND 24/100 (\$2,990,272.24) 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.

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

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

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

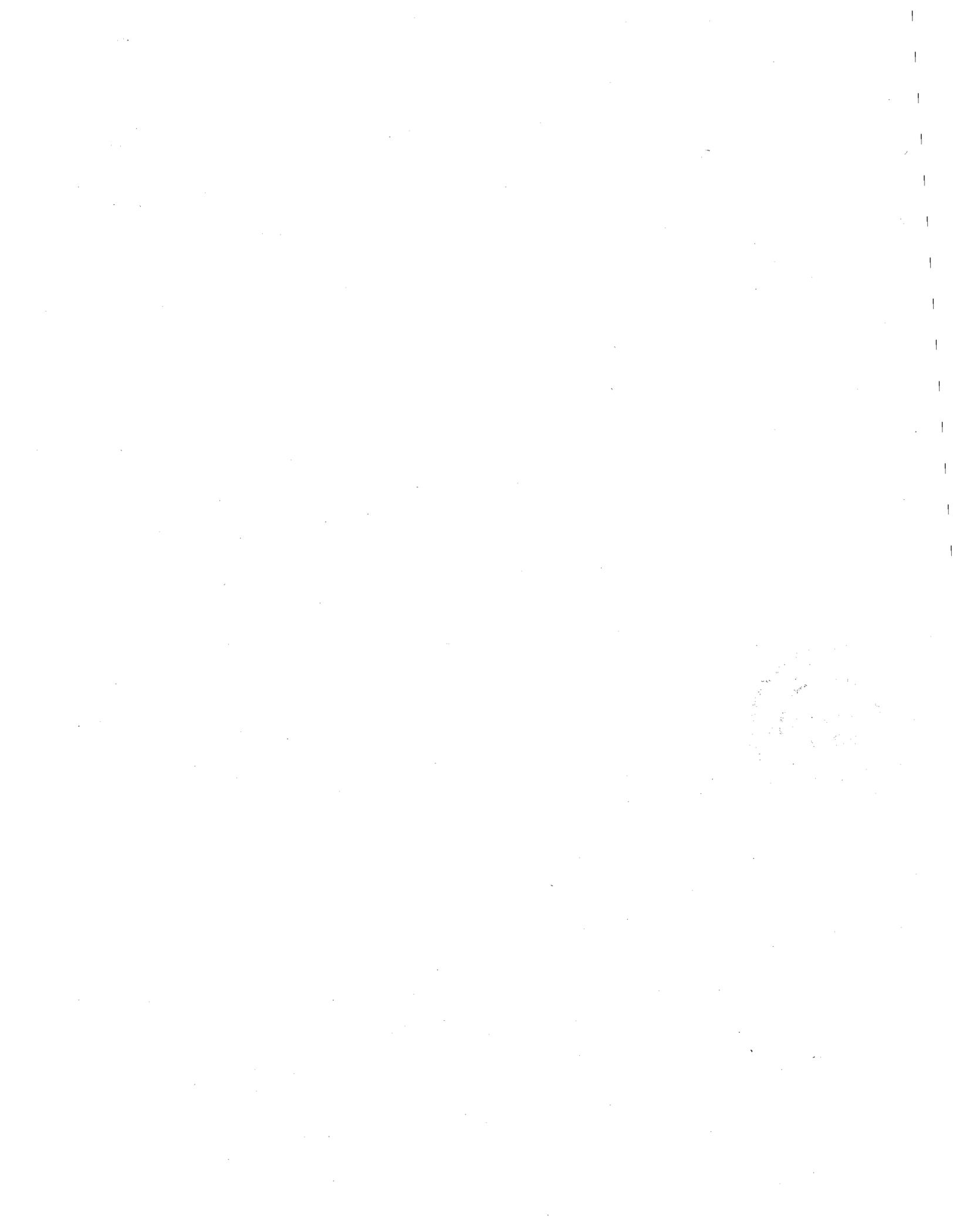
b. Requirements. For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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



**WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO. 7584**

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:

[Signature] 11/18/16
 Witness Date
[Signature] 11/18/16
 Witness Date

R. G. HUSTON CO., INC.
 Company Name
[Signature] 11/18/16
 President Date
[Signature] 11/18/16
 Secretary Date

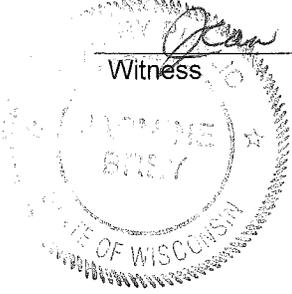
CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
 Finance Director
 Signed this 30th day of December, 2016
[Signature]
 Witness
[Signature]
 Witness

[Signature]
 City Attorney
[Signature] 12-30-16
 Mayor Date
[Signature] 12-13-2016
 City Clerk Date





SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal, and BERKLEY INSURANCE COMPANY

Company of Des Moines, Iowa as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO MILLION NINE HUNDRED NINETY THOUSAND TWO HUNDRED SEVENTY-TWO AND 24/100 (\$2,990,272.24) 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.

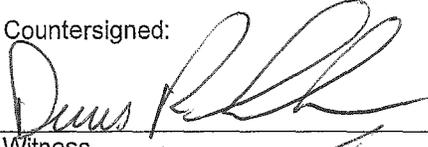
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**WALTER STREET & SARGENT STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO. 7584**

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

Signed and sealed this 7th day of December, 2016

Countersigned:



Witness



Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)



President



Approved as to form:



City Attorney

BERKLEY INSURANCE COMPANY

Surety _____ Seal

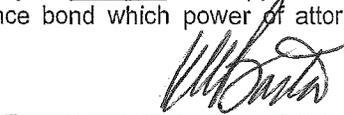
Salary Employee Commission

By


Attorney-in-Fact Dennis M. Barton

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 2016, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

December 7, 2016
Date


Agent Signature Dennis M. Barton

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of September, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of September, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 7th day of December, 2016

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

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

Or

Email: BSGClaim@berkleysurety.com

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

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

SECTION J: PREVAILING WAGE RATES

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/8/2016

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201600001

PROJECT OWNER:

ROBERT F PHILLIPS, INTERIM CITY ENGINEER
CITY OF MADISON - ENGINEERING
210 M L KING JR BLVD, RM 115
MADISON, WI 537033342

REQUESTER:

ROBERT F PHILLIPS, INTERIM CITY ENGINEER
CITY OF MADISON - ENGINEERING
210 M L KING JR BLVD, RM 115
MADISON, WI 537033342

ADDITIONAL CONTACT:

NORMAN DAVIS, CONTRACT COMPLIANCE
CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV
210 MARTIN L KING JR BLVD, RM 523
MADISON, WI 537033342

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

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

Enclosures

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

ISSUED BY:

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

Web Site: <http://dwd.wisconsin.gov/er/>

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.

Issued On: 01/08/2016
Amended On: 01/28/2016

DETERMINATION NUMBER: 201600001

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON - ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- 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, whenever 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 journey person'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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
112	Fire Sprinkler Filter	36.78	19.97	56.75
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.58	53.08
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	18.67	51.49
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.39	45.32
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	38.82	18.02	56.84
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	29.65	1.71	31.36
134	Sheet Metal Worker	35.55	24.67	60.22
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	33.69	19.78	53.47
203	Three or More Axle	18.25	21.61	39.86
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.61	39.86
207	Truck Mechanic	18.25	21.61	39.86

LABORERS

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

HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
	Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.			
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician	52.00	1.50	53.50
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	44.20	18.26	62.46
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
TRUCK DRIVERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00
LABORERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE 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. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.89	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Asslstant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.87	18.79	48.66
125	Pavement Marking Operator	31.24	17.30	48.54
126	Piledriver	30.11	21.09	51.20
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
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 OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	36.72	21.15	57.87
203	Three or More Axle Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.78	18.96	44.74
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Page/s/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx .	30.82	21.85	52.67
205	Pavement Marking Vehicle	23.82	17.72	41.54
206	Shadow or Pilot Vehicle	25.28	18.31	43.59
207	Truck Mechanic	25.28	18.31	43.59

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.95	15.65	46.60
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.95	15.65	46.60
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	27.30	15.65	42.95

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	38.27	21.85	60.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a 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.	37.27	21.85	59.12
	Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx .			

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	Belling, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page/s/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.01	21.85	58.86
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page/s/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	36.72	21.85	58.57
536	Fiber Optic Cable Equipment.	29.50	0.68	30.18
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

Fringe Benefits Must Be Paid On All Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	36.72	21.15	57.87

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
133	Roofer or Waterproofer	29.65	1.71	31.36
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	18.00	0.00	18.00
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	18.00	0.00	18.00
207	Truck Mechanic	18.00	0.00	18.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	26.34	15.17	41.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
303	Landscape Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.80/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.	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page/s/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page/s/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page/s/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.27	21.85	59.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	29.50	0.68	30.18
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87

550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87
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**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'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 (Cary Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (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.	36.17	19.19	55.36
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	29.50	0.68	30.18

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
129	Plasterer	30.00	9.21	39.21
130	Plumber	30.00	11.56	41.56
132	Refrigeration Mechanic	22.50	9.03	31.53
133	Roofer or Waterproofer	21.00	4.10	25.10
134	Sheet Metal Worker	23.22	5.45	28.67
135	Steamfitter	17.05	0.94	17.99
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	22.50	2.36	24.86
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic	33.67	17.82	51.49
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner	25.00	2.99	27.99
146	Well Driller or Pump Installer	29.00	0.64	29.64
147	Siding Installer	14.00	0.00	14.00

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	16.50	0.50	17.00
203	Three or More Axle	21.53	3.34	24.87
205	Pavement Marking Vehicle	21.53	3.34	24.87
207	Truck Mechanic	21.53	3.34	24.87

LABORERS

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
303	Landscaper	15.00	4.03	19.03
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE 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, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	34.22	19.55	53.77
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belling, 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 \$1.60/hr on 6/3/2016.	31.99	20.38	52.37

***** END OF RATES *****

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



Scott Walker, Governor
Reginald J. Newson, Secretary

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

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

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

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

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

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

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

(Updated-122215)

POST THE WHITE SHEET

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

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

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

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

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Scott Walker, Governor
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PREVAILING WAGE – Contractors

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

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

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

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

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