

# RUSH

Contract Routing Form

ROUTING: ~~Routine~~

printed on: 05/09/2016

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

Project: Turner Ave., Allis Ave. & Maher St. Assessment District - 2016

Contract No.: 7640  
Enactment No.: RES-16-00341  
Dollar Amount: 2,085,996.65 ✓

File No.: 42471  
Enactment Date: 05/05/2016

Contract approved & posted in Muni's *KLSV*

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-10-2016	5-10-2016
Director of Civil Rights	5-11-2016	5/17/2016
Risk Manager	5-17-16	5/17/16
Finance Director	5-17-16 <i>KLSV</i>	5-18-16
City Attorney	#607   5/18/16	5/18/16
Mayor	5-18-16	5-18-16

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

Original + 2 Copies

05/09/2016 09:58:30 enjls - LeAnne Hannan, 266-4057

Dis Rights: OK *(N/A)* / Problem - Hold  
Prev Wage: *(A)* / Agency / No  
Contract Value: *2,085,996.65*  
AA Plan: *Approved*  
Amendment / Addendum #  
Type: POS / Dvlp / Sbdv / Gov't / Grant / *(P/W)* / Goal / Loan / Agrmt

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Details    Reports

File #: 42471    Version: 1    Name: Awarding Public Works Contract No. 7640, Turner Avenue, Allis Avenue & Maher Street Assessment District - 2016.

Type: Resolution    Status: Passed

File created: 4/11/2016    In control: BOARD OF PUBLIC WORKS

On agenda: 5/3/2016    Final action: 5/3/2016

Enactment date: 5/5/2016    Enactment #: RES-16-00341

Title: Awarding Public Works Contract No. 7640, Turner Avenue, Allis Avenue & Maher Street Assessment District - 2016.

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 1. Contract 7640.pdf

History (3)    Text

**Fiscal Note**

In the adopted 2016 capital budget, Engineering Major Streets has budgeted \$4.02 million for the reconstruction of streets with substandard pavement via the Rural to Urban Streets program (MUNIS 10204). The minor project for Turner and Allis Ave Reconstruction (MUNIS 10904) has sufficient budget authority for the cost of the contract in the proposed resolution. Funding for the project is predominantly from GO borrowing.

The proposed resolution approves the contract at a total estimated cost of \$2,252,870. The breakout of this total cost by agency is as follows:

Engineering - Major Streets	\$999,400
Stormwater Utility	\$117,620
Sewer Utility	\$538,580
Water Utility	\$597,270
<b>Total</b>	<b>\$2,252,870</b>

**MUNIS:**

10904-402-170:54410(91350) - \$890,600.00  
 10904-402-174:54445(91345) - \$108,800.00  
 10904-84-174:54445(91345) - \$103,500.00

*Le Anne Hannan*

*SJR KLS*

10904-84-174-84500:54445(91345) - \$14,120.00

10904-83-173:54445(91345) - \$538,580.00

10904-86-179:54445(91360) - \$597,270.00

**Title**

Awarding Public Works Contract No. 7640, Turner Avenue, Allis Avenue & Maher Street Assessment District - 2016.

**Body**

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

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

See attached document (Contract No. 7640) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 7640  
TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSSSMENT DISRICT - 2016

R.G. HUSTON CO., INC.

\$2,085,996.65

Acct. No. 10904-402-170:54410(91350)	\$824,628.34
Contingency 8%±	<u>65,971.66</u>
Sub Total	\$890,600.00
Acct. No. 10904-402-174:54445(91345)	\$100,742.00
Contingency 8%±	<u>8,058.00</u>
Sub Total	\$108,800.00
Acct. No. 10904-84-174:54445(91345)	\$95,835.95
Contingency 8%±	<u>7,664.05</u>
Sub Total	\$103,500.00
Acct. No. 10904-84-174-84500:54445(91345)	\$13,076.00
Contingency 8%±	<u>1,044.00</u>
Sub Total	\$14,120.00
Acct. No. 10904-83-173:54445(91345)	\$498,687.86
Contingency 8%±	<u>39,892.14</u>
Sub Total	\$538,580.00
Acct. No. 10904-86-179:54445(91360)	\$553,026.50
Contingency 8%±	<u>44,243.50</u>
Sub Total	\$597,270.00

GRAND TOTAL \$2,252,870.00

SBS Web Site | SBS Online Services | NAIC Services | NIPR Services | Help



## 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: 04/27/2016

### 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		Property	10/12/2004

			INTERMEDIARY (AGENT) INDIVIDUAL		
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



\$2,085,996.65  
CONTRACTOR'S OFFICE COPY

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

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT -  
2016

CONTRACT NO. 7640

MUNIS NO. 10904

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 3, 2016

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

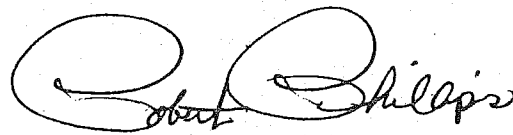
TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT -  
2016  
CONTRACT NO. 7640

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This Proposal, and Agreement have  
been prepared by:

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



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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:	TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO.:	7640
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 1, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 1, 2016
BID SUBMISSION (1:00 P.M.)	APRIL 8, 2016
BID OPEN (1:30 P.M.)	APRIL 8, 2016
PUBLISHED IN WSJ	MARCH 25 & APRIL 1, 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](http://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](http://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](http://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](http://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.

**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](http://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](http://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](http://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](http://www.cityofmadison.com/dcr/aaTBDir.cfm). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

### 2.4 Small Business Enterprise Compliance Report

#### 2.4.1 Good Faith Efforts

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

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

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

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

shall be deemed non-responsible and the bidder ineligible for award of this contract.

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

### TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016 CONTRACT NO. 7640

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

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

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

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

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

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

**ARTICLE 104**

**SCOPE OF WORK**

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 Turner Avenue from Kay Street to Buckeye Road, Allis Avenue from Turner Avenue to the S. Stoughton Road frontage road, and Maher Street from Allis Avenue to approximately 200' north. The total street project length is approximately 3115 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 Gas will be replacing the gas main and services within the project limits. It is anticipated that the work will be completed prior to the start of this contract.

MG&E Electric will be relocating the poles that are in conflict with the street construction. This work will take place prior to construction.

AT&T will relocate their facilities that are on the MG&E poles located between 4708 Turner Ave and Buckeye Road. AT&T will relocate the VRAD cabinet located at Sta. 43+25 LT; they are attempting to acquire an easement from the adjacent property owner but cannot guarantee that the cabinet will be relocated prior to construction.

Charter has facilities on the MG&E poles. They will relocate their facilities in conjunction with MG&E's pole relocations.

## **SECTION 107.1**      **PUBLIC CONVENIENCE AND SAFETY**

The following addresses will require handicap access during construction:

- 4722 Turner Avenue
- 48048 Allis Avenue
- 

The house at 4801 Buckeye Rd is located close to the edge of the right-of-way and has a dirt foundation. The Contractor shall use caution when working in this area to prevent damage to the foundation.

## **SECTION 107.7**      **MAINTENANCE OF TRAFFIC**

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Gretchen Aviles, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com), a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project,

caused by the Contractor. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

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.

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

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

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closure of streets. Notify Madison Metro one week prior to street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Katie Sellner (608) 261-9633.

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

**Turner Ave/Allis Ave**

Turner Ave & Allis Ave may be closed to through traffic, at the project limits, for the duration of the project. The contractor shall maintain two-way traffic on Camden Rd at all times.

**Maher Ave**

Maher Ave may be closed to through traffic, at project limits, for the duration of the project.

**Stoughton Road Service Rd**

The contractor shall maintain two-way traffic on S Stoughton Road Service Rd at all times.

**Kay Street**

The contractor shall maintain two-way traffic on Kay St at all times. Madison Metro will be using Kay Street as a temporary bus route.

**Buckeye Rd**

The contractor shall maintain two-way traffic on Buckeye Rd at all times.

Local and emergency vehicle access shall be maintained to all properties at all times.

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

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 5 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 5 days after the landscaping is completed. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

Contact Gretchen Aviles, Traffic Engineering Division, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com), with any questions concerning these traffic control specifications.

## **SECTION 108.2 PERMITS**

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

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 **MAY 31, 2016**. The total time for completion of this contract is **ONE HUNDRED FORTY-SIX (146) 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.

## **ARTICLE 501 STORM SEWER STRUCTURES**

### 501.1 Description

#### **STORM SEWER GENERAL**

The storm sewer designer for this project is Corey Stelljes. He may be contacted by phone at (608) 266-9721 or by email at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com).

Storm sewer work shall include installing approximately 1625 feet of new RCP storm sewer pipe ranging in size from 12" to 24" diameter at locations and sizes that are specified on the plan set and in accordance with the Standard Specifications.

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

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/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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

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**

The Sanitary Sewer designer for this project is Corey Stelljes. He may be contacted at (608) 266-9721 or [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com).

Sanitary sewer pipe work shall include installing approximately 2931 feet of new 8" PVC, 44' feet of new 10" PVC and 1667' of sanitary sewer lateral at locations and lateral sizes that are specified on the plan set and in accordance with the Standard Specifications. In addition, the scope of sanitary work include pipe bursting 328' of existing 10" VP clay sewer pipe and installing new 10" HDPE or fusible C900 pipe.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish. ASTM D3034 SDR 35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEM 50301) and Sanitary Sewer Lateral (BID ITEM 50353.) Sanitary lateral regardless of size shall be paid under BID ITEM 50353.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection and erosion control measures 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. 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 (ULO's) will be granted for the inability to locate the sanitary lateral at the property line except for the lateral at 4705 Allis Dr.

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. 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 that are called abandonment are not active.

The majority of the sanitary sewer laterals were located by TV reports prior to design. Not all laterals on the project had tie downs at the property line from original installation. A location at the property line was estimated for these. 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.

In addition to the requirements detailed in Article 210.1(a) the Contractor shall supply a dewatering plan. At a minimum the dewatering plan shall include the Contractor's methods, practices, and or devices to perform TYPE I and/or TYPE II Dewatering per Section 502.1(c) Dewatering in the City of Madison Standard Specifications for Public Works Construction and Wisconsin Department of Natural Resources (WDNR) SOC Technical Standard 1061 Dewatering. If TYPE II Dewatering is expected to be used at a

rate in excess of 70 g.p.m. the dewatering plan shall also include a copy of any applicable WDNR permits.

## **ARTICLE 510**                    **SEWER PIPE BURST REHABILITATION OF SANITARY SEWER**

### **ARTICLE 510.1**                    **INTENT**

This specification shall cover replacement of existing sanitary sewer through the use of a pipe bursting system approved by the Engineer. Where called for on the plan set, existing 10-inch VCP shall be replaced with a minimum of 10-inch High Density Polyethylene (HDPE) pipe. Pipe bursting methodology; be it dynamic pneumatic, hydraulic, or static will be at the discretion of the Contractor but subject to approval by the Engineer. Any methodology submitted for approval by the Contractor shall meet all specifications and requirements detailed in this document, including requirements based on restricted access.

When complete, the new pipe will extend from one manhole to the next manhole in a continuous, watertight length.

No lateral connections are expected in this sewer run.

Pipe bursting is being called for to avoid any excavation in the easement between Turner Ave and Spaanem Ave.

### **ARTICLE 510.2**                    **REFERENCE DOCUMENTS**

This specification references standards from the American Society for Testing Materials (ASTM) for pipe bursting related to sanitary sewer installations. The following is a list of applicable standards for pipe bursting in sanitary sewer applications: ASTM D 1238-99, ASTM D 1505-98, ASTM D 790-00, ASTM D 638-99, ASTM D 1693-00, ASTM D 3350-99, ASTM D 618-99, ASTM D 2837-98a, and ASTM D 57.

### **ARTICLE 510.3**                    **CONTRACTOR PRE-QUALIFICATIONS**

The Contractor shall be verified by the pipe bursting system manufacturer as a fully trained user of the proposed pipe bursting system. The pipe bursting system shall be operated by personnel trained by a qualified representative of the pipe bursting system manufacturer. The Construction Engineer may require the Contractor to provide certificates of training for any employee directly involved in the supervision or operation of the pipe bursting system. Polyethylene pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with new pipe installation shall receive training in the proper methods for handling and installing the polyethylene pipe. Such training shall be conducted by a qualified representative of the fusion equipment manufacturer.

The Contractor shall be a licensed Contractor by the City of Madison for sewer and water construction.

### **ARTICLE 510.4**                    **QUALITY ASSURANCE**

The Contractor is solely responsible for quality assurance during the length of the project. The Contractor is responsible for any costs associated with corrective measures required to replace or repair items not meeting the quality standards specified by the Construction Engineer.

Any PE piping materials may be rejected for failure to meet any of the requirements of the specification. Pipe and fittings shall be homogeneous throughout and free of serious abrasion, cracks, kinking, flattening, holes blisters and any other visual defects.



## **ARTICLE 510.5            SUBMITTALS**

The Contractor shall submit the items listed below for review and approval by the City of Madison in accordance with the Contract Documents. The Construction Engineer shall grant approval of the submittals prior to ordering pipe materials and/or commencing the pipe replacement process. The Engineer will complete the review as quickly as possible, but may require up to ten (10) working days from the date the submittals are received until they are returned to the Contractor.

- 1) Shop Drawings, Catalog Numbers, and Manufacturer technical data showing complete information regarding material composition, physical properties, and dimensions of new pipe and fittings. Manufacturer recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
- 2) Verifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the proposed pipe bursting equipment by an authorized representative of the equipment manufacturer..
- 3) Verifications from the pipe manufacturer of training in the proper method of handling and installing the new pipe. Verifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.
- 4) Detailed construction procedures, and layout plans to include sequence of construction. Locations, sizes, and construction methods for the service reconnection pits.
- 5) Method of construction, reconnection, and restoration of existing service laterals.
- 6) Methods of modification, if required, for existing sewer access structures.
- 7) Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
- 8) Sewer bypass plans, including detailed methods and a list of equipment to be utilized.
- 9) Contingency plans for the following undesired conditions:
  - a) Unforeseen obstructions causing burst stoppage, such as unanticipated changes in host pipe material, repair sections, concrete encasements or cradles, buried or abandoned manholes, or changes in direction not depicted on maps provided by the City
  - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing
  - c) Damage to existing service connections or replacement pipe
  - d) Damage to other existing utilities
  - e) Loss and return of line and grade
  - f) Soil heave or settlement.

## **ARTICLE 510.6            DELIVERY, STORAGE, AND HANDLING**

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer to prevent damage. If new pipe and fittings become damaged before or during installation it shall be repaired or replaced, as recommended by the manufacturer or required by the Engineer at no additional cost to the City. No materials shall be dumped, dropped, pushed, or rolled into any trench. Pipe shall be less than 2 years old at the time of installation

## **ARTICLE 510.7            ACCEPTABLE BURSTING EQUIPMENT**

Any one of the following equipment will be considered acceptable installation equipment alternate.

## **HDD/Impactor Pipe Bursting**

HDD/Impactor Pipe Bursting creates an impact load in the pipe by applying a "hoop" stress into the pipe, causing it to burst in tension. The Dynamic Bursting system consists of a 24,000, 33,000, or 50,000 class Horizontal Directional Drill and a pneumatic (Air Impactor) or mechanical (Rotary Impactor) bursting tool. Both the Air and the Mechanical Impactor rely on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously, the new replacement pipe is installed in the void created by the bursting tool. The horizontal directional drill is used to drill from the surface down to, and through, the sections of pipe to be replaced then back up to the surface where the appropriate bursting tool is attached to the drill rod. The horizontal directional drill then pulls the bursting tool into the old pipe providing a constant tension pulling force and maintaining correct line and grade while the tool bursts the pipe. This technique is aimed at the replacement of gravity pipes as well as pressure pipes and is suitable for diameters of 6-inches to 12-inches.

## **Pneumatic Pipe Bursting**

Pneumatic Pipe Bursting is done by creating an impact load in the pipe by applying a "hoop" stress into the pipe causing it to burst in tension. This technique uses a pneumatic bursting head with a properly sized expander, and relies on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously the new replacement pipe is installed into the space created by the pneumatic bursting head and expander. A winch cable is attached to the nose of the bursting head to maintain correct line and grade by providing constant pulling tension and enhancing the percussive force. Winching forces up to 20 tons are typical for this method. This technique is primarily aimed at the replacement of gravity pipes as well as pressure pipes, and has been used in diameters ranging from 4-inches to 54-inches or larger.

## **Hydraulic Pipe Bursting**

Rather than the pipe being burst from the transfer of a pulling or hammering radial force into the plane of the pipe diameter, the bursting head diameter expands, fragmenting the pipe from the inside.

The bursting head is equipped with "petals" that open and close under hydraulic pressure. Using hydraulic cylinders, the bursting head first expands to crack the host pipe, then contracts to allow the winch to pull the pipe string forward, while tension is applied to the nose of the head using a winch cable to maintain directional stability. Hydraulic bursting is primarily used for on-line replacement of sewers and gravity pipelines 6-inches to 20-inches in diameter or larger.

## **Static Pipe Bursting**

In Static Pipe Bursting, a pulling force is applied to a tapered or blunt nosed bursting head through steel rods, chain or cable and new pipe is simply pulled behind the burst head through the old pipe. In this process the old pipe fails in tension created by the radial force applied to the pipe wall by the bursting head. As the bursting head advances, the old pipe is fragmented and compressed into the adjacent soil and the new pipe is simultaneously installed in the void. The static pipe bursting winch equipment is modeled after high-powered hydraulic jacks, mounted horizontally, or a high-tension drum type of winch. Pulling forces of up to 225 tons are typical for this method. In general, this method is used in pipes 4-inches to 40-inches in diameter, or larger.

### **ARTICLE 511**

### **MATERIAL SPECIFICATIONS**

#### **ARTICLE 511.1**

#### **PIPE SPECIFICATIONS**

Ten-inch polyethylene plastic pipe shall be high-density polyethylene pipe and meet the applicable requirements of ASTM F 714 Polyethylene (PE) Plastic Pipe (DR-17) Based on Inside Diameter or AWWA C 900, ASTM D 1248 and ASTM D 3350. All other pipe materials used on the project shall be in

conformance with Article 503 of the City of Madison Standard Specifications for Public Works Construction- Latest Addition.

Fusible AWWA C900 DIPS DR25 with mechanical wye joint to standard PVC fitting is considered an acceptable pipe material for this pipe bursting work.

The size of the proposed pipe burst shall be at the size proposed on the plan set and shall be of its original or greater flow capacity.

The Contractor shall install pipe made of virgin materials. No reworked pipe except that obtained from the manufacturers own production of the same formulation shall be used.

The new pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults

#### **ARTICLE 511.2            MATERIAL TESTING**

The Contractor shall notify the Construction Engineer at the completion of each burst segment. The Construction Engineer may, if they choose, conduct an inspection of the new pipe to determine the condition of the pipe subsequent to the burst.

Any defects that, in the opinion of the Construction Engineer, affect the structural integrity of the pipe shall be repaired or replaced by the Contractor at no additional cost to the City of Madison.

#### **ARTICLE 512            METHOD OF CONSTRUCTION**

Pipe bursting shall replace the existing 10-inch vitrified clay pipe with 10-inch (inside diameter) HDPE pipe or fusible C900 pipe, as specified in Article 511.1.

The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for tool sizes recommended for various pipe diameters as well as parameters associated with tool sizes for allowable upsize percentages.

The pipe bursting tool shall be pulled through the sewer by a cable or rods located at the machine pit. The bursting unit shall pull the polyethylene (PE) pipe with it as it moves forward from the insertion pit. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting unit shall be remotely controlled. Sectional replacement pipe shall be pushed as well as pulled behind the bursting head.

The bursting action of the tool shall increase the external dimensions sufficiently to break the existing pipe and simultaneously expand the surrounding ground sufficiently to permit pulling the new pipe through the annular space.

Videos and TV reports of the sanitary sewer that is planned to pipe burst with this project have been included in Attachment A as well as online at the following website. This information has been made available to you for bidding purposes. If you have problems, DVDs or CDs will also be available upon request. In order to access the videos online, enter the following on your Microsoft Internet Explorer address bar:

<ftp://ftp.cityofmadison.com>

click Page  
select Open FTP site in Windows Explorer

Enter the following at the prompt:  
Username: cityftp  
Password: 2upload!

If you are not prompted, go to the File menu and select Login As and use the following use the following Username/ password combination:

Username: cityftp  
Password: 2upload!

After you have accessed the City ftp site, the directory of interest for this project is called TURNER AVE PIPE BURST. Copy the video files and .pdf files onto your hard drive, and the videos are yours to watch for bidding.

This TV inspection was done with the new City panoramic camera. Panoramic view instructions are also located in the TURNER AVE PIPE BURST folder on the FTP site.

If you have problems, the videos and .pdfs will be available on DVDs or CDs upon request

#### **ARTICLE 512.1**      **LAUNCHING PIT**

All pits shall be prepared and shored in an approved manner. For all static rod and cable pull machines, the machine shall be properly braced to resist the horizontal force necessary for the bursting operation. This may require the use of a thrust block with proper structural capabilities. If sewer access structures are used in lieu of pits, they shall be appropriately protected.

#### **ARTICLE 512.2**      **EXISTING UTILITIES**

The City shall provide the Contractor with all available documents relating to the location of utilities adjacent to the pipe to be replaced. Prior to commencing work, the Contractor shall verify the location of all adjacent utilities. The minimum clearance from other utilities shall be two feet. The Construction Engineer may, at their discretion, reduce the minimum clearance.

Unless otherwise noted in the contract documents, settlement or heaving of the ground surface during or after construction will not be allowed. The Contractor is solely responsible for the costs for repairing any surface heaving unless specified otherwise in the contract documents. However, at the discretion of the Construction Engineer, if soil conditions are not favorable and pipe up-sizing is required, a minimal amount of ground heaving may be allowed.

#### **ARTICLE 512.4**      **PIPE JOINING**

The HDPE pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer recommendations.

Fusion shall be pre-formed by technicians certified by a manufacturer of pipe fusion equipment.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. All joints shall be subject to acceptance by the Construction Engineer prior to insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness (ASTM 585), shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Construction Engineer shall be discarded and not used.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a mechanical coupling (e.g. a full-circle stainless repair clamp), electro-fusion couplings (e.g. Central Plastics or equivalent), or a non-shear restraint coupling. All connections shall be in conformance with the manufacturer's installation procedures.

#### **ARTICLE 512.5            BYPASSING OF FLOWS**

During execution of the work the Contractor shall be responsible for the continuity of sanitary sewer service to each facility connected to the affected sections of sewer main during and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sanitary sewers, if available. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without sewage backup to private property. The Contractor shall be solely responsible for clean-up, repair, property damage costs, and claims resulting from failure of the diversion system.

The Contractor shall submit a detailed bypass pumping plan to the City Engineer for approval. At the sole discretion of the Construction Engineer, the Contractor may plug the main line sewer at an existing upstream sewer access structure or reduce flows by any other method specified in the contract documents and approved by the Construction Engineer.

The Contractor shall submit specifications for all pumping equipment to the City for approval. A list of all backup pumping equipment to be held in reserve on the job site will also be submitted. The pumps and bypass lines shall be adequate capacity and size to handle all flows.

All costs for bypass pumping required during pipe bursting installation shall be considered incidental to pipe bursting.

#### **ARTICLE 512.6            LUBRICATION**

Lubrication shall be used if, in the opinion of the Contractor, such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Construction Engineer. Generally lubricants are used in pipe bursting when the new pipe is equal to or greater than two (2) times the diameter of the existing pipe, the burst length exceeds 300 feet, the diameter of new pipe exceeds 12-inches, or the hose pipe is under ground water. All lubrication required for installation of the pipe shall be considered incidental to pipe bursting.

#### **ARTICLE 512.9            RESTORATION**

##### **SANITARY ACCESS STRUCTURE (SAS) RESTORATION**

The Contractor shall restore all manholes and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work.

Prior to restoring sanitary access structures, the installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to sealing the annulus or backfilling the insertion pit. A sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of Central Plastics Electro Fusion coupling, or approved equal. The electro fusion couplings shall be slipped over the pipe ends, against the sewer access structure wall and fused into place. Installation of electro fusion couplings shall be done in accordance with the manufacturer's recommendations.

Following the relaxation period, the newly installed pipe shall be restrained and sealed at the sewer access structure in accordance with the manufacturer's recommendations and with a material approved by the Construction Engineer.

Restoration of the bottom of the SAS shall be completed as follows:

- a. For restorations up to three (3) inches, grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Construction Engineer, incorporate grout additives to improve flow properties, provided that the minimum compressive strength requirements are met.
- b. For SAS restorations greater than three (3) inches, concrete shall be used and the contractor shall be compensated with both a Sanitary Sewer Tap (Bid item 50791) and a Reconstruct Bench and Flowline (Bid Item 50103).

Any additional restoration or damage repair of sanitary access structures shall be considered incidental to pipe bursting.

### **PIT RESTORATION**

The Contractor shall restore all launching/ excavation pits and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work. Disturbed areas on private property shall be restored according to property owner specifications, within reason.

Prior to backfilling lateral and launching pits, the Contractor shall ensure that the new pipe is properly supported and on the required grade. Select fill, or other suitable material approved by the Construction Engineer, shall be used immediately under the new pipe to provide support and avoid sagging after backfill and compaction. Backfill shall comply with Section 502.1(e) of the Standard Specifications.

The surface repair of Pit Restoration, such as concrete work, pavement work, topsoil, seeding and mulching shall be considered incidental to pipe bursting in Spaanem Ave. and paid under the appropriate bid item included in the contract for Turner Avenue.

### **ARTICLE 513      FIELD TESTING**

After the existing sewer is completely replaced, the Contractor shall perform an internal inspection with a television camera and DVD. The finished video shall be continuous over the length of the sewer between two manholes, or as specified by the Construction Engineer.

The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe. If in the opinion of the construction Engineer, such defects exist, the pipe shall be repaired or replaced at the expense of the Contractor.

Any pipe section with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site.

All testing shall be considered incidental to pipe bursting.

### **CCTV INSPECTIONS**

The Contractor shall perform post installation internal television inspections upon completion of the project. The video of each sewer line reach shall include description and printed stationing of service lateral locations. Personnel trained to locate and identify breaks, obstacles, and service connections by closed circuit color television shall perform all such inspections. The Contractor shall repair all defects at no additional cost to the City.

Post construction DVDs will be submitted to City Engineering for review prior to final payment. Should any portion of the inspection videos be of inadequate quality or coverage, as determined by the Construction Engineer, the Contractor will re-inspect the unacceptable portion at no additional expense to the City. All original DVDs will become, and remain, the property of City Engineering. The Contractor may retain a second copy.

CCTV inspections shall be considered incidental to pipe bursting.

#### **AIR TEST**

The pipe shall be tested with low pressure air in accordance with ASTM C828. Tests shall be made in the presence of the Contractor and the Engineer. If the pipe fails the air test, the Contractor shall locate the source(s) of the leak and repair the defect(s). The pipe shall then be retested until a satisfactory result is obtained. Despite any previous testing, any leaks developed before the end of the 1-year guarantee period shall be expeditiously repaired by the Contractor at no expense to the City.

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

The Water Utility designer for the project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org).

This project consists of installing new 8-inch and 12-inch diameter class 52 ductile iron water mains on Allis Ave (Turner Ave to Stoughton Rd), Turner Ave (Kay St to Buckeye Rd), and Maher Ave (Allis Ave to approximately 200-feet north). Isolated locations of new 6-inch and 16-inch water main will be installed to make existing water main connections where shown on the plans. All service laterals within the water main replacement limits are to be replaced from the main to the property line. See BID ITEM: 70053 – Replace 1-Inch Copper Service Lateral for additional information regarding lateral replacements.

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

View the site 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 any proposed 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, 2016 edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

NOTE: as shown on the Water Plans, proposed storm sewer installations crossing above existing water mains (which are not to be abandoned with this project) require insulation board to be installed and will be paid under BID ITEM 70101 – Furnish and Install Styrofoam. Consult Water Plans prior to installing proposed storm sewer facilities.

#### **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.

**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 20336**      **PIPE PLUG**

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

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

**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 30453**      **SPLIT BLOCK RETAINING WALL**

**DESCRIPTION**

This work shall include construction of a modular block retaining wall at the locations indicated on the plans or as directed by the Engineer, and in accordance with the manufacturers recommendations. The wall shall be constructed of StoneWall Select, County Block, Rockwood Classic Colonial, Rockwood E-Z Wall, Keystone Garden Wall, Keystone Half Century Wall or an approved equal. The color shall be brown with the final color to be approved by the Engineer.

**CONSTRUCTION**

The wall shall be constructed in accordance with the manufacturers specifications. The Contractor shall take any and all necessary precautions to avoid injury or damage to the existing trees.

**METHOD OF MEASUREMENT**

Modular Block Retaining Wall shall be measured in place by the square feet of surface area.



## **BASIS OF PAYMENT**

Payment for Modular Block Retaining Wall is full compensation for providing all materials, including modular blocks and select backfill, for excavating and preparing foundation; placing and compacting select backfill; backfilling and disposing of surplus material; and restoring the work site; and for all labor, tools, equipment and incidentals required to complete the work.

### **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 50354      RECONNECT SANITARY LATERAL**

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

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. 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.

Laterals were located from City records. 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 the 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 caused by looking for an existing sanitary lateral at the property line will not be compensated to the Contractor. 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.

### **BID ITEM 70035      FURNISH AND INSTALL 16-IN WATER VALVE**

In addition to the requirements of the Standard Specifications, Bid Item 70035 – Furnish and Install 16-IN Water Valve also includes all work associated with extending the existing tracer wire from the existing valve box located at approximately STA 71+87 to the proposed 16-IN butterfly valve located at approximately STA 71+77. See sheet W-3 for plan details. Tracer wire and 16-IN butterfly valve shall meet all material requirements of the Standard Specifications.

### **BID ITEM 70040      FURNISH, INSTALL AND SALVAGE HYDRANT**

In addition to the requirements of the Standard Specifications, Bid Item 70040 – Furnish, Install and Salvage Hydrant, the proposed hydrant located at approximately STA 43+44 (Allis Ave at Buckeye Rd, Sheet W-9) may require plugged drain ports. Consult Water Utility Engineer prior to installation. Any associated work, if required, is considered incidental to this bid item.

### **BID ITEM 70053      REPLACE 1-INCH COPPER SERVICE LATERAL**

All services within the project limits shall be replaced in the right of way and coupled to the existing service pipe at the property line. Place the new curb box and stop in the terrace between the back of the new curb and the front of the new sidewalk. Note that the available space between the back of the new curb and the front of the new sidewalk may vary. Where possible, excavate closely in parallel with the existing service that is being replaced.

Most of the existing water service laterals within the project limits are of an unknown size and record. These services are assumed, but not guaranteed by the Water Utility to be ¾-inch copper. Replace laterals of 1-inch or less with 1-inch copper. If a lateral greater than 1-inch is identified in the field, replace it with the equal size and consult the Engineer.

In addition to the requirements of the Standard Specifications, Bid Item 70053 – Replace 1-Inch Copper Service Lateral also includes all work associated with the abandonment of existing curb boxes.

**BID ITEM 90001      4' GUTTER, SPECIAL**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment and incidentals required to construct a 4' wide concrete gutter section across Stanley Ct. at the intersection with Turner Avenue. The 4' GUTTER, SPECIAL shall conform to the detail included in the plans.

**METHOD OF MEASUREMENT**

4' GUTTER, SPECIAL shall be measured by the lineal foot along the flowline of the gutter.

**BASIS OF PAYMENT**

4' GUTTER, SPECIAL shall be paid for at the contract price which shall be full compensation for all work outlined in the description.

**BID ITEM 90002      CONCRETE SIDEWALK CURB**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment and incidentals required to install a CONCRETE SIDEWALK CURB along the property edge of the sidewalk at the locations shown on the plan or at other locations as directed by the Engineer. The CONCRETE SIDEWALK CURB shall be constructed per the detail in the plan. CONCRETE SIDEWALK CURB is intended to be used in areas where the construction of an ADA compliant sidewalk requires the excavation of the terrace but the depth of the excavation does not warrant the construction of a retaining wall.

**METHOD OF MEASUREMENT**

CONCRETE SIDEWALK CURB shall be measured by the lineal foot along the face of the curb.

**BASIS OF PAYMENT**

CONCRETE SIDEWALK CURB shall be paid for at the contract price which shall be full compensation for all work as outlined in the description.

**BID ITEM 90003      PRUNE TREES**

**DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune existing trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning is necessary. All pruning work shall be performed in accordance with the City of Madison Standard

Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning.

#### **METHOD OF MEASUREMENT**

Prune Tree shall be measured by each tree acceptably pruned.

#### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for furnishing all material, labor, tools, equipment, and incidentals necessary to complete this item of work.

#### **BID ITEM 90004            REMOVE EXISTING WALL & TIE IN NEW WALL**

#### **DESCRIPTION**

This item shall consist of removing portions of existing stone or brick retaining wall, that extend into the street right-of-way. This item shall also include the reworking/reconstruction of the end of the remaining wall to insure that it is stable and secure.

Contractor shall take care to remove the necessary portion of the wall while not disturbing the structural integrity, stability, or the aesthetics of the portion of the wall that is to remain. Proper removal of a portion of the wall may require salvaging some of the material of the removed portion of the wall, or re-installing a portion of the existing wall, and may include some additional excavation, base, and fabric placement to maintain the proper structure of the wall. This work shall be performed at the direction of the engineer. Any required reconstruction work of the wall or existing steps & walkway shall be considered incidental to this bid item.

#### **METHOD OF MEASUREMENT**

REMOVE EXISTING WALL shall be measured by the square foot of exposed wall that is removed and acceptably completed.

#### **BASIS OF PAYMENT**

REMOVE EXISTING WALL, as measured above, shall be paid at the contract price which shall be full compensation for all labor, equipment, hauling, storage, and incidentals necessary to acceptably complete the work as described.

#### **BID ITEM 90070            EXCAVATION AND HAULING OF CONTAMINATED SOIL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to perform excavation and hauling of petroleum-contaminated soil to the bioremediation facility at the Waste Management Madison Prairie Landfill on 3490 Nelson Road Sun Prairie, WI 53590 (608.837.9031). The City will pay the landfill disposal costs.

Contractor shall perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a

solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

Zones of potential petroleum contamination are shown on the construction plan set. See specific area on utility plan sheets. The locations are based exclusively on test results from private property adjacent to the right-of-way. The City does not have test results taken in the right-of-way to confirm the presence of contamination.

If contaminated soils—based on unusual odor, presence of cinder, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Engineer.

Specifically, they may be encountered while excavating the sanitary sewer in front of 5005 Allis Ave. If contaminated soils are encountered here or elsewhere on the project, terminate excavation activities in the area and notify the Engineer or City's Environmental Consultant. The contractor shall perform excavation work in the contaminated area on a continuous basis until excavation work is completed. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

City of Madison Environmental Consultant:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd, Rm 115  
608.267.1986  
608.695.1385 (cell)  
bbemis@cityofmadison.com

The role of the environmental consultant will be limited to:

1. Identifying contaminated soils to be hauled to the bioremediation facility;
2. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120. Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120.

The contractor shall control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The contractor shall directly load and haul contaminated soils as designated on the plans to the DNR-approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids. Any stockpiled soils that must be stored on site overnight shall be placed on and covered with plastic sheeting.

#### Contaminated Groundwater

Pumping of any contaminated groundwater shall be covered under this item. Zones of potential petroleum contamination are shown on the construction plan set. It is expected that any contaminated groundwater would be encountered in these areas. The locations are based exclusively on test results from private property adjacent to the right-of-way. The City does not have test results taken in the right-of-way to confirm the presence of contamination.

If contaminated groundwater—based on unusual odor, sheen, etc.—are encountered elsewhere on the project, terminate dewatering activities in the area and notify the Engineer. If such groundwater is encountered, notify the Engineer.

The contractor shall discharge petroleum-contaminated water as directed by the Engineer or Environmental Consultant to the sanitary sewer. For the purposes of this project suspended solids shall not be considered a type of contamination. Any suspended solids shall still be treated as required. Do not discharge contaminated groundwater without prior approval from the Engineer or City Inspector.

The contractor shall obtain a *City of Madison Permit to Discharge to the Sanitary Sewer* compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Brynn Bemis  
City of Madison Engineering  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

The contact for the City's Environmental Consultant is:

Brynn Bemis  
City of Madison Engineering  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The contractor shall discharge clean water once solids have been settled out (of any type or from any source) to the storm sewer system. For the purposes of this project suspended solids will not be considered a type of contamination.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Payment is considered full compensation for furnishing all work necessary for pumping, measuring, settling and discharging water, both clean and potentially contaminated; for paying permit fees required; for eliminating and correcting all flooding or erosion damage caused by dewatering operations.

The City of Madison will pay for any volume charges or disposal fees required by the City of Madison Sanitary Sewer Utility or Madison Metropolitan Sewerage District for the discharge of water into the sanitary sewer system.

#### **METHOD OF MEASUREMENT**

Excavation and Hauling of Contaminated Soil shall be measured in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

#### **BASIS OF PAYMENT**

Excavation and Hauling of Contaminated Soil shall be paid at the contract price which shall be full compensation for all work set forth in the description above. Payment is full compensation for excavating, segregating, loading, and hauling to the Madison Prairie Landfill; obtaining solid waste collection and

transportation service operating licenses; assisting in the collection soil samples for field evaluation if needed; and dewatering of soils prior to transport, if necessary.

**BID ITEM 90071**

**PIPE BURST 10" DIAMETER SANITARY SEWER PIPE**

**DESCRIPTION**

Work under this item shall include using pipe bursting methods to replace 328 feet of sanitary sewer main located between EX SAS 6522-001 and SAS#1. The existing 10-inch diameter vitrified clay sanitary sewer main shall be replaced with 10-inch diameter HDPE pipe (inside diameter). All equipment, tools, labor, materials, and procedures shall conform to the requirements set forth in Section 510 and 511 of these specifications. Mobilization, replacement, and modification of the sewer access structure inverts, sewage bypassing, field testing, CCTV inspection, and utility exposing shall all be considered incidental to the trenchless pipe replacement. Any excavation and below surface restoration required in Spaanem Ave. for launching and receiving pits shall be incidental to pipe bursting. Any excavation and below surface restoration required in Turner Ave. for launching and receiving pits shall be paid under the appropriate bid item.

Fusible AWWA C900 DIPS DR25 with mechanical wye joint to standard PVC fittings is considered an acceptable alternate for this pipe bursting work. If the contractor would like to use fusible C900 pipe for the proposed pipe burst, the material specifications shall be submitted and will be subject to approval by City Engineering.

**LAUNCHING AND RECEIVING PITS**

A launching/receiving pit will only be permitted within the public right-of-way. No pits shall be excavated on easements or private property.

Native material excavated on site shall be used for backfill unless it is too wet, under a roadway, or otherwise unsuitable, in which imported select fill shall be used. Imported select fill shall be paid for separately by the trench foot under Bid Item 50212 - Select Backfill for Sanitary Sewer.

Any repair of the Spaanem Ave. road surface, curb and gutters, and any other surface feature disturbed by a launching pit shall be incidental to pipe bursting. Restoration of the Turner Ave. road surface, curb and gutters, and any other surface feature disturbed by a launching pit shall be paid under the appropriate contract item. Asphalt disturbed shall be patched with a Type III Utility Trench Patch and shall be constructed in accordance with Article 502.1(f) of the Standard Specifications.

**MEASUREMENT AND PAYMENT**

PIPE BURST 10" DIAMETER SANITARY SEWER PIPE shall be measured by the linear foot, measured along the longitudinal axis from center of structure to center of structure.

**BASIS OF PAYMENT**

PIPE BURST 10" DIAMETER SANITARY SEWER PIPE shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: mobilization, traffic control, erosion control, vegetation restoration, brushing, installation, testing, and SAS connections.

**BID ITEM 90072**

**CRACK AND DAMAGE SURVEY**

**DESCRIPTION**

This special provision describes conducting a crack and damage surveys at 4916 Turner Ave, 4912 Turner Ave, 4913 Maher Ave, and 4909 Maher Ave.

The survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

### **CONSTRUCTION METHODS**

Prior to any construction activities, the Contractor shall provide notice to residents of work to be completed and thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be submitted as a .pdf document on CD.

The photographs shall be taken producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be digital photographs with photograph time and date stamp details on each picture. Photographs shall be submitted with reports.

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

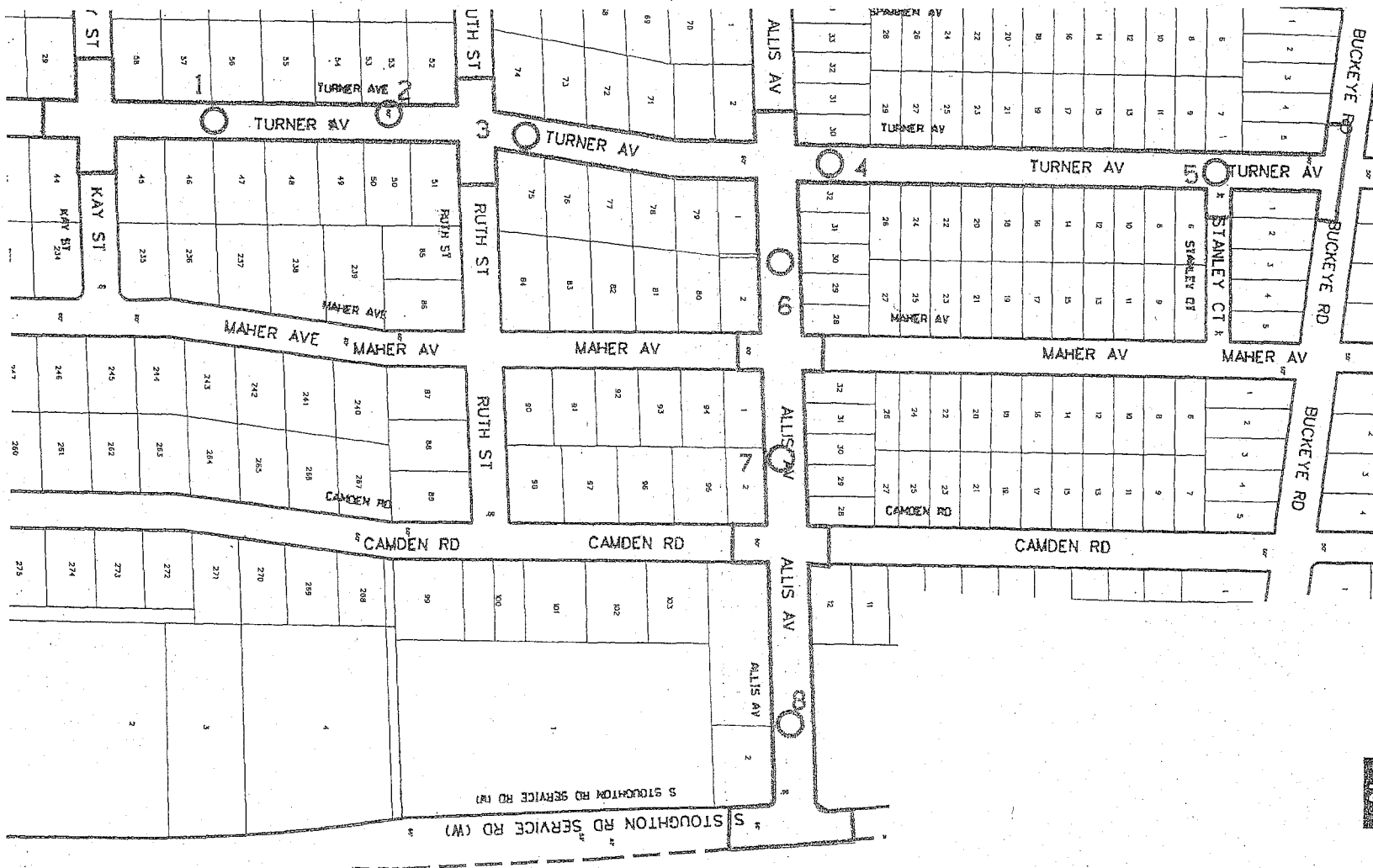
In lieu of photographs, a video may be used provided it produces the clarity required to perform this work. Videos shall be provided on the CD with the reports.

### **MEASUREMENT**

Crack and Damage Survey will be measured by the unit, each, for accepted reports.

### **BASIS OF PAYMENT**

Payment is full compensation for providing the before and after written reports, photographs or videos; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.



Legend

○ Denotes Boring Location (approximate)

Notes

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

DWN: -						<b>SOIL BORING LOCATION PLAN</b> Allis Avenue and Turner Avenue Madison, Wisconsin	
APP'D: MNS	Date: 12/15	C15051-23					





# LOG OF TEST BORING

Project Allis Avenue and Turner Avenue  
Turner: 185'N of Kay, 7'W of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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.	EXTRA Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	6.5 in. Asphalt Pavement/4 in. Base Course					
1	14	M	15	1	FILL: Medium Dense, Gray Silt, Trace Clay					
				5	Medium Stiff to Stiff, Brown Lean CLAY (CL)					
2	10	M	9	5		(2.5)				
3	12	M	5	9		(1.0)				
4	4	M	6	10	Becoming Soft and Mottled Gray-Brown Near 9 ft	(0.3)				
				10	Apparent Weathered to Competent, Limestone BEDROCK					
				15	End Boring at 12.5 ft due to Auger Refusal on Competent Bedrock					
				15	Backfilled with Bentonite Chips and Asphalt Patch					
				20						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 11/6/15 End 11/6/15  
 Driller BSD Chief MC Rig CME-55  
 Logger MG&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 Allis Avenue and Turner Avenue  
Turner: 165'S of Ruth, 7'W of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (tsf)	W	LL	PL	LI				
					X	9 in. Asphalt Pavement/2 in. Base Course									
1		10	M	14		Hard, Greenish-Gray Lean Clay (CL)					(4.25)				
2		10	M	6		Medium Stiff to Stiff, Brown and Gray (Mottled) Lean CLAY, Trace Sand (CL)					(1.25)				
3		14	M	7							(1.25)				
4		14	M	5							(0.75)				
5		16	M	23		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)									
End Boring at 15 ft															
Backfilled with Bentonite Chips and Asphalt Patch															

WATER LEVEL OBSERVATIONS	
While Drilling <input checked="" type="checkbox"/> <u>NW</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>11/6/15</u>	End <u>11/6/15</u>
Driller <u>BSD</u> Chief <u>MC</u>	Rig <u>CME-55</u>
Logger <u>MG&amp;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 Allis Avenue and Turner Avenue  
Turner: 90'N of Ruth, Near CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					7 in. Asphalt Pavement/3 in. Base Course					
1	6	M	15		FILL: Brown and Dark Brown Clay with Sand	(2.25)				
2	10	M	9		Medium Stiff to Very Stiff, Brown Lean CLAY (CL)	(2.0)				
3	14	M	5		Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)	(0.75)				
4	8	M	32		Weathered to Competent, White to Light Brown Sandstone BEDROCK					
5	4	M	82/10'		End Boring at 14.5 ft due to Auger Refusal on Competent Bedrock					
					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 11/6/15 End 11/6/15  
 Driller BSD Chief MC Rig CME-55  
 Logger MG&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 Allis Avenue and Turner Avenue  
 Location Turner: 120'N of Allis, 5'E of CL  
Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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	6 in. Asphalt Pavement/6 in. Base Course					
1	6	M	10	10	Very Stiff, Brown Lean CLAY (CL)	(2.25)				
2	8	M	13	13	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					
3	16	M	14	14						
4	8	M	25	25						
5	14	M	24	24						
				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 _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>11/6/15</u> End <u>11/6/15</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>MG&amp;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 Alis Avenue and Turner Avenue  
Turner: 5'S of Stanley, Near CL  
 Location Madison, WI

Boring No. 5  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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
					9 in. Asphalt Pavement/9 in. Base Course					
1	6	M	8		FILL: Medium Stiff to Stiff, Brown Lean CLAY, Occasional Sand and Gravel	(2.25)				
2	4	M	4			(0.75)				
3	18	M	20		Medium Dense to Dense, Brown and Gray SILT, Some Sand, Trace to Little Gravel and Clay (ML)					
4	12	M	32							
					Apparent Weathered to Competent, Limestone BEDROCK					
					End Boring at 12 ft due to Auger Refusal on Competent Bedrock					
					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 11/6/15 End 11/6/15  
 Driller BSD Chief MC Rig CME-55  
 Logger MG&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 Allis Avenue and Turner Avenue  
Allis: 140'W of Maher, Near CL  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	$q_u$ (qa) (tsf)	W	LL	-PL
					4.5 in. Asphalt Pavement/6 in. Base Course					
1		10	M	14	FILL: Dark Brown Sand with Silt, Gravel and Clay					
					Very Stiff to Hard, Brown Lean CLAY (CL)					
2		8	M	14		(4.0)				
					Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Trace Clay (SM)					
3		12	M	9						
4		16	W	13	Medium Dense, Brown Fine SAND, Some Gravel, Little Silt (SP-SM)					
					Apparent Weathered to Competent, Limestone <b>BEDROCK</b>					
					End Boring at 12.5 ft due to Auger Refusal on Competent Bedrock					
					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 11/6/15 End 11/6/15  
 Driller BSD Chief MC Rig CME-55  
 Logger MG&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 Allis Avenue and Turner Avenue  
 Location Allis: 130'W of Camden, 9'N of CL  
Madison, WI

Boring No. 7  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 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.	Hammer Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					5 in. Asphalt Pavement/6 in. Base Course					
1	14	M	9		Loose to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					
2	12	M	11							
3	18	M	16							
4	18	M	32							
5	8	M	70/7"		Weathered to Competent, Limestone BEDROCK					
					End Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 11/6/15 End 11/6/15  
 Driller BSD Chief MC Rig CME-55  
 Logger MG&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 Allis Avenue and Turner Avenue  
Allis: 320'E of Camden, 8'S of CL  
 Location Madison, WI

Boring No. 8  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-23  
 Sheet 1 of 1

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

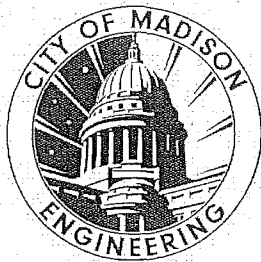
SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
					8.5 in. Asphalt Pavement/11.5 in. Base Course					
1		6	M	9	FILL: Loose, Brown, Fine to Coarse Sand and Gravel, Some Silt					
2		10	M	10	Stiff, Brown Lean CLAY (CL) (Possible Fill to 4 ft)					
3		16	M	11		(1.5)				
4		1	M	13	Medium Dense, Dark Brown Fine to Medium SAND, Some Silt and Gravel, Trace Clay, Scattered Cobbles & Boulders (SM)					
5		6	M	86/7"	Weathered to Competent, Limestone BEDROCK					
					End Boring at 14.5 ft Due to Auger Refusal on Competent Bedrock					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling		
Time After Drilling				
Depth to Water			<input checked="" type="checkbox"/>	
Depth to Cave in				

GENERAL NOTES				
Start	11/6/15	End	11/6/15	
Driller	BSD	Chief	MC	Rig CME-55
Logger	MG&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.





Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin, 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**  
 Michael R. Dailey, P.E.

**Principal Engineer 2**  
 Gregory T. Fries, P.E.  
 Christopher J. Petykowski, P.E.

**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Eric L. Dundee, P.E.  
 John S. Fahrney, P.E.

**Facilities & Sustainability**  
 Jeanne E. Hoffman, Manager

**Operations Manager**  
 Kathleen M. Cryan

**Mapping Section Manager**  
 Eric T. Pederson, P.S.

**Financial Manager**  
 Steven B. Danner-Rivers

April 6, 2016

**NOTICE OF ADDENDUM**  
**ADDENDUM NO. 1**  
**CONTRACT NO. 7640**

**TURNER AVENUE, ALLIS AVENUE & MAHER STREET**  
**ASSESSMENT DISTRICT 2016**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

**BID SUBMISSION AND OPENING:**

Modify Section A: ADVERTISEMENT FOR BID:  
 BID SUBMISSION (1:00 P.M.) APRIL 13, 2016  
 BID OPEN (1:30 P.M.) APRIL 13, 2016

**PROPOSAL:**

The following Bid Item Quantities have been added:

Action	Bid Item	Description	Quantity	Unit
ADD	20102	ROCK EXCAVATION	75	C.Y.
ADD	40211	TACK COAT	1094	GAL.

The following Bid Item Quantities have been modified:

Action	Bid Item	Description	Original Quantity	New Quantity
MODIFIED	50212	SELECT BACKFILL FOR SANITARY SEWER	4630 TF	4616 TF
MODIFIED	50301	8 INCH PVC SANITARY SEWER PIPE SDR35 & SDR 26	2919 LF	2905 LF

**PLAN SET:**

Remove and Replace revised plan sheets as follows:

Sheet U-11: Sanitary Sewer Schedule: Pipe from SAS #9 to SAS#10 (14' of 8" PVC) was listed twice. The 9<sup>th</sup> line under "PROPOSED SANITARY PIPES" has been deleted.

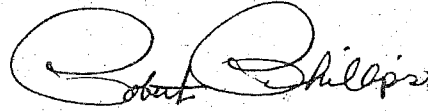
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

April 6, 2016  
Page 2

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, sweeping letters.

---

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

RFP:lkh

## 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:	TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016
CONTRACT NO.:	7640
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 1, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 1, 2016
BID SUBMISSION (1:00 P.M.)	APRIL 13, 2016
BID OPEN (1:30 P.M.)	APRIL 13, 2016
PUBLISHED IN WSJ	MARCH 25 & APRIL 1, 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](http://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](http://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](http://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

# SANITARY SEWER SC

TURNER AND ALLIS ST RECONST

SHEET NO.

PROJECT NO. 10904

U-11

SANITARY SEWER SCHEDULE

CITY OF MADISON

## PROPOSED SANITARY STRUCTURES

\* REVISED 4-5-16 CCS

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	SIZE (DIA)	TYPE	NOTES
<b>TURNER AVE</b>							
EX SAS#1	23+96.73	RT-1.76	898.02	891.6	8"	SDR 35	
SAS #1	26+26.27	RT-0	897.22	890.7	8"	SDR 35	
SAS #2	29+65.91	LT-3.35	899.11	891.3	8"	SDR 35	
SAS #3	33+35.87	RT-6.53	904.27	893.1	8"	SDR 35	
SAS #4	34+61.33	RT-1.16	907.43	900.7	8"	SDR 35	
SAS #5	38+25.00	RT-0	918.86	906.5	8"	SDR 35	
SAS #6	41+88.53	RT-0	920.82	911.0	8"	SDR 35	
<b>ALLIS AVE</b>							
SAS #7	64+47.49	RT-2.52	909.06	899.6	8"	SDR 35	
SAS #8	67+04.08	RT-2.52	919.03	909.5	8"	SDR 35	
SAS #16	61+01.73	LT-2.92	908.05	900.8	8"	SDR 35	
SAS #17	60+87.71	RT-13.16	908.07	902.0	8"	SDR 35	
SAS #18	64+46.24	RT-36.03	908.41	899.6	10"	ASTM F714 DR-17 HDPE OR C900 DR25 PVC (BURST)	
SAS #19	64+58.79	RT-42.99	907.66	899.5	8"	SDR 35	
SAS #20	69+44.57	RT-0	903.74	895.6	10"	SDR 35	
SAS #21	72+00.00	RT-0	897.69	890.0	8"	SDR 35	
SAS #22	69+35.22	LT-7.60	904.56	897.5	8"	SDR 35	
<b>MAHER AVE</b>							
SAS #9	94+65.32	RT-0	910.60	902.0	8"	SDR 35	
SAS #10	92+76.71	RT-12.39	910.46	902.8	8"	SDR 35	

## SANITARY STRUCTURE REMOVALS

SAS NO.	STATION	LOCATION (OFFSET)	EX TOP CASTING	EX EI	NOTES
6522-003	26+61.61	RT-1.38	896.75	890.7	
6551-008	29+66.03	LT-3.12	898.95	891.5	
6551-009	33+26.80	LT-3.36	903.56	893.2	
6551-003	34+45.11	LT-10.89	907.13	900.8	
6550-011	38+46.84	LT-9.87	918.90	907.6	
6550-007	41+84.39	LT-10.98	920.67	912.2	WITH SLURRY
6551-002	64+59.36	RT-13.98	908.98	899.6	WITH SLURRY
6551-001	69+34.39	RT-16.38	918.61	910.4	WITH SLURRY
6651-001	69+34.39	RT-16.38	904.17	897.6	WITH SLURRY
					WITH SLURRY
					WITH SLURRY
					ST
					WITH SLURRY

## SANITARY STRUCTURE ADJUSTMENTS

SAS NO.	STATION	LOCATION (OFFSET)	EX TOP CASTING	PROP TOC
EX SAS#1	23+96.73	RT-1.76	898.02	898.1

REVISED

# SANITARY SEWER SC

TURNER AND ALLIS ST RECONST

SHEET NO.

PROJECT NO. 10904

U-11

SANITARY SEWER SCHEDULE

CITY OF MADISON

## PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	SIZE (DIA)	TYPE	NOTES
<b>TURNER AVE</b>							
EX SAS#1	23+96.73	RT-1.76	898.02	891.61	8"	SDR 35	
SAS #1	26+26.27	RT-0	897.22	890.70	8"	SDR 35	
SAS #2	29+65.91	LT-3.35	899.11	891.38	8"	SDR 35	
SAS #3	33+35.87	RT-6.53	904.27	893.14	8"	SDR 35	
SAS #4	34+61.33	RT-1.16	907.43	900.71	8"	SDR 35	
SAS #5	38+25.00	RT-0	918.86	906.50	8"	SDR 35	
SAS #6	41+88.53	RT-0	920.82	911.00	8"	SDR 35	
<b>ALLIS AVE</b>							
SAS #7	64+47.49	RT-2.52	909.06	899.66	8"	SDR 35	
SAS #8	67+04.08	RT-2.52	919.03	909.50	8"	SDR 35	
SAS #16	61+01.73	LT-2.92	908.05	900.88	8"	SDR 35	
SAS #17	60+87.71	RT-13.16	908.07	902.00	8"	SDR 35	
SAS #18	64+46.24	RT-36.03	908.41	899.60	8"	SDR 35	
SAS #19	64+58.79	RT-42.99	907.66	899.58	10"	ASTM F714 DR-17 HDPE OR C900 DR25 PVC (BURST)	
SAS #20	69+44.57	RT-0	903.74	895.62	8"	SDR 35	
SAS #21	72+00.00	RT-0	897.69	890.00	10"	SDR 35	
SAS #22	69+35.22	LT-7.60	904.56	897.56	8"	SDR 35	
<b>MAHER AVE</b>							
SAS #9	94+65.32	RT-0	910.60	902.00	8"	SDR 35	
SAS #10	92+76.71	RT-12.39	910.46	902.86	8"	SDR 35	

## SANITARY STRUCTURE REMOVALS

SAS NO.	STATION	LOCATION (OFFSET)	EX TOP CASTING	EX E.I.	NOTES
6522-003	26+61.61	RT-1.38	896.75	890.70	
6551-008	29+66.03	LT-3.12	898.95	891.50	
6551-009	33+26.80	LT-3.36	903.56	893.24	
6551-003	34+45.11	LT-10.89	907.13	900.88	
6550-011	38+46.84	LT-9.87	918.90	907.65	
6550-007	41+84.39	LT-10.98	920.67	912.27	WITH SLURRY
6551-002	64+59.36	RT-13.98	908.98	899.66	WITH SLURRY
6551-001	69+34.39	RT-16.38	918.61	910.41	WITH SLURRY
6651-001	69+34.39	RT-16.38	904.17	897.65	WITH SLURRY
					WITH SLURRY
					WITH SLURRY
					T
					WITH SLURRY

## SANITARY STRUCTURE ADJUSTMENTS

SAS NO.	STATION	LOCATION (OFFSET)	EX TOP CASTING	PROP TOC
EX SAS#1	23+96.73	RT-1.76	898.02	898.17

02/16/10/ML

PLOT SCALE: ---

PLOT NAME: ---

REV. DATE: ---

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE TURNER AVENUE, ALLIS AVENUE & MAHER STREET  
ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7640

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. 1 through 1 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 and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Cottage Grove State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
SIGNATURE

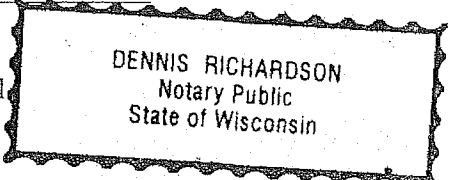
Sec/Treas.  
TITLE, IF ANY



Sworn and subscribed to before me this 13 day of April, 2016.

[Signature]  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 1-10-20

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



**Contract 7640 – 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.

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

TURNER AVENUE, ALLIS AVENUE & MAHER STREET  
RECONSTRUCTION ASSESSMENT DISTRICT - 2016

CONTRACT 7640

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

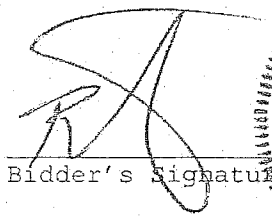
Fax Number: (608) 839-5936

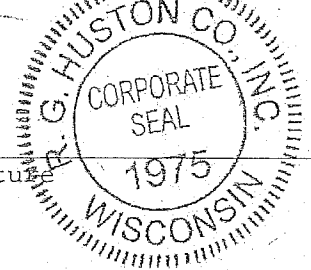
Contact Person/Title: Brad Huston, President

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



04/13/16  
\_\_\_\_\_  
Date

TURNER AVENUE, ALLIS AVENUE & MAHER STREET  
RECONSTRUCTION ASSESSMENT DISTRICT - 2016

CONTRACT 7640

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>
ASTI	Sawcutting	0.03%
Bullet Transit	Trucking	3%

Subtotal SBE who are not suppliers:

3.03 %

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: 3.03 %

TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7640

DATE: 4/8/2016

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - L.S.	1.00	\$5,000.00	\$5,000.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	105.00	\$15.60	\$1,638.00
10911.0 - MOBILIZATION - L.S.	1.00	\$15,000.00	\$15,000.00
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$15,000.00	\$15,000.00
20101.0 - EXCAVATION CUT - C.Y.	7757.00	\$18.10	\$140,401.70
20102.0 - ROCK EXCAVATION - C.Y.	75.00	\$12.10	\$907.50
20130.0 - UNDERDRAIN - L.F.	600.00	\$11.50	\$6,900.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	8804.00	\$0.85	\$7,483.40
20217.0 - CLEAR STONE - TON	850.00	\$9.70	\$8,245.00
20219.0 - BREAKER RUN - TON	5870.00	\$5.45	\$31,991.50
20221.0 - TOPSOIL - S.Y.	5450.00	\$4.25	\$23,162.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	461.00	\$1.25	\$576.25
20313.0 - REMOVE INLET - EA	6.00	\$370.00	\$2,220.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	40.00	\$8.90	\$356.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	4753.00	\$2.10	\$9,981.30
20326.0 - REMOVE FENCE - L.F.	45.00	\$5.00	\$225.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - CY	22.00	\$340.00	\$7,480.00
20336.0 - PIPE PLUG - EA	1.00	\$190.00	\$190.00
20401.0 - CLEARING - I.D.	110.00	\$21.22	\$2,334.20
20403.0 - GRUBBING - I.D.	110.00	\$21.22	\$2,334.20
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EA	1.00	\$380.00	\$380.00
20701.0 - TERRACE SEEDING - S.Y.	5450.00	\$1.80	\$9,810.00
21002.0 - EROSION CONTROL INSPECTION - EA	6.00	\$390.00	\$2,340.00
21011.0 - CONSTRUCTION ENTRANCE - EA	4.00	\$410.00	\$1,640.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EA	3.00	\$255.00	\$765.00
21013.0 - STREET SWEEPING - L.S.	1.00	\$630.00	\$630.00
21015.0 - STREET CONSTRUCTION STONE BERM - EA	17.00	\$165.00	\$2,805.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - LF	100.00	\$3.50	\$350.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - LF	100.00	\$1.25	\$125.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EA	3.00	\$40.00	\$120.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EA	6.00	\$20.00	\$120.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EA	3.00	\$20.00	\$60.00
21056.0 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EA	38.00	\$95.00	\$3,610.00
21057.0 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EA	76.00	\$35.00	\$2,660.00
21058.0 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EA	38.00	\$25.00	\$950.00
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - S.Y.	5450.00	\$1.35	\$7,357.50
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	5822.00	\$13.75	\$80,052.50
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	388.00	\$18.30	\$7,100.40
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	28077.00	\$4.32	\$121,292.64
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	11023.00	\$5.50	\$60,626.50
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	272.00	\$25.25	\$6,868.00

TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7640

DATE: 4/8/2016

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
30453.0 - SPLIT BLOCK RETAINING WALLS - S.F.	190.00	\$34.20	\$6,498.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	4357.00	\$12.50	\$54,462.50
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	3370.00	\$13.00	\$43,810.00
40211.0 - TACK COAT - GAL.	1094.00	\$2.05	\$2,242.70
40202.0 - HMA PAVEMENT TYPE E-1 - TON	2791.00	\$47.95	\$133,828.45
40231.0 - ASPHALT DRIVE AND TERRACE - S.Y.	250.00	\$30.70	\$7,675.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EA	2.00	\$2,410.00	\$4,820.00
50211.0 - SELECT BACKFILL FOR STORM - TF	1625.00	\$0.01	\$16.25
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - TF	4616.00	\$0.01	\$46.16
50301.0 - 8 INCH PVC SANITARY SEWER PIPE SDR35 & SDR 26 - L.F.	2905.00	\$71.70	\$208,288.50
50302.0 - 10 INCH PVC SANITARY SEWER PIPE - L.F.	44.00	\$104.20	\$4,584.80
50353.0 - SANITARY SEWER LATERAL - LF	1667.00	\$12.80	\$21,337.60
50354.0 - RECONNECT - EA	65.00	\$2,075.00	\$134,875.00
50357.0 - COMPRESSION COUPLING - EA	2.00	\$450.00	\$900.00
50361.0 - WASTEWATER CONTROL - LS	1.00	\$9,485.00	\$9,485.00
50390.0 - SEWER ELECTRONIC MARKERS - EA	130.00	\$47.30	\$6,149.00
50411.0 - 12 INCH RCP STORM SEWER PIPE - LF	642.00	\$55.10	\$35,374.20
50412.0 - 15 INCH RCP STORM SEWER PIPE - LF	139.00	\$56.30	\$7,825.70
50413.0 - 18 INCH RCP STORM SEWER PIPE - LF	308.00	\$42.10	\$12,966.80
50414.0 - 21 INCH RCP STORM SEWER PIPE - LF	255.00	\$46.70	\$11,908.50
50415.0 - 24 INCH RCP STORM SEWER PIPE - LF	281.00	\$50.20	\$14,106.20
50461.0 - 12 INCH RCP AE - EA	1.00	\$837.50	\$837.50
50601.0 - 12 INCH RCP AE GATE - EA	1.00	\$340.00	\$340.00
50701.0 - 4' DIA. SANITARY SAS - EA	17.00	\$2,540.00	\$43,180.00
50721.0 - 3'X3' CATCHBASIN - EA	1.00	\$4,285.00	\$4,285.00
50723.0 - 3'X3' STORM SAS - EA	6.00	\$2,885.00	\$17,310.00
50724.0 - 4'X4' STORM SAS - EA	6.00	\$3,080.00	\$18,480.00
50741.0 - TYPE H INLET - EA	10.00	\$1,850.00	\$18,500.00
50751.0 - TYPE "H" INLET WITH SALVAGED CASTING - EA	6.00	\$1,850.00	\$11,100.00
50763.0 - TERRACE INLET TYPE III - EA	2.00	\$3,785.00	\$7,570.00
50771.0 - INTERNAL CHIMNEY SEAL - EA	5.00	\$280.00	\$1,400.00
50791.0 - SANITARY SEWER TAP - EA	7.00	\$445.00	\$3,115.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	80.00	\$97.50	\$7,800.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2280.00	\$78.50	\$178,980.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	760.00	\$111.70	\$84,892.00
70006.0 - FURNISH AND INSTALL 16 INCH PIPE & FITTINGS - L.F.	20.00	\$571.00	\$11,420.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	7.00	\$1,200.00	\$8,400.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	12.00	\$1,570.00	\$18,840.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	6.00	\$2,625.00	\$15,750.00

TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016

CONTRACT NO. 7640

DATE: 4/8/2016

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
70035.0 - FURNISH AND INSTALL 16-INCH WATER VALVE - EACH	1.00	\$2,980.00	\$2,980.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	7.00	\$3,350.00	\$23,450.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	55.00	\$2,680.00	\$147,400.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	10.00	\$2,150.00	\$21,500.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	2.00	\$695.00	\$1,390.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$920.00	\$2,760.00
70090.0 - ABANDON WATER VALVE BOX - EACH	9.00	\$125.00	\$1,125.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	200.00	\$11.50	\$2,300.00
70104.0 - ADJUST WATER VALVE BOX - EACH	9.00	\$200.00	\$1,800.00
90001.0 - 4' GUTTER, SPECIAL - L.F.	50.00	\$35.35	\$1,767.50
90002.0 - CONCRETE SIDEWALK CURB - L.F.	711.00	\$38.90	\$27,657.90
90003.0 - PRUNE TREES - EACH	9.00	\$150.00	\$1,350.00
90004.0 - REMOVE EXISTING WALL AND TIE IN NEW WALL - S.F.	126.00	\$38.45	\$4,844.70
90032.0 - 6'X6' CATCHBASIN - EA	2.00	\$6,538.00	\$13,076.00
90070.0 - EXCAVATION AND HAULING OF CONTAMINATED SOIL - TON	20.00	\$45.50	\$910.00
90071.0 - PIPE BURST 10" SANITARY SEWER PIPE - LF	328.00	\$128.25	\$42,066.00
90072.0 - CRACK AND DAMAGE SURVEY - EA	4.00	\$300.00	\$1,200.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EA	11.00	\$575.00	\$6,325.00
20314.0 - REMOVE PIPE - LF	131.00	\$22.60	\$2,960.60
50225.0 - UTILITY TRENCH PATCH TYPE III - TF	50.00	\$68.60	\$3,430.00
50801.0 - ULO - EA	11.00	\$565.00	\$6,215.00
<b>102 Items</b>	<b>Totals</b>		<b>\$2,085,996.65</b>



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. Fahrney, P.E.  
Gregory T. Fries, P.E.

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

**Operations Manager**  
Kathleen M. Cryan

**GIS Manager**  
David A. Davis, R.L.S.

**Financial Officer**  
Steven B. Danner-Rivers  
**Hydrogeologist**  
Brynon 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.

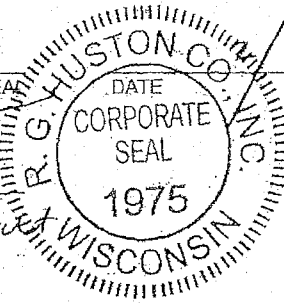
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

Brad Houston - 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:
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.

Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 01, 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](mailto:BSGInquiry@berkleysurety.com)

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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](mailto: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 4<sup>th</sup> day of MAY 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 MAY 3, 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:

### TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT - 2016 CONTRACT NO. 7640

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 EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SIX AND 65/100 (\$2,085,996.65) 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.

**TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT -  
2016  
CONTRACT NO. 7640**

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:

		<u>R. G. HUSTON CO., INC.</u>	
		Company Name	
<u>Kurt Strander</u>	<u>4/22/16</u>	<u>[Signature]</u>	<u>4/22/16</u>
Witness	Date	President	Date
<u>Dennis Kell</u>	<u>4/22/16</u>	<u>[Signature]</u>	<u>4/22/16</u>
Witness	Date	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

[Signature]  
City Attorney

Signed this 18th day of May

20 16

[Signature]  
Witness

[Signature] 5-18-16  
Mayor Date

Thomas Lund  
Witness

Maibeth Witzel-Behl 5-10-2016  
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 EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SIX AND 65/100 (\$2,085,996.65) 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:

**TURNER AVENUE, ALLIS AVENUE & MAHER STREET ASSESSMENT DISTRICT -  
2016  
CONTRACT NO. 7640**

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 4th day of May, 2016

Countersigned:

  
\_\_\_\_\_

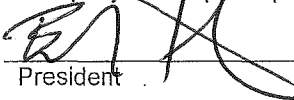
Witness

  
\_\_\_\_\_

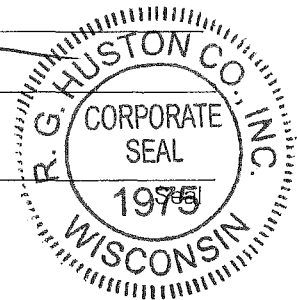
Secretary

R. G. HUSTON CO., INC.

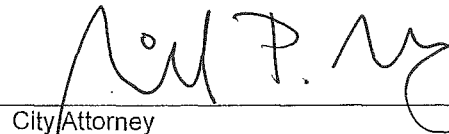
Company Name (Principal)

  
\_\_\_\_\_

President



Approved as to form:

  
\_\_\_\_\_

City Attorney

BERKLEY INSURANCE COMPANY

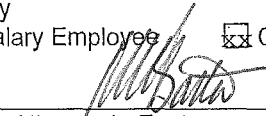
Surety

Seal

Salary Employee

Commission

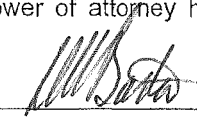
By

  
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.

May 4, 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 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:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

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

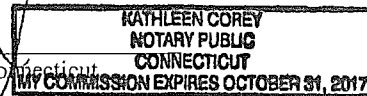
STATE OF CONNECTICUT )

) 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



**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 4<sup>th</sup> day of May, 2016.

(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](mailto:BSGInquiry@berkleysurety.com)

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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](mailto:BSGClaim@berkleysurety.com)

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

## SECTION J: PREVAILING WAGE RATES

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

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> 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.
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journeyman'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.
<b>SUBJOURNEY:</b>	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.**

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

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

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 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> \$
	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 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	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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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, Dumptror, 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		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 \$.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/Screeed; 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; Screeed (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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	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; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

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

**SKILLED TRADES**

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

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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
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: <a href="http://wisconsin.gov/Page/s/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Page/s/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 (räker 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	37.77	21.85	59.62



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; 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 &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12

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	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; 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.</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 &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a>.</p>	37.01	21.85	58.86
535	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/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.</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 &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a>.</p>	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**

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

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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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).

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

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<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	26.34	15.17	41.51

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>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. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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 &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; 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 &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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

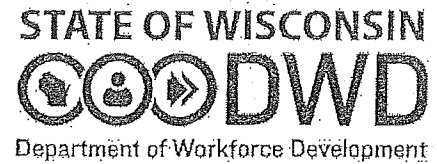
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	15.00	4.03	19.03
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
315	Final Construction Clean-Up Worker	15.00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

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	31.99	20.38	52.37

Future Increase(s):  
Add \$1.60/hr on 6/3/2016.

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

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***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.).

## 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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## 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](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.