

RUSH

Contract Routing Form

ROUTING: Routine

printed on: 05/09/2016

Contract between: Capitol Underground, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Jenifer St., S. Paterson St., S. Brearly St. & S. Few St. Re
construction As'mnt Dist - 2015

Contract No.: 7407
Enactment No.: RES-16-00338
Dollar Amount: 3,462,702.71 ✓

File No.: 42458
Enactment Date: 05/05/2016

Contract approved & posted in Munis *KUSJ*

(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>KUSJ</i>	5-18-16
City Attorney	#606 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 10:02:18 enjls - Lisa Coleman, 266-4093

Dis Rights: OK / ~~N/A~~ / Problem - Hold
Prev Wage: ~~AA~~ / Agency / No
Contract Value: _____
AA Plan: *exposed*
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / ~~PW~~ / Goal / Loan / Agrmt

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File #: 42458 **Version:** 1 **Name:** Awarding Public Works Contract No. 7407, Jenifer Street, S. Paterson Street, S. Brearly Street, and S. Few Street Reconstruction Assessment District - 2015.
Type: Resolution **Status:** Passed
File created: 4/8/2016 **In control:** BOARD OF PUBLIC WORKS
On agenda: 5/3/2016 **Final action:** 5/3/2016
Enactment date: 5/5/2016 **Enactment #:** RES-16-00338
Title: Awarding Public Works Contract No. 7407, Jenifer Street, S. Paterson Street, S. Brearly Street, and S. Few Street Reconstruction Assessment District - 2015.
Sponsors: BOARD OF PUBLIC WORKS
Attachments: 1. Contract 7407.pdf

[History \(3\)](#)
 [Text](#)

Fiscal Note

In the adopted 2016 capital budget, Engineering Major Streets has budgeted \$2.18 million for the replacement of deteriorating streets under the major project Reconstruction Streets (MUNIS 10226). Minor project for the Jenifer, Paterson, Brearly, and Few Street reconstruction (MUNIS 10214) is established for the work pertaining to the contract in the proposed resolution. The funding for the project is predominately GO borrowing with other funding from special assessments.

The proposed resolution awards the contract at a total estimated cost of \$3,739,720. The breakout of this total cost is split amongst agencies as follows:

Engineering - Major Streets	\$1,589,530
Stormwater Utility	\$248,730
Sewer Utility	\$1,001,200
Water Utility	\$900,260
Total	\$3,739,720

MUNIS:
 10214-402-170:54410(91350) - \$1,378,470.00

Lisa Coleman

*KLS
SDR*

10214-402-174:54445(91345) - \$211,060.00
10214-84-174:54445(91345) - \$243,790.00
10214-84-174-84500:54445(91345) - \$4,940.00
10214-83-173:54445(91345) - \$1,001,200.00
10214-86-179:54445(91360) - \$900,260.00

Title

Awarding Public Works Contract No. 7407, Jenifer Street, S. Paterson Street, S. Brearly Street, and S. Few Street Reconstruction Assessment District - 2015.

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. 7407) for itemization of bids.

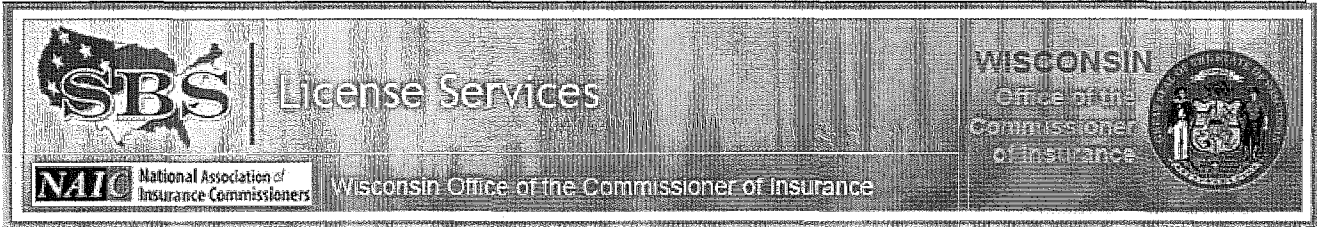
PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7407
 JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION
 ASSESSMENT DISTRICT - 2015

CAPITOL UNDERGROUND, INC.

\$3,462,702.71

Acct. No. 10214-402-170:54410(91350)	\$1,276,357.05
Contingency 8%±	<u>102,112.95</u>
Sub Total	\$1,378,470.00
Acct. No. 10214-402-174:54445(91345)	\$195,429.00
Contingency 8%±	<u>15,631.00</u>
Sub Total	\$211,060.00
Acct. No. 10214-84-174:54445(91345)	\$225,732.55
Contingency 8%±	<u>18,057.45</u>
Sub Total	\$243,790.00
Acct. No. 10214-84-174-84500:54445(91345)	\$4,575.00
Contingency 8%±	<u>365.00</u>
Sub Total	\$4,940.00
Acct. No. 10214-83-173:54445(91345)	\$927,037.11
Contingency 8%±	<u>74,162.89</u>
Sub Total	\$1,001,200.00
Acct. No. 10214-86-179:54445(91360)	\$833,572.00
Contingency 8%±	<u>66,688.00</u>
Sub Total	\$900,260.00
 GRAND TOTAL	 <u>\$3,739,720.00</u>



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

Agent Information

Licensee Name: JOHN W WALSH
 License Number: 0000285241
 NPN: 285241
 Report Date: 05/02/2016

Active Appointments					
Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) - INDIVIDUAL	Accident & Health	11/30/2004
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/30/2004
ACE American Insurance Company	110687	22667	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/30/2004
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/12/2001
ACUITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/12/2001
American Casualty Company of Reading, Pennsylvania	111609	20427	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/22/1974
American Casualty Company of Reading, Pennsylvania	111609	20427	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/22/1974
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/15/1997
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	07/15/1997
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/15/1997
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/15/1997
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	07/15/1997
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/15/1997
Amerisure Insurance Company	110912	19488	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/17/2016
Amerisure Insurance Company	110912	19488	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/17/2016
Amerisure Mutual Insurance Co	110826	23396	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/17/2016
Amerisure Mutual Insurance Co	110826	23396	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/17/2016
Amerisure Partners Insurance Company	110297	11050	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/17/2016
Amerisure Partners Insurance Company	110297	11050	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/17/2016
Arch Insurance Company	111572	11150		Property	02/09/2004

			INTERMEDIARY (AGENT) INDIVIDUAL		
Arch Insurance Company	111572	11150	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/09/2004
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/02/2014
Cincinnati Casualty Company, The	111993	28665	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/02/2014
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/02/2014
Cincinnati Indemnity Company, The	112006	23280	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/02/2014
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/02/2014
Cincinnati Insurance Company, The	112170	10677	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/02/2014
Cincinnati Life Insurance Company, The	112005	76236	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	09/16/2004
Cincinnati Life Insurance Company, The	112005	76236	INTERMEDIARY (AGENT) INDIVIDUAL	Life	09/16/2004
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/22/1974
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/22/1974
Continental Insurance Company, The	110962	35289	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/24/2006
Continental Insurance Company, The	110962	35289	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/24/2006
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/07/1986
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/07/1986
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/02/1983
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/02/1983
General Casualty Insurance Company	111462	18821	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/17/2015
General Casualty Insurance Company	111462	18821	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/17/2015
Hartford Fire Insurance Company	111012	19682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/07/2015
Hartford Fire Insurance Company	111012	19682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/07/2015
National Fire Insurance Company of Hartford	111014	20478	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/22/1974
National Fire Insurance Company of Hartford	111014	20478	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/22/1974
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/26/2009
North American Specialty Insurance Company	111693	29874	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/26/2009
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/02/1983
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/02/1983
Transportation Insurance Company	111777	20494	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/22/1974
Transportation Insurance Company	111777	20494	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/22/1974
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/28/2012
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/28/2012
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	07/29/1992
Universal Surety Company	110780	25933	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/17/2002
Valley Forge Insurance Company	111973	20508	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/22/1974
Valley Forge Insurance Company	111973	20508	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/22/1974
Washington International Insurance Company	111508	32778		Casualty	06/26/2009

			INTERMEDIARY (AGENT) INDIVIDUAL		
Washington International Insurance Company	111508	32778	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/26/2009
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/20/1991
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/15/1997
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	07/15/1997
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/15/1997
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Accident & Health	07/15/1997
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/15/1997
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Property	07/15/1997

Close

\$3,462,702.71
FILE

BID OF CAPITOL UNDERGROUND, INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW
STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2015

CONTRACT NO. 7407

PROJECT NO. 53W1507

MUNIS NO. 10214

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>

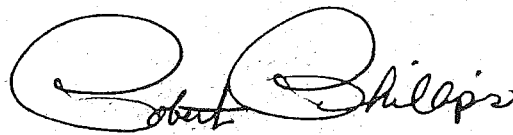
JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW
STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015
CONTRACT NO. 7407

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: cmb

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:	JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015
CONTRACT NO.:	7407
SBE GOAL	9%
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. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 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

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015 CONTRACT NO. 7407

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

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

SECTION 102.9: BIDDER'S UNDERSTANDING

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

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

SECTION 102.10: PREVAILING WAGE

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 102.14

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

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

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

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

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

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

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

C. Exemptions: This section shall not apply when:

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

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

SECTION 103.3: EXECUTION OF CONTRACT AND BID BOND

The Contractor shall execute signing of this contract completely prior to **May 3, 2016**. No exceptions or extension to this date will be permitted.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main, storm sewer, sanitary sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, driveway aprons, sidewalk, and pavement markings.

The project limits for the work are Jenifer Street from Spaight Street to Few Street, Paterson Street from Williamson Street to Spaight Street, Brearly Street from Williamson Street to Jenifer Street, and Few Street from Williamson Street to Spaight Street.

Note that most of the existing curb is to remain Few Street, except that shown on the plan for replacement. Curb not shown for replacement on the plans shall be protected and all curb not shown on the plans for replacement shall be the Contractor's responsibility to replace if damaged during construction.

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 BY THE CONTRACTOR

The removal of the existing pavement shall be done on a block by block basis. The existing pavement shall not be removed more than fourteen (14) days prior to the start of the utility construction within each block. In addition, the City expects multiple mobilizations for concrete and asphalt crews to minimize the length of the project that is disturbed during any given time to minimize dust and difficult access for project neighbors.

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration.

The City of Madison is aware of other projects taking place in the vicinity of this project in 2016. Contract No. 7611 – S. Dickinson Street (from Dewey Court to East Main Street) and Northern Court will be resurfaced, with work expected to be complete by June 11, 2016.

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. 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. All other standard tree protection specifications will be strictly enforced.

Contractor shall note provisions in Standard Specifications Section 107.2 regarding minimizing the impact of vibrations upon buildings and structures in close proximity to the construction.

All private storm sewer discharges shall be maintained for all properties in the project area.

Work under this contract will require coordination with private utility companies. 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 and allow working area for installation of new facilities or for relocation work. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise. Note that MG&E is planning to replace a few gas services within the project limits. Contractor shall coordinate their work to allow MG&E to perform this work. Also contact MG&E electric when working in close proximity to power poles so that poles can be supported if required. Contacts for private utilities are:

Steve Beversdorf (MG&E gas) 608-252-1552 SBeversdorf@mge.com
Rich Parker (MG&E elec) 608-252-7379 RParker@mge.com
Carol Anison (AT&T) 608-252-238, 920-475-2799 ca2624@att.com
Jon Marshke (Charter) 608-274-3822, 608-225-2479, jon.marschke@chartercom.com

Contractor shall contract Metro 5 working days before the bus shelters near the northeast corners of Jenifer/Few, Jenifer/Paterson, and Jenifer/Brearly need to be removed. Contact Metro 5 working days

before the bench near the northeast corner of Jenifer/Ingersoll needs to be removed. Contact Tim Sobota 261-4289. Metro will reinstall shelters and benches following construction.

The City is aware of the following residents requesting accommodation for special needs or disabilities: The resident at 410 Brearly has mobility issues and has requested accommodation. Also the resident at 829 Jenifer is visually impaired and requests accommodation. Contractor shall coordinate accessible routes for this resident during construction, and upon a change in the accessible route shall notify her at least 48 hours prior to the change. Contact Denise Jess (516-8127 cell) Other residents in addition to those listed above may require accommodation during the project.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

Jenifer Street may be closed at the project limits, to through traffic for the duration of the project.

Paterson Street may be closed at the project limits, to through traffic for the duration of the project.

Brearily Street may be closed at the project limits, to through traffic for the duration of the project.

Few Street may be closed at the project limits, to through traffic for the duration of the project.

No two adjacent cross streets of Jenifer Street may be closed to local traffic simultaneously.

Due to the construction along Paterson Street, Brearily Street, and Few Street, Ingersoll Street will become the main route across Jenifer Street. Ingersoll Street shall be kept open, including crossing Jenifer St, at all times except when necessary during off-peak hours (9:00 a.m. to 4:00 p.m.) to install underground utilities and pavement. When Ingersoll Street is closed, Brearily Street and Few Street shall be open to local traffic. The Ingersoll St intersection shall be graded flat with gravel for the weekend of September 18th for the Willy Street Fair. The Willy Street Parade will use Ingersoll Street to cross Jenifer Street.

Work within Spaight Street shall only occur between the hours of 9:00 a.m. and 4:00 p.m. The sanitary work for SAS #5 and the storm work crossing Spaight Street at Paterson Street shall be done at the start of the project prior to beginning Metro's detour off of Jenifer Street. It has been requested that Metro Transit continue to review the use of Spaight Street as a potential bus detour. During the closure of Spaight Street at Paterson Street for the sanitary SAS #5 manhole construction, the traffic route of Spaight Street to Jenifer Street to Livingston Street shall be made two-way and kept open.

Work within the Spaight Street/Jenifer Street intersection to install the sanitary sewer connection to Ex. SAS 5348-031 at Station 1+29 shall occur after 9:00 a.m. on Friday and shall be complete by 4:00 pm the following Monday. Following completion of the weekend work in the intersection, the pavement condition shall be such that it is usable by busses potentially detoured westbound from Spaight toward Jenifer/Livingston, and detoured eastbound from Jenifer/Livingston to Spaight. Final pavement restoration through this intersection is subject to the same time restrictions (but could occur later in the project). Keep Metro informed of the schedule for this work at least 14 days prior to work so that detours can be scheduled.

One changeable message board shall be installed in each direction of traffic on Jenifer Street for the 7 days prior to the start of construction, notifying motorists of the construction. Electronic message boards shall be paid for as separate bid items.

One changeable message board shall be installed in each direction of traffic on Ingersoll Street for the three days prior to the off peak closure.

One changeable message board shall be installed in each direction of traffic on Paterson Street for the seven days prior to the closure.

Place a "Road Closed, Local Traffic Only" sign on a Type III barricade on Jenifer Street at Baldwin Street. In addition, place a "Co-op Driveway Open" sign plaque on the barricade.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Emergency vehicle access shall be maintained at all times.

Maintain sidewalk at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

Construction equipment or materials shall not be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

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, one working day prior to placement of the plates.

Willy Street Fair—September 17th-18th

The Willy Street Fair brings thousands of participants and spectators to this area in late September. All sidewalks of Paterson St, Brearly St, Ingersoll St and Few St shall be open for the weekend of the fair. The Ingersoll St intersection shall be graded flat with gravel in order to accommodate the parade. No construction activity is allowed on this weekend.

Orton Fest – August 25th – August 28th

Work shall be suspended from Thursday August 25 at 3:00 pm through Sunday August 28. Contractor shall restore the site as required by the Engineer such that all sidewalk and intersections are safely passable. Contractor may need to coordinate any sign placement with the Engineer or Festival coordinators.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

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

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.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **MAY 23, 2016**. The total time for completion of this contract is **160 CALENDAR DAYS**. Contractor shall note the timing restrictions on the work within the Spaight/Paterson and Spaight/Jenifer intersections summarized in Section 107.7.

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 preconstruction meeting.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

One of the soil borings indicates that concrete pavement is present beneath the asphalt pavement on streets within the project area. The extents of concrete pavement are unknown. An estimate plan quantity of concrete pavement removal is included in the proposal as Bid Item 20321. Actual removal quantities will be adjusted based on conditions encountered in the field. Concrete pavement that is to be removed within the resurfacing portion of the project (Few Street) may need to be saw cut as necessary along the edge of curb and gutter that is to remain. This saw cut shall be considered incidental to the removal of the concrete pavement. The total quantity for excavation cut includes the volume of concrete pavement present beneath the asphalt pavement.

SECTION 210.1(d) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 2455 feet of new storm sewer of various sizes ranging from 12" to 24" equivalent.

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

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

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

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 Mark Moder, Phone: 261-9250, mmoder@cityofmadison.com.

This project consists of installing 3660' of 8" diameter and 3641' of sanitary sewer lateral. Pipe Material shall be ASTM D3034 SDR-35 and SDR-26 pipe as called for on the plan payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

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

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

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

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

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard

Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed.

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 50353 - SANITARY SEWER LATERAL

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

Lateral pipe material shall be either ASTM D3034 SDR26 or SDR-35 as called for on the plan set. No additional compensation will be granted for the installation of ASTM D3034 SDR-26 pipe.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

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

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

BID ITEM 50354 RECONNECT SANITARY LATERAL

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

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

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 50801 – UTILITY LINE OPENING (ULO)

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

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

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

Water Outage Restrictions and Special Notification

If water service to the Willy Street Co-op at 1221 Williamson Street/1232 Jenifer Street needs to be disrupted, it may only be shut off on the following days and times:

- Wednesdays, except the first Wednesday of each month, between 1pm and 7pm
- Thursdays between 1pm and 7pm

Coordinate and provide at least one week notice of the water outage to Store Manager Dan Frost at (608) 237-1218 (direct) or (608) 251-6776 (store). Make every effort to minimize the length of time service is interrupted.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Protect the existing curb and gutter while installing water main on Few Street with the placement of millings, use of smaller equipment or other methods. Replacement of curb and gutter damaged during the installation of water shall be at the contractor's expense.

Sequencing of Storm Sewer and Water Main on Few St at Spaight St

Sequence the installation of storm sewer and water main at the intersection of Few Street and Spaight Street as follows:

1. Cut in the 8-in water valve at Station 56+22.0 (WN35)
2. Cut and cap the existing 4-in water main at Station 55+93.3 (WN36)
3. Fabricate storm sewer structure S-40 removing abandoned water main as required
4. Install water main offset under storm pipe P-40 removing abandoned water main as required
5. Install storm pipe P-40

Minimize the length of time water mains are dead-ended. Removal of abandoned water main is incidental to the installation of proposed storm sewer and/or water main.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

BID ITEM 90001 - HIGH FRICTION COLORED SURFACE

DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The location of the High Friction Colored Surface is noted on the Pavement Marking Plan and consists of a High Friction

Colored Surface installed in the crosswalks across Jenifer Street. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Adobe Red.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary.

MATERIALS

General: Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No. 6 Sieve Size,	minimum passing, 95%	
No. 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Adobe Red	

Certification: Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove

by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) **Hand mixing and application:** Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) **Mechanical mixing and application:** Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate.

Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

Curing: Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

Removal of Excess Aggregate: Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non

conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90002 CRACK AND DAMAGE SURVEY

DESCRIPTION

This bid item shall include all work, materials, equipment, and incidentals required to conduct crack and damage surveys at:

848 Jenifer Street – City of Madison Landmark & National Register of Historic Places
854 Jenifer Street - City of Madison Landmark & National Register of Historic Places
1030 Jenifer Street - City of Madison Landmark & National Register of Historic Places
851 Williamson Street - City of Madison Landmark & National Register of Historic Places
1150 Spaight Street - City of Madison Landmark & National Register of Historic Places

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

Prior to any construction activities, the structures shall be thoroughly inspected for existing defects, including interior and exterior walls. A written report shall be submitted and it shall include the inspectors name, date of inspection, descriptions and locations of defects, and photographs of the structure. The intent of the written report and photographs is to provide a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a photographer and camera capable of producing sharp, grain free, high-contrast, colored pictures with good shadow details. The photographs shall be submitted digitally on compact disc or thumb drive and shall be accompanied by photograph details, including: photo name or number, building location, view facing, date, photographer, and prominent feature(s) of photo, if any. If video is taken of the properties, the video shall be submitted digitally on a compact disc or thumb drive. Video shall include a narrative (sound component) describing location and notable features of the structure/property.

Prior to the start of any construction activities pertinent to this survey, a copy of the written report and photographs shall be submitted to the Engineer.

A second inspection, identical to the first, shall be completed after the all work is finished. Submittal requirements from this inspection shall be identical to the initial inspection. If any changes in condition to the property or structure is observed, it shall be brought to the immediate attention of the Engineer.

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a digital video recording with the clarity required to perform the work.

MEASUREMENT

Crack and Damage Survey will be measured by each home surveyed. The complete payment unit will include both the pre construction survey and the post construction survey. Failure to complete either the prior or post survey shall result in non-payment for the entire Crack and Damage Survey.

BASIS OF PAYMENT

Crack and Damage Survey, measured as provided above, shall be paid for at the contract unit price. Payment is full compensation for providing the before and after written reports, photographs or videotapes; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90003 REPAIR CONCRETE STEPS

DESCRIPTION

Repairing concrete steps shall entail overlaying the existing steps with a concrete as detailed in the plans. This bid item is to be used where new curb and gutter is raised so the existing step is below the top of the new curb. The existing step shall be filled with concrete to raise it to the new back of curb elevation and formed to provide a landing area.

METHOD OF CONSTRUCTION

REPAIR CONCRETE STEPS shall consist of scarifying the surface of the existing stair to provide an adequate bond with the new concrete, doweling rebar, overlaying the existing step with concrete and cleaning up any excess concrete or debris to provide a neat and serviceable appearance.

The overlaid concrete shall not be less than four (4) inches thick. The concrete shall be used to bring the existing step up to the proposed back of curb grade. An expansion joint shall be provided between the newly poured concrete and the new curb and gutter. If the overlaid concrete is five (5) inches or more, two (2) #4 epoxy coated rebar shall be doweled, at even spacing, in the center of the existing step. The bars shall be embedded three (3) inches into the existing and new concrete. There shall be a minimum of two (2) inches of clear cover on all rebar from the surface of the concrete.

All chipping, scarifying, forming, concrete removal, concrete overlay, clean up, grading, landscaping and slope stabilization along with all the materials, tools, equipment, and labor necessary to accomplish this work shall be incidental to the BID ITEM REPAIR CONCRETE STEPS.

METHOD OF MEASUREMENT

REPAIR CONCRETE STEPS shall be measured in place by the square foot of surface area acceptably completed.

BASIS OF PAYMENT

The item REPAIR CONCRETE STAIRS shall be payment in full for all chipping, scarifying, forming, concrete removal, clean up, grading, and all materials, tools, equipment, labor and incidentals required to accomplish the work as described above.

BID ITEM 90004 5" CONCRETE SIDEWALK WITH POETRY

DESCRIPTION

This item is intended for construction of 5" concrete sidewalk in accordance with Article 303 of the Standard Specifications, except that the sidewalk shall be stamped with poetry. Stamps for the poetry shall be provided by the Marquette Neighborhood Association (MNA). The stamps may or may not be provided depending on whether funding for the stamps is procured by MNA, so some or all of his work may be deleted from the contract. If actual quantities are more or less than estimated, or if items are deleted from the contractor's work, the changed quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with. MNA shall retain ownership of the stamps.

If available, the stamps may not be provided until after August 1st. Depending on phasing of the work, temporary asphalt or concrete may need to be placed in order to meet ADA accessibility standards. Temporary paved surface at the poem locations shall be considered incidental to this bid item. The contractor shall be responsible for maintaining and removing temporary pavement with no additional compensation.

Contractor shall confirm poem locations with the Engineer prior to installation. As of 3/18/16, intended poem locations are as follows:

- 811 Jenifer – 'Runaway" by Oscar Mireles
- 854 Jenifer – 'Allegretto by Sarah Sadie Busse
- 902 Spaight – 'Wisconsin, Like Water' by Wendy Vardaman
- 922 Jenifer- 'Running With My Daughter' by Wendy Vardaman
- 953 Jenifer – 'Promise' by Oscar Mireles
- 1104 Jenifer - 'Somewhere Piano, Again'by Sarah Sadie Busse

METHOD OF MEASUREMENT

5" CONCRETE SIDEWALK WITH POETRY shall be measured in place by the square foot of surface area acceptably completed.

BASIS OF PAYMENT

The item 5" CONCRETE SIDEWALK WITH POETRY shall be payment in full for all work, materials, incidentals and coordination required to complete the work in accordance with the description.

BID ITEM 90005 18" TOPSOIL TRIAL AREA

DESCRIPTION

This item is intended for installation of a zone of 18" thick topsoil, instead of the typical 4" topsoil, to provide a trial area to better support growth of terrace trees, to be planted by others. Topsoil shall be provided and installed in accordance with Article 202 of the Standard Specifications except for the

required thickness, and as provided herein. This item shall also include over-excavation of the terrace subgrade as needed to place the full 18" thickness of topsoil.

The trial area shall be selected in the field by the Engineer in consultation with Forestry, once clearing and grubbing has been completed.

METHOD OF MEASUREMENT

18" TOPSOIL TRIAL AREA shall be measured in place by the square yard of actual area which has been topsoiled to a depth of 18."

BASIS OF PAYMENT

18" TOPSOIL TRIAL AREA , measured as provided above shall be paid for a the contract price per square yard, which shall be full compensation for overexcavation, furnishing, hauling, placing and fine grading the topsoil, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

BID ITEM 90030 – 3'X6' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and any incidentals necessary to construct structures called out as "3X6 SAS" on the storm sewer schedule.

It is intended that the storm sewer pipe be offset from the curb in order to avoid damage to tree roots under the curb.

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

MEATHOD OF MEASUREMENT

Structure shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

Structure shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90031 – SIDEWALK DRAIN TYPE-1

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals necessary to construct a 5' long sidewalk drain in accordance with the City of Madison Standard Detail Drawing 5.7.36 in the Standard Specifications for Public Works Construction with the following modifications. Rim grades, pipe sizes, and depth of structure shall be as called out on the plan utility sheets or as adjusted in the field.

MEATHOD OF MEASUREMENT

SIDEWALK DRAIN TYPE-1 shall be measured as each completed unit.

BASIS OF PAYMENT

SIDEWALK DRAIN TYPE-1 shall be measured as described above which shall be full compensation for all work, materials, and incidentals to complete the work as described above.

BID ITEM 90032- REMOVE CLEANOUT

DESCRIPTION

Work under this item shall include the removal of existing sanitary sewer cleanout as shown on the plan set. Incidental to this bid item shall be the disposal of the cleanout at a location off site by the Contractor. Abandonment or Removal of the sewer main or lateral shall be paid for separately (See Bid Item 20336- PIPE PLUG, See Bid Item 20315 Remove Pipe).

This work shall be completed in accordance with Article 203.2 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

REMOVE CLEANOUT shall be measured as each completed unit.

BASIS OF PAYMENT

REMOVE CLEANOUT 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.

BID ITEM 90033- REMOVE OUTSIDE DROP

DESCRIPTION

Work under this item shall include the removal the outside drop as shown on the plan set. Work shall include sawcutting both of the existing pipe connections to the manhole, removal and disposal of all remove vertical drop material(piping and concrete encasement material) at the contractor's expense. Also included with this bid item shall be installing concrete plugs in the cored openings of the sewer access structure. This work shall be completed in accordance with Article 203.2 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

REMOVE OUTSIDE DROP shall be measured as each completed unit.

BASIS OF PAYMENT

REMOVE OUTSIDE DROP 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.



LOG OF TEST BORING

Project Jenifer Street Area
 Jenifer: 170'NE of Livingston, 13'SE of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 89.5*
 Job No. C14051-10
 Sheet 1 of 1

2921 Pezry 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
					X	7.5" Asphalt Pavement/6" Base Course				
1	3	M	57/9"		X	FILL: Mixed Brown Clay and Sand with Silt and Gravel Probable Concrete/Possible Boulder from 2' - 4'				
2	12	M	29	5	X	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (Possible Fill to 5.5')				
3	16	M	20		X					
4	12	M	31	10	X					
5	18	M	46	15	X					
				20	X	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>8/12/14</u> End <u>8/12/14</u> Driller <u>Badger</u> Chief <u>JF</u> Rig <u>CME-55</u> Logger <u>MG</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 Jenifer Street Area
 Location Jenifer: 60'SW of Paterson, 12'SE of Centerline
Madison, WI

Boring No. 2
 Surface Elevation (ft) 97.0*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	10" Asphalt Pavement/1" Base Course				
1	7	M	6		/	Very Stiff, Brown Lean CLAY (CL)				
					/					
2	12	M	24		.	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
					.					
3	9	M	37		.					
					.					
4	16	M	28		.					
					.					
5	16	M	48		.					
					.					
				15		End Boring at 15 ft				
						Borehole backfilled with bentonite chips and asphalt patch				
						*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 8/12/14 End 8/12/14
 Driller Badger Chief JF Rig CME-55
 Logger MG 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 Jenifer Street Area
 Paterson: 80'NW of Spaight, 8'NE of Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 94.4*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					15" Asphalt Pavement/2" Base Course					
1	10	M	5		Very Stiff, Brown Lean CLAY (CL)	(2.5)				
2	12	M	5		Loose to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3	1	M	45							
4	10	M	61/7"							
5	16	M	54							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 8/12/14 End 8/12/14
 Driller Badger Chief JF Rig CME-55
 Logger MG 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 Jenifer Street Area
 Location Jenifer: 150'SW of Brearly, 6'SE of Centerline
Madison, WI

Boring No. 4
 Surface Elevation (ft) 102.8*
 Job No. C14051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7897

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					8"	8" Asphalt Pavement/6" Base Course				
1		6	M	8	8"	FILL: Brown Clay with Sand and Gravel Very Stiff, Brown Lean CLAY (CL)				
2		14	M	14	14"	(2.5)				
3		16	M	22	22"					
4		16	M	24	24"					
5		14	M	66	66"					
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										
*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.										

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>8/12/14</u> End: <u>8/12/14</u> Driller: <u>Badger</u> Chief: <u>JF</u> Rig: <u>CME-55</u> Logger: <u>MG</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 Jenifer Street Area
 Brearily: 240'NW of Jenifer, 8'NE of Centerline
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 76.7*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					5" Asphalt Pavement/5" Base Course					
1	6	M	8		FILL: Mixed Brown Clay and Sand					
2	13	M	7		Loose to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					
3	12	M	14							
4	15	M	14							
5	12	M	38							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling			Start	8/12/14	End	8/12/14	
Time After Drilling					Driller	Badger	Chief	JF	Rig CME-55
Depth to Water					Logger	MG	Editor	ESF	
Depth to Cave in					Drill Method	2.25 HSA; Autohammer			

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



LOG OF TEST BORING

Project Jenifer Street Area
Jenifer: 110'NE of Brearly, 12'SE of Centerline
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 98.7*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	5" Asphalt Pavement/6" Concrete Pavement/6" Base Course				
1		12	M	6						
					5	FILL: Brown Fine Sand, Trace Silt with Scattered Clay Chunks to 5 ft				
2		10	M	2						
					5	Brown Clay with Sand and Gravel to 8'				
3		9	M	6						
					10	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
4		10	M	18						
					15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				
5		17	M	41						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 8/12/14 End 8/12/14
 Driller Badger Chief JF Rig CME-55
 Logger MG 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 Jenifer Street Area
 Location Jenifer: 145' SW of Ingersoll, 12' SE of Centerline
Madison, WI

Boring No. 7
 Surface Elevation (ft) 87.6*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Emb Depth (in.)	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					X	12" Asphalt Pavement/3" Base Course				
1AS		0	M	5		FILL: Mixed Brown Clay and Sand				
2		10	M	4		Medium Stiff, Brown Lean CLAY, Trace Sand and Gravel (CL)				
					5	Sandy near 6'				
3		16	M	16						
					10	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
4		7	M	61						
5		16	M	70		End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				
					15					
					20					

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>8/12/14</u> End <u>8/12/14</u> Driller <u>Badger Chief JF</u> Rig <u>CME-55</u> Logger <u>MG</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 Jenifer Street Area
Jenifer: 300' SW of Few, 12' SE of Centerline
 Location Madison, WI

Boring No. 8
 Surface Elevation (ft) 81.0*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qs) (tsf)	w	LL	PL
					0	12" Asphalt Pavement/3" Base Course				
1		0	M	5	0-5	FILL: Mixed Brown Clay and Sand				
2		10	M	6	5-6	Very Stiff, Brown Mottled Lean CLAY, Trace Sand and Gravel (CL)				
3		18	M	7	6-7	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
4		14	M	14	7-14					
5		18	W	8	14-15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				
					15-20					

WATER LEVEL OBSERVATIONS

While Drilling NW 13.5 Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 8/12/14 End 8/12/14
 Driller Badger Chief JF Rig CME-55
 Logger MG 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 Jenifer Street Area
 Location Few: 90' SE of Williamson, 7' NE of Centerline
Madison, WI

Boring No. 9
 Surface Elevation (ft) 81.5*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	6" Asphalt Pavement/8" Base Course				
1	8	M	8		X	FILL: Brown Clay to 2 ft Loose, Brown Clayey Fine to Medium Sand to 3.5 ft				
2	10	M	13		X	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
3	12	M	18		X					
4	6	M	11		X					
5	16	M/W	32		X	Dense near 13.5 ft				
					X	End Boring at 15 ft				
					X	Borehole backfilled with bentonite chips and asphalt patch				
					X	*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				

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>8/12/14</u> End <u>8/12/14</u> Driller <u>Badger Chief JF</u> Rig <u>CME-55</u> Logger <u>MG</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 Jenifer Street Area
 Location Few: 185' SE of Jenifer, 7' NE of Centerline
Madison, WI

Boring No. 10
 Surface Elevation (ft) 79.7*
 Job No. C14051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6" Asphalt Pavement/6" Base Course				
1		11	M	4	0.5	FILL: Gray Clay with Trace Sand and Gravel to 3'				
					1	Brown Clay with Traces Topsoil to 4'				
2		6	M	4	1.25	Very Stiff, Gray-Brown Mottled Lean CLAY, Trace Sand and Gravel (CL)				
					3	Soft, Gray Silty CLAY with Seams and Lenses of Fine Sand (CL-ML)				
3		18	M	5	0.4	Soft, Gray Silty CLAY with Seams and Lenses of Fine Sand (CL-ML)				
					5	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
4		14	M/W	19	10	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)				
					15	End Boring at 15 ft				
5		6	M/W	11	15	Borehole backfilled with bentonite chips and asphalt patch				
					20	*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Jenifer and Paterson.				

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>8/12/14</u> End <u>8/12/14</u> Driller <u>Badger Chief JF</u> Rig <u>CME-55</u> Logger <u>MG</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.	

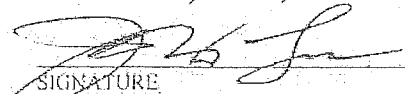
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE JENIFER ST., S. PATERSON ST., S. BREARLY ST. AND S. FEW ST. RECONSTRUCTION ASSESSMENT DISTRICT - 2015

CONTRACT NO. 7407

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.

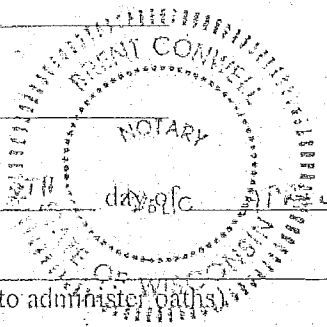
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. — through — issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 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 CAPITAL UNDERGROUND, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____; of the City of SUN PRIMAIE State of WISCONSIN; 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

P.M.

TITLE, IF ANY

Sworn and subscribed to before me this _____ day of _____, 20 16



(Notary Public or other officer authorized to administer oaths)

My Commission Expires 7/16/16

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

Contract 7407 – Capitol Underground, Inc.

Section F: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

CONTRACT NO. 7407
JENIFER ST., S. PATERSON ST., S. BREARLY ST. AND S. FEW ST.
RECONSTRUCTION ASSESSMENT DISTRICT - 2015

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company:	Capitol Underground, Inc.
Address:	782 Lois Dr., Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Jim Lee/P.M.

Prime Bidder Certification

Name:	Jim Lee
Title:	P.M.
Company:	Capitol Underground, Inc.

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



Witness' Signature



Bidder's Signature

4/8/16

Date

**CONTRACT NO. 7407
JENIFER ST., S. PATERSON ST., S. BREARLY ST. AND S. FEW ST.
RECONSTRUCTION ASSESSMENT DISTRICT - 2016**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
ALVIN ASTLE TRUCKING	TRUCKING	9 %
NEIL SCHLUGH TRUCKING		%
AND OTHER SBE TRUCKING WHEN AVAILABLE		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		9 %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: _____ %

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION
 ASSESSMENT DISTRICT - 2015

CONTRACT NO. 7407

DATE: 4/8/2016

Capitol Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,475.00	\$3,475.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	40.00	\$125.00	\$5,000.00
10750.0 - RESET MONUMENT - EACH	1.00	\$720.00	\$720.00
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	350.00	\$3.00	\$1,050.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	370.00	\$3.00	\$1,110.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$211,000.00	\$211,000.00
20101.0 - EXCAVATION CUT - C.Y.	9935.00	\$19.70	\$195,719.50
20130.0 - UNDERDRAIN - L.F.	765.00	\$15.00	\$11,475.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) S.Y.	2635.00	\$1.20	\$3,162.00
20219.0 - BREAKER RUN - TON	4390.00	\$1.00	\$4,390.00
20221.0 - TOPSOIL - S.Y.	5035.00	\$2.45	\$12,335.75
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	357.00	\$1.40	\$499.80
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	6800.00	\$0.48	\$3,264.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	6670.00	\$2.80	\$18,676.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	33450.00	\$1.30	\$43,485.00
20324.0 - REMOVE CONCRETE STEPS - S.F.	62.00	\$6.00	\$372.00
20401.0 - CLEARING - I.D.	650.00	\$29.00	\$18,850.00
20406.0 - GRUBBING - I.D.	650.00	\$29.00	\$18,850.00
20701.0 - TERRACE SEEDING - S.Y.	5035.00	\$1.80	\$9,063.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	5035.00	\$1.35	\$6,797.25
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6160.00	\$14.50	\$89,320.00
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	183.00	\$18.60	\$3,403.80
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	350.00	\$35.60	\$12,460.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	22300.00	\$4.75	\$105,925.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	13700.00	\$5.40	\$73,980.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	288.00	\$25.00	\$7,200.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	5000.00	\$14.00	\$70,000.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	4375.00	\$14.00	\$61,250.00
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	528.00	\$52.65	\$27,799.20
40202.0 - HMA PAVEMENT TYPE E-1 - TON	420.00	\$53.00	\$22,260.00
40203.0 - HMA PAVEMENT TYPE E-3 - TON	4000.00	\$49.00	\$196,000.00
40211.0 - TACK COAT - GAL	1405.00	\$2.75	\$3,863.75
40231.0 - ASPHALT DRIVE AND TERRACE - S.Y.	300.00	\$19.75	\$5,925.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	600.00	\$1.00	\$600.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - LF	620.00	\$5.25	\$3,255.00
60814.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 12-INCH - LF	560.00	\$5.25	\$2,940.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF	190.00	\$6.00	\$1,140.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	24.00	\$155.00	\$3,720.00
90001.0 - HIGH FRICTION COLORED SURFACE - S.F.	555.00	\$12.20	\$6,771.00
90002.0 - CRACK AND DAMAGE SURVEY - EACH	5.00	\$700.00	\$3,500.00
90003.0 - REPAIR CONCRETE STEPS - S.F.	31.00	\$50.00	\$1,550.00
90004.0 - 5 INCH CONCRETE SIDEWALK WITH POETRY - S.F.	150.00	\$26.00	\$3,900.00
90005.0 - 18" TOPSOIL TRIAL AREA - S.Y.	20.00	\$15.00	\$300.00
20217 - CLEAR STONE - TON	1250.00	\$4.00	\$5,000.00
21002.0 - EROSION CONTROL INSPECTION - EACH	8.00	\$150.00	\$1,200.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	6.00	\$300.00	\$1,800.00

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION
ASSESSMENT DISTRICT - 2015

CONTRACT NO. 7407

DATE: 4/8/2016

Capitol Underground, Inc.

Item	Quantity	Price	Extension
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	4.00	\$300.00	\$1,200.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,600.00	\$4,600.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	25.00	\$252.00	\$6,300.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	2.00	\$60.00	\$120.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	4.00	\$24.00	\$96.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	2.00	\$30.00	\$60.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	77.00	\$120.00	\$9,240.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	110.00	\$24.00	\$2,640.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	77.00	\$30.00	\$2,310.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	1698.00	\$59.50	\$101,031.00
50741.0 - TYPE H INLET - EACH	36.00	\$1,662.00	\$59,832.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$3,475.00	\$3,475.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$24,000.00	\$24,000.00
20312.0 - REMOVE CATCHBASIN - EACH	5.00	\$280.00	\$1,400.00
20313.0 - REMOVE INLET - EACH	16.00	\$363.00	\$5,808.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	2455.00	\$0.01	\$24.55
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	406.00	\$62.00	\$25,172.00
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	336.50	\$101.00	\$33,986.50
50437.0 - 6 INCH TYPE III STORM SEWER PIPE - L.F.	13.50	\$53.00	\$715.50
50723.0 - 3'X3' STORM SAS - EACH	10.00	\$3,600.00	\$36,000.00
50724.0 - 4'X4' STORM SAS - EACH	5.00	\$3,982.00	\$19,910.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$650.00	\$1,950.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	2.00	\$1,320.00	\$2,640.00
50795.0 - PRIVATE STORM SEWER LATERAL - EACH	1.00	\$1,250.00	\$1,250.00
50907.0 - FURNISH AND INSTALL CIPP TO REHAB 21-INCH DIAMETER STORM SEWER MAINS - LF	261.00	\$115.00	\$30,015.00
90030.0 - 3'X6' STORM SAS - EACH	2.00	\$4,459.00	\$8,918.00
90031.0 - SIDEWALK DRAIN TYPE-1 - EACH	1.00	\$995.00	\$995.00
21110.0 - TERRACE RAIN GARDEN - SF	300.00	\$15.25	\$4,575.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$3,475.00	\$3,475.00
10914.0 - MOBILIZATION FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$87,000.00	\$87,000.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$245.00	\$735.00
40301.0 - FULL WIDTH GRINDING - S.Y.	289.00	\$10.15	\$2,933.35
50103 - RECONSTRUCT BENCH AND FLOWLINES - EACH	3.00	\$1,090.00	\$3,270.00
50212.0 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	7301.00	\$0.01	\$73.01
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	114.00	\$88.00	\$10,032.00
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	3660.00	\$104.50	\$382,470.00
50353 - SANITARY SEWER LATERAL SDR-35/SDR-26 - L.F.	3641.00	\$25.75	\$93,755.75
50354.0 - RECONNECT SANITARY LATERAL - EACH	126.00	\$1,937.50	\$244,125.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$6,588.00	\$6,588.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	300.00	\$22.00	\$6,600.00
50701.0 - 4' DIA. SANITARY SAS - EACH	18.00	\$2,834.00	\$51,012.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$409.00	\$818.00
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$1,239.00	\$6,195.00
90032 - REMOVE CLEANOUT - EACH	3.00	\$341.00	\$1,023.00
90033 - REMOVE OUTSIDE DROP - EACH	2.00	\$430.00	\$860.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$3,475.00	\$3,475.00
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$28,300.00	\$28,300.00

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION
 ASSESSMENT DISTRICT - 2015

CONTRACT NO. 7407

DATE: 4/8/2016

Capitol Underground, Inc.

Item	Quantity	Price	Extension
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	30.00	\$97.00	\$2,910.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	140.00	\$91.00	\$12,740.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	3220.00	\$97.50	\$313,950.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	360.00	\$103.50	\$37,260.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	640.00	\$109.50	\$70,080.00
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,122.00	\$1,122.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	9.00	\$1,263.00	\$11,367.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	13.00	\$1,670.00	\$21,710.00
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	2.00	\$2,320.00	\$4,640.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	4.00	\$2,803.00	\$11,212.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	9.00	\$4,182.00	\$37,638.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	15.00	\$2,440.00	\$36,600.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	120.00	\$1,604.00	\$192,480.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	2.00	\$2,165.00	\$4,330.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$2,686.00	\$2,686.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	9.00	\$2,290.00	\$20,610.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,420.00	\$1,420.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	8.00	\$1,620.00	\$12,960.00
70090.0 - ABANDON WATER VALVE BOX - EACH	17.00	\$150.00	\$2,550.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	2.00	\$310.00	\$620.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	144.00	\$13.00	\$1,872.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$520.00	\$1,040.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	16.00	\$492.00	\$7,872.00
20314.0 - REMOVE PIPE - L.F.	894.00	\$23.00	\$20,562.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	150.00	\$125.00	\$18,750.00
20336.0 - PIPE PLUG - EACH	31.00	\$15.00	\$465.00
50801.0 - UTILITY LINE OPENING - EACH	14.00	\$564.00	\$7,896.00
120 Items	Totals		\$3,462,702.71



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Capitol Underground, Inc.

(a corporation of the State of Wisconsin)

(~~individual~~), (~~partnership~~), (hereinafter referred to as the "Principal") and
Western Surety Company

a corporation of the State of SD (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 January 31, 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

CAPITOL UNDERGROUND, INC.
COMPANY NAME AFFIX SEAL

December 7, 2015
DATE

By: _____
SIGNATURE AND TITLE

SURETY

WESTERN SURETY COMPANY
COMPANY NAME AFFIX SEAL

December 7, 2015
DATE

By: John W. Walsh
SIGNATURE AND TITLE John W. Walsh, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 168955 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 7, 2015
DATE

John W. Walsh
AGENT John W. Walsh

c/o Cobb Strecker Dunphy & Zimmermann, Inc.
4726 East Towne Blvd, Ste 230
ADDRESS

Madison, WI 53704
CITY, STATE AND ZIP CODE

608-242-2550
TELEPHONE NUMBER

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

Project:

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) February 1, 2016 to January 31, 2018
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Capitol Underground, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/9/15
DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

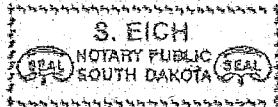
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 4th day of MAY in the year Two Thousand and Sixteen between CAPITOL UNDERGROUND, 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:

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015 CONTRACT NO. 7407

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 THREE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED TWO AND 71/100 (\$3,462,702.71) 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.

**JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW
STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015
CONTRACT NO. 7407**

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

Countersigned:

[Signature] 5/4/16
Witness Date

[Signature] 5/4/16
Witness Date

CAPITOL UNDERGROUND, INC.
Company Name

[Signature] 5/4/16
President Date

[Signature] 5/4/16
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:
[Signature]
City Attorney

Signed this 18th day of may

[Signature] 20 16
Mayor Date

[Signature]
Witness

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 CAPITOL UNDERGROUND, INC. as principal, and WESTERN SURETY COMPANY Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED TWO AND 71/100 (\$3,462,702.71)** 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:

JENIFER STREET, S. PATERSON STREET, S. BREARLY STREET, AND S. FEW STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2015 CONTRACT NO. 7407


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

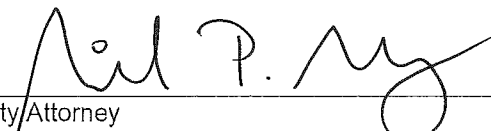


Secretary

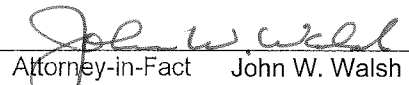
CAPITOL UNDERGROUND, INC.
Company Name (Principal)


President Seal

Approved as to form:



City Attorney

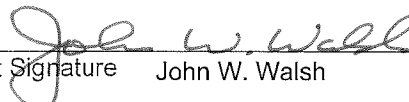
WESTERN SURETY COMPANY
Surety Seal
 Salary Employee Commission
By 

Attorney-in-Fact John W. Walsh

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 285241 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 John W. Walsh

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION J: PREVAILING WAGE RATES

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/8/2016

PROJECT:

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

PROJECT OWNER:

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

REQUESTER:

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

ADDITIONAL CONTACT:

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

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

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

Enclosures

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

ISSUED BY:

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/08/2016
Amended On: 01/28/2016

DETERMINATION NUMBER: 201600001

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON - ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	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

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

TRUCK DRIVERS

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

LABORERS

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

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

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

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

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

Fringe Benefits Must Be Paid On 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> \$
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 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> \$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On 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> \$
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 <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>
		\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Crüz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	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	Rofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<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	36.72	21.15	57.87
203	Three or More Axle Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.78	18.96	44.74
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	30.82	21.85	52.67
205	Pavement Marking Vehicle	23.82	17.72	41.54
206	Shadow or Pilot Vehicle	25.28	18.31	43.59
207	Truck Mechanic	25.28	18.31	43.59

LABORERS

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

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

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> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener, Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</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 & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx.</p>	37.01	21.85	58.86
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailling-wage-compliance.aspx.</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 <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>
		\$	\$	\$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	36.72	21.15	57.87

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

SKILLED TRADES

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (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				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	37.41	0.00	37.41
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason	32.82	9.93	42.75
104	Cabinet Installer	20.00	0.46	20.46
105	Carpenter	25.39	5.03	30.42
106	Carpet Layer or Soft Floor Coverer	24.04	4.89	28.93
107	Cement Finisher	23.86	3.43	27.29
108	Drywall Taper or Finisher	27.00	0.00	27.00
109	Electrician	20.00	12.47	32.47
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	19.45	4.70	24.15
112	Fire Sprinkler Fitter	33.00	18.96	51.96
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	17.00	0.00	17.00
115	Insulator (Batt or Blown)	20.00	12.35	32.35
116	Ironworker	24.30	14.25	38.55
117	Lather	25.39	5.03	30.42
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	9.93	42.75
121	Metal Building Erector	13.60	6.57	20.17
123	Overhead Door Installer	18.00	0.00	18.00
124	Painter	26.24	0.00	26.24
125	Pavement Marking Operator	30.00	18.81	48.81

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

TRUCK DRIVERS

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

LABORERS

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

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

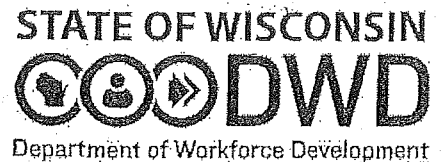
**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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.

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

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



Scott Walker, Governor
Reginald J. Newson, Secretary

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

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

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

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

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

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

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

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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P.O. Box 8928
Madison, WI 53708-8928
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Scott Walker, Governor
Reginald J. Newson, Secretary

PREVAILING WAGE – Contractors

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

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

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

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

For more information, visit the prevailing wage website: 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.