

BID OF _____

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

INSTALL DIRECT GAS FIRED HVAC UNITS
ET01-58401-815012-00-000000-TR160103-WI900573

CONTRACT NO. 6893

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

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

www.cityofmadison.com/business/pw

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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This Proposal, and Agreement have
been prepared by:

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



Chuck Kamp, Transit General Manager

SECTION A: ADVERTISEMENT FOR BIDS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--------------|-------------------------------------|
| CONTRACT NO. | PROJECT NAME: |
| 6893 | INSTALL DIRECT GAS FIRED HVAC UNITS |
| DBE GOAL | 20% |

Plans and Specifications are available at 1600 Emil Street, Madison, WI 53713; 608-267-1197 or on our website at www.cityofmadison.com/business/pw/contracts/openforBid.cfm.

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., 5/04/12 Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Disadvantaged Business Enterprise requirements on 4/27/12 1:00 PM at 1600 Emil Street, Madison Wisconsin.

OTHER REQUIREMENTS

Sealed bids 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.

Deadline for the Submittal of Bid is 05/04/12 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on 05/11/12 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

Sealed bids 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.

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting City Engineering at 608-266-4620

Publ. WSJ 4/20, 4/27

SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2012 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 at www.cityofmadison.com/Business/PW/specs.cfm or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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 Madison 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 Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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 therefore 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. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

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 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover | |

Street, Utility and Site Construction

- | | |
|---|---|
| 201 <input type="checkbox"/> Asphalt Paving | 275 <input type="checkbox"/> Sanitary, Storm Sewer & Water Main Const. |
| 205 <input type="checkbox"/> Blasting | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 285 <input type="checkbox"/> Sewer Lining |
| 215 <input type="checkbox"/> Concrete Paving | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work | 256 <input type="checkbox"/> Soil Borings |
| 225 <input type="checkbox"/> Dredging | 300 <input type="checkbox"/> Soil Nailing |
| 230 <input type="checkbox"/> Fencing | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 310 <input type="checkbox"/> Street Construction |
| 240 <input type="checkbox"/> Grading and Earthwork | 315 <input type="checkbox"/> Street Lighting |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 330 <input type="checkbox"/> Traffic Control During Construction |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 320 <input type="checkbox"/> Traffic Signals |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 325 <input type="checkbox"/> Traffic Signing and Marking |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 335 <input type="checkbox"/> Trucking |
| 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units | 399 <input type="checkbox"/> Other _____ |
| 270 <input type="checkbox"/> Retaining Walls, Reinforced concrete | _____ |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Carpet and Ceramic Tile Installation | 437 <input type="checkbox"/> Metals |
| 403 <input type="checkbox"/> Concrete | 440 <input type="checkbox"/> Painting |
| 404 <input type="checkbox"/> Doors and Windows | 445 <input type="checkbox"/> Plumbing |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 450 <input type="checkbox"/> Pump Repair |
| 410 <input type="checkbox"/> Elevator - Lifts | 455 <input type="checkbox"/> Pump Systems |
| 412 <input type="checkbox"/> Fire Suppression | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 475 <input type="checkbox"/> Water Supply Wells |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 480 <input type="checkbox"/> Wood, Plastics & Composites-Structural & Architectural |
| 428 <input type="checkbox"/> Glass and/or Glazing | 499 <input type="checkbox"/> Other _____ |
| 430 <input checked="" type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry | |

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 Other _____

SECTION C: DBE

Instructions to Bidders City of Madison DBE Program Information

Any questions about the DBE Program provisions of this project, including filling out the Special Prequalification Report, should be directed to Norman Davis, Contract Compliance Officer, City Civil Rights Department, at 608/267-8759, e-mail ndavis@cityofmadison.com.

A copy of the complete City of Madison Disadvantaged Business Enterprise (DBE) Program and/or DBE Directory may be obtained by calling the City Civil Rights Department at 608/267-8759.

PREQUALIFICATION REQUIREMENTS

1. PURPOSE

It is the policy of the U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA) that disadvantaged business enterprises (DBE) as defined in 49 C.F.R. Part 26 shall have the maximum feasible opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this contract.

2. DBE OBLIGATION

The Contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26 have the maximum feasible opportunity to participate in the performance of contracts and subcontracts financed under this project. In this regard, all bidders shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to insure that DBEs have the maximum feasible opportunity to compete for and perform contracts. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT/FTA-assigned contracts.

3. DBE UTILIZATION GOAL

For the current fiscal year, an over-all participation goal of ten and sixty-five hundredths percent (10.65%) has been established on City of Madison (Metro Transit) contracting activity. **For this contract, a DBE goal of twenty percent (20%) has been assigned.**

Each bidder shall meet or show adequate good faith efforts to meet the DBE project goal. DBE firms may participate as subcontractors, suppliers or in joint ventures. **The bidder shall meet or exceed or demonstrate that it could not meet the goal despite its best efforts or the bid will be considered non-responsive.**

4. DBE CERTIFICATION

In order to be considered a DBE firm, the firm must be certified by the City of Madison Civil Rights Department or by a state's Department of Transportation.

The City's DBE Program outlines the eligibility criteria and is available from the DBE Liaison Officer. If the DBE firm has not been certified by the City, it must submit a copy of a current DOT certification or a completed "Schedule A" form to the Civil Rights Department.

5. DEFINITIONS AND CERTIFICATION REQUIREMENTS

For the purposes of this program, a Disadvantaged Business Enterprise (DBE) is a small business concern:

1. Which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The Contract Compliance Officer has a list of DBE firms who are certified as meeting these definitions.

6. GOOD FAITH EFFORTS/WAIVER OF DBE GOAL

If a bidder finds it impossible to fully meet the DBE goal of a contract, the bid shall include a signed petition on the bidder's letterhead, for grant of relief from the DBE goal requirements, accompanied by documentation demonstrating that all reasonable good faith efforts were made toward fulfilling the goal.

To demonstrate sufficient reasonable efforts to meet the DBE contract goal, a bidder shall document the steps it has taken to obtain DBE participation, including but not limited to the following:

1. Obtaining information about DBEs in specific subcontracting areas by:
 - a. Developing and maintaining the Contractor's own file of certified DBEs;
 - b. Consulting lists of certified DBEs, including those of the City Civil Rights Department, the State of Wisconsin Department of Transportation, and the Wisconsin Supplier Development Council; and
 - c. If necessary, assisting an uncertified DBE to obtain certification by the City Civil Rights Department. The Civil Rights Department will provide the necessary forms at the bidder's request.
2. Contacting DBEs sufficiently in advance of the bid deadline so that they can prepare a bid and engage in negotiations:
 - a. Advertising in general circulation media, trade association publications, and minority-focus media for at least twenty (20) calendar days before bids are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable, and
 - b. written notification to DBEs that their interest in the contract is solicited.
3. Selecting portions of the work, which could be performed by DBEs in order to increase the likelihood of achieving the DBE project goal.
4. Negotiating directly with DBEs, including DBEs who contact the bidder to volunteer a sub-bid.
5. Outlining efforts to negotiate with DBEs for specific sub-bids including at a minimum the names, addresses, and telephone numbers of DBEs that were contracted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and a statement of why additional agreements with DBEs were

not reached:

- a. If the DBE is unavailable, a detailed statement from the bidder of the reasons for that conclusion;
 - b. If the bidder considers the DBE to be unqualified, a detailed statement of the reasons for that conclusion;
 - c. If the DBE refused to or was unable to offer a price which the bidder could reasonably agree to pay, a detailed statement of the reasons for that decision; and
 - d. Any other reasons why agreements with DBEs could not be reached.
6. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the City.
 7. Attendance at project pre-bid conferences.

Bidders that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.

A bidder will not be considered to have made a good faith effort to meet the DBE project goal if he or she rejects the bid of an otherwise qualified and competent DBE on the basis of price alone, unless it is shown that no reasonable price can be obtained from a DBE. A DBE's bid for the subcontract will be presumed to be unreasonable if the DBE's price exceeds the average price quoted by more than fifteen (15) percent.

7. COUNTING DBE PARTICIPATION

A bidder may count towards his or her attainment of the DBE goal only those expenditures to DBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the DBE goal, the contract participation by a DBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all amendments, modifications and change orders.

Work performed by a DBE 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 DBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the DBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in Metro's judgement, the firm does not perform a commercially useful function in the transaction, no credit towards goals may be awarded, and the counting provisions of the regulation never came into play.

It should be noted that 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 DBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's DBE Program.

If the City of Madison (Metro Transit) determines that the firm is performing a commercially useful function, then the City of Madison (Metro Transit) must then decide what that function is. If the commercially useful function is that of a regular dealer, then the City of Madison (Metro Transit) may count 60% of the value of the product supplied toward DBE goals.

A regular dealer must be engaged in selling the product in question to the public. This is important in distinguishing a regular dealer, 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.

As noted above, a supplier of bulk goods may qualify as a regular dealer 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 "or 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 regular dealer, 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., the counting rules of 49 C.F.R. Part 26.55 would apply.

Under paragraph (C), 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 City of Madison (Metro Transit), or a firm that puts a product into a container for delivery would not be considered a regular dealer. The City of Madison (Metro Transit) would not receive credit based on a percentage of the cost of the product for working with such firms.

Subparagraph (C)(3) concerns the use of services that help the City of Madison (Metro Transit) obtain needed supplies, personnel, materials or equipment to perform a contract a program function. Only the fee received by the service provider could be counted toward goals. For example, use of a minority sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the City of Madison (Metro Transit) 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 or program function.

Subparagraph (C)(3) concerns transportation or delivery services. If a DBE trucking company picks up a product from a manufacturer or regular dealer and delivers the product to the City of Madison (Metro Transit), 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 regular dealer 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.

Subparagraph (C)(3) applies the same principle to bonding and insurance matters. Contractors often are required to obtain bonding and insurance concerning their work in USDOT-assisted contracts. When they obtain a bond or an insurance policy from a DBE agent, the amount allowable toward goals is not any portion of the face value of the policy or bond or the total premium, but rather the fee received by the agent for selling the bond or insurance policy.

The City is aware that the rule's language does not explicitly mention every kind of business that works in USDOT/FTA financial assistance programs. In administering 49 C.F.R., Part 26, the City would, on a case-by-case basis, determine the appropriate regulatory provision to apply in a particular situation.

8. THE SPECIAL PREQUALIFICATION REPORT

The Special Prequalification Report consists of one cover page, one contact report and one letter of intent. Prepare one contact report for each DBE contacted.

For each contract, the bidder should list the information provided to the DBE, the type of work, and the percentage of the bid that will be performed by the DBE, or, if the DBE will not be used, the good faith efforts the bidder made to secure agreement. In reporting good faith efforts, include at least the following for each contract:

1. A description of the information provided to each DBE regarding the plans and specifications for portions of the work to be performed;
2. If the DBE is unavailable, a detailed statement from the bidder for the reasons for that conclusion;
3. If the bidder considers the DBE to be unqualified, a detailed statement of the reasons for that conclusion;
4. If the DBE refused to or was unable to offer a price which the bidder could reasonably agree to pay, a statement of reasons for that decision. Be specific.
5. Any other reasons why agreements with DBEs could not be reached; and
6. Other good faith efforts.

9. APPEAL PROCEDURE

A Contractor who is denied prequalification may appeal the City's decision to the Affirmative Action Officer, Madison City County Building, Room 523, Madison, WI 53701. All appeals shall be filed, in writing, during normal working hours. At a minimum, the appeal shall include the name and address of the appellant, the telephone and FAX numbers of the appellant, the action which is the subject of the appeal, the reason for the protest, and a statement of the remedy sought. The appeal should be specific.

10. DBE AWARD NOTIFICATION

Whenever a prime Contractor is awarded a contract by the City of Madison (Metro Transit), the DBE subcontractor will be notified in writing by the DBE Liaison Officer that a contract has been awarded in which they were identified as a DBE subcontractor. A copy of the Letter of Notification will also be sent to the prime Contractor and the Transit General Manager.

REQUIREMENTS OF SUCCESSFUL BIDDER

11. DBE SUBSTITUTIONS

Arbitrary changes by the Contractor of DBEs identified in his or her bid is strictly prohibited. Further, without prior approval by the DBE Liaison Officer, the Contractor may not terminate a subcontract agreement, reduce the scope of work nor decrease the proposed price to the DBE.

In instances where the Contractor finds it necessary to request substitution of a DBE for reasons such as default on the part of the DBE or poor work performance, the Contractor shall submit, in writing, to the DBE Liaison Officer, the reasons justifying release of prior approved DBEs and receive approval from the City of such change prior to subcontracting with another certified DBE.

The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples:

1. A previously committed DBE was found not to be able to perform;
2. A committed DBE was found not to be able to produce acceptable work;
3. A committed DBE was later discovered not to be bona fide; and
4. A DBE previously committed to a given price later demands an unreasonable escalation of price.

The Contractor's position in these cases shall be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include:

- a. A replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor;
- b. Issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and
- c. DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances; i. e., change in scope of DBE's work.

The Contractor's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontractor. The same DBE affidavits, documents, and Letter of Intent which are required of bidders should be attached.

DBE Liaison Officer will evaluate the submitted documentation and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. The response may also be in the form of a rejection of the proposed DBE substitution with the reasons therefore included in the City's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

Actual substitution of a DBE to fulfill contract requirements should not be made prior to City approval. Once notified of City approval, the substitute DBE subcontract shall be executed within five (5) working days, and a copy of the DBE subcontract, with signatures of both parties to the agreement, should be submitted to the DBE Liaison Officer.

The City will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with DBE contract requirements.

In the case where an enterprise under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward the DBE goals fully as planned, the City will consider the following criteria in evaluating a waiver request:

1. Whether the Contractor was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated, and
2. The adequacy of unsuccessful efforts taken to obtain a substitute DBE.

12. CONTRACT MONITORING

To insure DBE compliance on all contracts regardless of dollar amount, the DBE Liaison Officer will contact the Contractor and the DBE subcontractor when the project reaches the 90% mark of completion. The Contractor will receive a request for status of DBE subcontractor payment. The request will identify the names of DBEs proposed by the Contractor, the proposed goods or services the DBE subcontractor was to provide and the proposed subcontracted DBE dollar amount. The Contractor will be requested to supply, within ten (10) working days, proof of payment for each of the DBEs listed in order to verify the year-to-day DBE participation.

The DBE subcontractor will be requested to provide an affidavit for DBE subcontractor participation/payment attesting to the work performed and the amount paid to date to the subcontractor.

13. NON-COMPLIANCE AND LIQUIDATED DAMAGES

The City shall have the discretion to apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Failure to comply with the DBE terms of a contract or failure to use DBEs as stated in the Contractor's bid constitutes a material breach of this contract, and may lead to the suspension or termination of this contract in whole or in part; furthermore, continued eligibility to enter into future contracting arrangements with the City of Madison (Metro Transit) may be jeopardized as a result of non-compliance. In some cases, monthly progress payments may be withheld until corrective action is taken.

Therefore, in such cases of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows: for each one (1) percent (or fraction thereof) of shortfall toward the DBE goal, one (1) percent of the base bid for this contract shall be surrendered by the Contractor to the City in payment as liquidated damages, if such damages are assessed.

When work is completed, in the event that the City has determined that the Contractor was not in compliance in the fulfillment of the required DBE goals, and a grant of relief of the requirements was not obtained, the City will thereby be damaged in the failure to provide the benefit of participation to DBEs to the degree set forth in the contract.

14. OPPORTUNITIES FOR THE USE OF BANKS OWNED & CONTROLLED BY DBES

The City of Madison encourages its prime contractors to use banks owned and controlled by minorities and women in Wisconsin whenever feasible.

THIS INFORMATION MUST BE SUBMITTED, ALONG WITH THE FTA CERTIFICATIONS, IN A SEPARATE SEALED ENVELOPE MARKED "ENVELOPE NO. 2--DBE REPORT/FTA CERTIFICATES."

1. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/COVER SHEET

Project Name: _____

Bidder's Name: _____

Bidder's Contact Person: _____

Contact Person's Telephone Number: _____

BIDDER CERTIFICATION

I, _____, hereby declare and affirm that I am a duly authorized representative of _____ and that I have personally reviewed the material and facts set forth in and submitted in this DBE Utilization Plan and, to the best of my knowledge and belief, the information in this Plan is true and correct.

Furthermore, the undersigned shall enter into formal written agreements with all listed DBE firms for work as indicated in this Plan and shall enter into such agreements within five (5) working days after receipt of the contract executed by the City of Madison, Wisconsin.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

2. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/CONTACT REPORT

DBE's
Name: _____

DBE's
Address: _____

DBE's
Contact Person: _____

Contact Person's
Telephone Number: _____

FILL in this Section if you will use this DBE on this Project:

THIS DBE WILL BE A: (Check One)

() Sub-contractor () Supplier () Joint Venture

Type of work this DBE will perform:

List total percentage of commitment to this DBE: _____%

FILL in this section if you will not use this DBE on this project:

To the best of our knowledge and belief, the DBE listed above is unavailable for work on this project for the following reasons:

It is our belief that the DBE listed above is unqualified to work on this project for the following reasons:

The DBE listed above cannot be used for work on this project for other reasons. Such reasons may include unreasonable prices or negotiations which were unsuccessful for other reasons. State specifically and in detail what those reasons were.

Describe the information provided to the DBE listed on the preceding page regarding the plans and specifications for portions of the work to be performed:

Describe any other good faith efforts (use additional paper if necessary):

3. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: _____ and the City of Madison
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the following project/contract.

Project Name: _____

DBE Firm's Contact Person: _____

Contact Person's Telephone Number: _____

THIS DBE FIRM WILL BE A: (Check One) Sub-contractor Supplier
 Joint Venture

This firm will perform the following type of work:

List total percentage of commitment to this DBE: _____%

If more space is needed to fully describe the DBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement with the Prime Contractor, conditioned upon the Prime Contractor's execution of a contract with the City of Madison, Wisconsin, and will do so within five (5) working days of the Prime Contractor's knowledge of said contract award.

The DBE status of the undersigned has been certified by the City of Madison, Wisconsin, or the Wisconsin Department of Transportation. A copy of said certification is attached to this Letter of Intent.

Notice: If the DBE firm is not certified by the City or the Region V DBE Coordinating Council, the firm must attach copies of other current certifications **and** must complete and submit "Schedule A," the City of Madison DBE Application form, to the Civil Rights Department within thirty (30) days of contract award.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

4. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTOR) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The lower-tier participant (potential subcontractor), _____, certifies, by submission of this proposal or bid, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(If the lower-tier participant [potential subcontractor] is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SUBSECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

SIGNATURE _____
NAME _____
TITLE _____
FIRM NAME _____
DATE _____

The undersigned chief legal counsel for the _____ (entity) hereby certifies that the _____ (entity) has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

SIGNATURE _____
NAME _____
TITLE _____
FIRM NAME _____
DATE _____

SECTION D: SPECIAL PROVISIONS

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) is not required if either: a single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$48,000; or no single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$100,000. For bids not meeting either of these conditions, prevailing wages shall be required.

If 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:

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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 and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

All bidders are notified that all labor employed on City contracts must be paid in accordance with the minimum rate of wage scale included in the Contract Documents.

For the information of the employees working on the project, a copy of the wage scale included in the contract documents and the provisions of Section 66.0903(8) of the Wisconsin Statutes shall be kept posted by the employer and in at least one conspicuous and easily accessible place at the site of the project.

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must 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. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall

submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison "Minimum Rate of Wage Scale" and that 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 such employee. Questions regarding an employee's classification or rate of pay within that classification, shall be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

The Contractor shall agree that the normal rate of wage paid to the Contractor's employees on other projects shall not be reduced or otherwise diminished as a result of the requirement to pay no less than the minimum rate of wage scale on a City project. Mulcting of employees on City projects by contractors, such as by kickbacks or other such devices, is prohibited.

These contract provisions shall apply to all work performed on the contract by the Contractor with its own organization and with assistance of laborers under its immediate superintendency and to all work performed by piecework or by subcontract. No laborer, worker, or mechanic shall be employed directly upon the site of the work except on a wage basis, but this shall not be construed to prohibit the rental of equipment from individuals.

In the event of a refusal by the Contractor to submit payroll records as required by the contract, the City of Madison shall have the option to cancel this contract and request the Surety to perform or to relet the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

ARTICLE 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 \$51,000 for a single trade contract; or equal to or greater than \$246,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

1. Scope

This project consists of the purchase, delivery, removal of existing equipment and installation of two (2) direct fire make up air rooftop units. The new units will replace existing direct fire make up air units on the roof and will be delivered to and installed (by the contractor) at Metro's Bus Maintenance Facility.

2. General Specifications

The bidder shall **examine the site** during a **mandatory site visit**. At that time the bidder will review the condition under which the work will be done and other circumstances that will affect the bid and could affect the completed work. No allowances will be made subsequently in this connection for any error or negligence on the bidders part. **The bidder should contact Jim Fink, Transit Building & Grounds Supervisor to set up the appointment for the site visit, at (608) 267-4951, Fax (608) 267-8778 or email : jfink@cityofmadison.com**

Each bidder shall attest by signature on the proposal sheet provided, that he has visited the buildings/facilities, and fully understands there will be no recourse for negligence or oversight for not doing so.

It is the intent of this specification to identify design requirements and minimum standards for the quality, construction, delivery, installation, and operation of the direct fire make up air roof top units, in accordance with standard practice, shall be submitted for approval.

2.1 CODES AND STANDARDS:

The following standards form a part of this specification to the extent referenced. References in the body of this specification are by basic designation only.

- 2.1.1 American Society for Testing and Materials (ASTM)
- 2.1.2 National Electrical Manufacturer's Association (NEMA)
- 2.1.3 Underwriters Laboratories, Inc. (UL)

2.2 QUALITY ASSURANCE:

2.2.1 The material, construction, and operation of the direct fire make up air rooftop units shall conform to the performance specifications contained herein. An approved manufacturer is: HASTING HVAC or equal to.

2.2.2 Hasting HVAC Manufacturer specifications are:

| |
|---|
| TWO DIRECT REPLACEMENTS INSTALLED : HASTINGS HVAC |
| TAG # SBD-218-19-1583 REPLACEMENT, SN R-21673 |

| | |
|-----------------|------|
| Quantity: | 2 |
| TSP("w.c.): | 1.75 |
| Altitude (ft.): | |

| | |
|-----------------------|--------|
| Airflow (cfm): | 19,000 |
| Temperature Rise (F): | 71 |
| MBH Input: | 1583 |
| Gas Type (NG or LP): | NG |
| Gas Inlet Pressure: | 4# |

2.2.3 Manufacturer shall warrant mechanical and electrical components against defects in materials and workmanship for three years beginning from the date of Substantial Completion.

2.2.4 Each direct fire make up air unit shall be furnished as a complete unit produced by one manufacturer, including hardware, accessories, and mounting components.

2.3 MANUFACTURING AND INSTALLER QUALIFICATIONS:

2.3.1 Direct fire make up air roof top units are to be the product of a manufacturer who has had at least ten years experience in design, fabrication, erection, and service, and who is regularly engaged in the manufacture of the type of equipment specified herein. Only manufacturers who can submit evidence of actual installations of comparable design and construction, and that the products have proven practical, durable, and require a minimum of maintenance, will be qualified under this specification.

2.3.2 Installation of the direct fire make up air units shall be by an authorized representative of the product manufacturer and shall be in accordance with approved installation drawings. Mechanics shall be skilled and experienced in the removal and installation of direct fire make up air units of the type specified herein.

2.4 SUBMITTALS:

2.4.1 Product Data: Provide general construction, component connections and details, electrical equipment and operation instructions.

2.4.2 Operating Drawings and Instructions: Furnish the following at the completion of the installation:

2.4.2.1 Product data and/or shop drawings and wiring schematics for direct fire make up air units.

2.4.2.2 Complete manufacturer's manuals containing instructions for operation and maintenance of direct fire make up air units.

2.5. DELIVERY AND STORAGE:

2.5.1 Supplier shall provide shipment of all materials in the manufacturers protective packaging to the job site. Delivery of materials shall be in original rolls, packages, boxes, or crates bearing the manufacturers name, brand, model number, and installation location.

2.5.2 General contractor is responsible for receiving, unloading, and storage of materials. Storage shall be in dry locations with adequate ventilation, free from dust and water, and available for inspection and handling. Handle direct fire make up air units carefully to prevent damage. Remove damaged items that cannot be restored to like new condition and replace with new items.

2.6 PRODUCT SPECIFICATIONS

The bid shall be for the following product or a product equal to the Hastings HVAC unit specifications listed below:

2.6.1 Engineers Specifications

Furnish and install the following Hastings direct gas-fired make-up air system.

2.6.2 Blower Section

- Blower wheels shall be statically and dynamically balanced forwardly curved, double width, double inlet, class 1 except SB-240 with backward incline fans.
- Blower wheels shall be mounted on solid turned ground shaft with keyway for driven shaft.
- Bearings shall be 200,000 hour ball bearing, self aligning, and greaseable, pillow-block or flange mounted.
- Blower housings, bearings and adjustable motor base shall be mounted on a reinforced frame to insure rigidity and quiet operation.
- The driver and driven sheaves shall be of the keyed hub type. The driven sheave shall be of a fixed pitch diameter and the driver sheave shall be of a

variable pitch diameter through 10 HP and fixed pitch above 10 HP. V-belt drives shall be sized for 135% of motor horsepower.

- Cabinet shall be constructed of high quality (18) (16) (14) gauge aluminized steel to insure long rust-free life.
- Cabinet interior insulated with 1-2# density foil face insulation.
- Access panels shall be provided to allow easy access to motors and filters (if ordered).
- Outside cabinet surface is primed with zinc-chromate and finished with air dried enamel.

2.6.3 Burner Section

- The burner shall be a direct gas-fired burner suitable for complete combustion of natural gas, propane or propane-air mixture, and having a turndown ration of up to 22:1.
- Burner combustion must be clean and odorless. Combustion efficiency must limit the products of combustion to a maximum of 5ppm carbon monoxide and a maximum of 0.5ppm nitrogen dioxide.
- The burner shall have stainless steel combustion Baffles, non-clogging gas ports, spark ignition and Flame safeguard system.
- Observation port shall be provided in burner cabinet.
- Profile plates to control proper air velocity across the burner shall be factory installed, adjusted during an actual firing test and locked in place before shipment.

2.6.4 Motor

An Energy Efficient (E.E.) T-frame, ODP, 1800 RPM prelubricated ball bearing type motor shall be furnished for voltage as scheduled.

Gas and Electric Controls:

The following controls shall be furnished with the direct gas-fired make-up air system:

- Main gas hand shut-off valve
- Main and pilot gas pressure regulators
- Pilot controls
- Electric safety shut-off valve
- Electronic modulating gas valve with Discharge
- Air controller
- Electric flame safeguard system
- High temperature limit switch.
- Airflow switch
- Ignition transformer
- Automatic mild weather burner lockout
- Motor starter
- Control transformer
- NEMA 1 control box
- Remote control station with system switches and Indicating lights

2.6.5 Assembly

The system shall be factory assembled and wired with the exception of controls that are remote to the unit.

2.6.6 Accessories:

The following items are to be furnished:

- Drop in replacement of units with Model #SBD-218-19-1583, S/N R-21673
- Curb adapter frame – Entire unit including coil modules
- Extended grease lines – permits greasing from control side of unit
- Insulated blower section – interior foil faced insulation
- HR-2 Horizontal down flow discharge arrangement
- Weather proof unit – includes hinged and latched control enclosures
- Storm proof weather hood with rain shield and bird screen
- V-Bank filter section, side access with 30% efficient pleated filters – note – V-Bank section must be supported in field by owner
- Motor operated discharge damper
- Prepurge timer (7 sec.)
- Aux. started contact (Factory mounted)
- Low outlet temperature shut off
- Ultra violet flame sensor
- Blocked intake switch and signal light
- ETL label and non ETL label (O.A./1000/900 RPM)
- U.L. labeled main control panel
- U.L. labeled remote control station
- 15 HP, 1800/900 RPM, ODP, 460V/3PH/60HZ motor and motor starter
- Disc switch or circuit breaker
- High gas pressure regulator
- G.E. – GAPS approval (Formerly I.R.I.)
- Gas pilot ignition
- Discharge air temp control with selector dial mounted on remote control station
- High and low gas pressure switches
- Preheat coil sections (2) (Less coils and controls mounted in series ahead of burner section)
- Two speed unit controls
- State of Wisconsin unit coding

3. Installation Specifications

3.1 INSTALLATION

- 3.1.1 Remove existing direct fire make up air units without causing damage to the property. The old direct fire make up air units will be stored at the bus garage facility. For recycling by Metro Transit
- 3.1.2 Install direct fire make up air units in accordance with manufacturer's instructions.
- 3.1.3 Use anchorage devices to securely fasten assembly to curb constructions and building framing without distortion or stress.
- 3.1.4 Fit and align assembly including hardware; level and plumb to provide smooth operation.
- 3.1.5 Coordinate installation of electrical service. Complete wiring from disconnect to unit components.

- 3.1.6 Touch-up paint on frame and other painted surfaces in accord with painting section.
- 3.1.7 Curb size for new direct fire make up air units on the roof are as follows 79" x 149 3/4"
- 3.1.8 Upon completion of installation, including work by other trades, lubricate, test and adjust direct fire make up air units in accordance with manufacturer's product data. Manufacturer's authorized representative shall make final adjustments.
- 3.1.9 Protect finished installations until Date of Substantial Completion. Repair damage to direct fire make up air units, hardware and operators.

3.2 ADJUSTING

- 3.2.1 Adjust direct fire make up air units for normal operation and operating assemblies.
- 3.2.2 Test and adjust direct fire make up air units, if necessary, for proper operations.

3.3 CLEANING

- 3.3.1 Clean direct fire make up air units and components.

The Installation is to be completed by August 20, 2012.

4. Payment

For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, but after presentation of invoices by the contractor supporting actual related costs and evidence of the charges of suppliers, subcontractors, and others for supplies furnished and work completed. If the total of such payments is less than the lump sum contract price for this item, the unpaid balance is included in the next appropriate contract payment. Payment of the lump sum contract price constitutes full compensation for completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

5. Items of work and construction details

SEE ATTACHMENT A FOR REFERENCE DRAWINGS.

6. Project Contact

Any questions or comments should be directed to:

Jim Fink
Transit Building and Grounds Supervisor
Metro Transit
1101 E. Washington Avenue
Madison, WI 53703

email; jfink@cityofmadison.com

Please allow up to 24 hours for non-verbal responses

Phone; (608) 267-4951

Cell; (608) 575-8259

FAX; (608) 267-8778

PLEASE ALLOW UP TO 24 HOURS FOR NON-VERBAL RESPONSES

ARTICLE 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 107.1: PUBLIC CONVENIENCE AND SAFETY

Adding the following paragraphs shall amend subsection 107.1 of the Standard Specifications:

All work or operations within Metro Transit Property shall be conducted in a manner, which will not interfere with the safe uninterrupted operation of the Facility.

The Contractor shall notify the Engineer in writing, at least seventy-two (72) hours before starting any work within the Facility, setting forth specifically the time at which it is planned to start such operations.

The Contractor shall not park any vehicles or equipment within the Facility.

SECTION 107.7: MAINTENANCE OF TRAFFIC

Work areas will be isolated from the general use areas to protect the public from incidental exposures. Bus traffic shall not be interrupted.

SECTION 109.2: PROSECUTION OF THE WORK

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.

SECTION 109.7: TIME OF COMPLETION

The project must be completed no later than Friday, August 20, 2012

SECTION 111 FEDERAL TRANSIT ADMINISTRATION (FTA) CONSTRUCTION SIGNING

SECTION 111.1 GENERAL

The Contractor shall post a sign, prior to commencing work, in a location on site with the highest visibility to the public or as approved by the Engineer. The Contractor shall maintain the sign during construction. The sign shall identify the construction work as part of **Grant Project No. WI900573** and indicating the USDOT/FTA is funding up to 80 percent of the project's total cost.

The Contractor is required to post the wage determination and the required Davis-Bacon poster at the site in a prominent and accessible place where the Contractor's workers can easily see it. The Contractor is permitted to print the required information on the Contractor's letterhead. However, the typeface used must be large enough that the general public can easily read the text. This work shall be incidental to the FTA Construction Signing.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS:

1. All bids submitted must be in accordance with specifications, special conditions, if any, and City of Madison Standard Specifications for Public Works Construction.
2. All bids submitted must include manufacturer, and product literature.

For questions regarding the technical issues, contact Jim Fink at (608) 267-4951

SECTION E: PROPOSAL

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2012 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.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is Bid Bond or Certified Check in the amount of _____ Dollars (\$ _____) or a Certificate of Biennial Bid Bond as required by the Advertisement for Bids.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of _____
(name of corporation, partnership, or person submitting bid)
a corporation organized and existing under the laws of the State of _____;
a partnership consisting of _____; an individual trading as _____;
of the City of _____; State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

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

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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

Disclosure of Ownership

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) and 103.49(7)(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), Wisconsin Statutes. 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

| | | | |
|---------------------------|------|-------|----------|
| Name of Business | | | |
| Street Address or P O Box | City | State | Zip Code |
| Name of Business | | | |
| Street Address or P O Box | City | State | Zip Code |
| Name of Business | | | |
| Street Address or P O Box | City | State | Zip Code |

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

| | | | |
|---|-------------|-------|----------|
| Print the Name of Authorized Officer | | | |
| Signature of Authorized Officer | Date Signed | | |
| Name of Corporation, Partnership or Sole Proprietorship | | | |
| Street Address or P O Box | City | State | Zip Code |

If you have any questions call (608) 266-0028

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

Best Value Contracting

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

2. Some Contractors are exempt due to the size of the work force. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin.

Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.

3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

Number of Journeyworkers The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.

W-ATT The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.

US-ATT The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.

SB-ATT The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.

The Contractor has reviewed this list on E-4 and has checked the appropriate box by each apprenticeable trade to be used on the project.

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

Apprenticeable Trades

Check the box in the column "Trade Used on This Project" for each apprenticeable trades used on this project. For those trades used on the project indicated the number of journeyworkers that are employed company wide and check a box to the right of the trade as to how the Contractor will comply MGO 33.07(7). Refer to the legend on page E-3 for the meaning associated with each heading. The Contractor must check one of the boxes on the right for each apprenticeable trade used and checked on the left.

| Trade Used on Contract | Apprenticeable Trades | Number of Journeyworkers | W-ATT | US-ATT | SB-ATT |
|-------------------------------------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | Bricklayer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Carpenter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Cement Mason / Concrete Finisher | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Cement Mason (Heavy Highway) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Construction Craft Laborer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Data Communication Installer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Electrician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Glazier | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Heavy Equipment Operator / Operating Engineer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Insulation Worker (Heat & Frost) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Iron Worker | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Iron Worker (Assembler, Metal Bldgs) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Painter & Decorator | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Plasterer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Plumber | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Residential Electrician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Rofer & Waterproofer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Sheet Metal Worker | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Sprinklerfitter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter (Refrigeration) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter (Service) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Taper & Finisher | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Telecommunications (Voice, Data & Video) Installer-Technician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Tile Setter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PROPOSAL

NAME OF BIDDER

INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893

The Contract will be awarded based on the lowest GRAND TOTAL

ACCOUNT NO. ET01-58401-815012-00-0000000-TR160103-WI900573

| ITEM | TYPE OF WORK | ESTIMATED QUANTITIES | UNIT PRICE BID | TOTAL BID |
|------|--------------------------------|----------------------|----------------|-----------|
| 1 | Lump Sum for complete contract | 1.00 | Lump Sum | \$ |

GRAND TOTAL

\$0.00

MANDATORY SITE VISIT COMPLETED BY: _____

DATE MANDATORY SITE VISIT WAS COMPLETED _____

SECTION F: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT _____ (a corporation of the State of _____) (individual), (partnership), hereinafter referred to as the "Principal") and _____, a corporation of the State of _____ (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, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

INSTALL DIRECT GAS FIRED HVAC UNITS CONTRACT NO. 6893

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

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

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

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.

Seal

Principal

Date

By:

Name of Surety

By:

Date

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

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

| |
|---|
| TIME PERIOD - VALID (FROM/TO) |
| NAME OF SURETY |
| NAME OF CONTRACTOR |
| CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p> |

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

Date

SECTION G: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twelve between _____ 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 _____, 2012, 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:

INSTALL DIRECT GAS FIRED HVAC UNITS CONTRACT NO. 6893

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 _____ (\$ _____) 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 comply with Section 23.01(1) of Madison General Ordinances entitled "Wage Rates for Employees of Public Works Contracts." 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.

"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 substantially in place, directly or through spreaders, 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 preapprentices, 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 City of Madison has been granted exemption from applying to the Wisconsin Department of Workforce Development (DWD) for determination of prevailing wage rates in accordance with Sec. 66.0903(3), Wis. Stats. 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. Upon approval by the Common Council, 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 be paid unconditionally and not less often than once per week. 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 Subjourneypersons. Apprentices and subjourneypersons 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 and Sec. 23.01, Madison General Ordinances; 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 therefor; 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., and Sec. 23.01, Madison General Ordinances, 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 therefor; 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 or this ordinance, she/he shall be in default on 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, 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 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 of Madison Department of Affirmative Action 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 Department of Affirmative Action 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 of Madison Department of Affirmative Action 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 Department of Affirmative Action 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 or national original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

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

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's Department of Affirmative Action 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.

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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:

Company Name

Witness

Date

President

Date

Witness

Date

Secretary

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

City Comptroller

City Attorney

Signed this _____ day of _____, 20_____

Witness

Mayor

Date

Witness

City Clerk

Date

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as principal, and _____
Company of _____ as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of _____ (\$ _____) 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:

**INSTALL DIRECT GAS FIRED HVAC UNITS
CONTRACT NO. 6893**

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 _____ day of _____, 2012

Countersigned:

Company Name (Principal)

Witness

President

Seal

Secretary

Approved as to form:

Surety

Seal

Salary Employee

Commission

By

City Attorney

Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. _____ for the year 20_____, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent

SECTION I: DEPARTMENT OF WORKFORCE DEVELOPMENT

Department of Workforce Development
 Public Works Project and Wage Rate Information
 Department of Workforce Development
 Final Determination
 Annual Prevailing Wage Rate Survey Data
 DANE COUNTY
 Compiled by the State of Wisconsin
 For All Public Works Projects, Except State Highways
 Effective January 1st, 2012
 01/13/2012

Total Rows Found = 234

| DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICIAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS. | | | | | |
|---|--|---------|---------|---------|-------------|
| BUILDING OR HEAVY CONSTRUCTION | | | | | |
| <p>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 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.</p> | | | | | |
| SKILLED TRADES | | HBR | FB's | Total | Change Date |
| 101 | Acoustic Ceiling Tile Installer | \$29.06 | \$15.16 | \$44.22 | |
| 102 | Boilermaker | \$31.09 | \$23.75 | \$54.84 | |
| 103 | Bricklayer, Blocklayer or Stonemason | \$32.26 | \$16.60 | \$48.86 | |
| | Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 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. | | | | |
| 104 | Cabinet Installer | \$29.06 | \$15.16 | \$44.22 | |
| 105 | Carpenter | \$29.06 | \$15.16 | \$44.22 | |
| 106 | Carpet Layer or Soft Floor Coverer | \$29.06 | \$15.16 | \$44.22 | |
| 107 | Cement Finisher | \$32.03 | \$15.13 | \$47.16 | |
| 108 | Drywall Taper or Finisher | \$26.10 | \$13.65 | \$39.75 | |
| 109 | Electrician | \$32.55 | \$18.68 | \$51.23 | |
| | Future Increase(s): Add \$.50/hr on 6/1/2012. 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. | | | | |
| 110 | Elevator Constructor | \$43.79 | \$25.48 | \$69.27 | |
| 111 | Fence Erector | \$25.50 | \$0.26 | \$25.76 | |
| 112 | Fire Sprinkler Fitter | \$36.39 | \$16.75 | \$53.14 | |
| 113 | Glazier | \$36.23 | \$11.22 | \$47.45 | |
| 114 | Heat or Frost Insulator | \$33.28 | \$22.51 | \$55.79 | |
| 115 | Insulator (Batt or Blown) | \$23.62 | \$11.55 | \$35.17 | |
| 116 | Ironworker | \$30.90 | \$19.11 | \$50.01 | |
| 117 | Lather | \$29.06 | \$15.16 | \$44.22 | |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 119 | Marble Finisher | 31.16 | 16.27 | 47.43 |
| 120 | Marble Mason | 32.66 | 16.20 | 48.86 |
| 121 | Metal Building Erector | 22.00 | 4.11 | 26.11 |
| 122 | Millwright | 30.66 | 15.21 | 45.87 |
| 123 | Overhead Door Installer | 18.00 | 4.86 | 22.86 |
| 124 | Painter | 25.65 | 14.11 | 39.76 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 127 | Pipeline Fuser or Welder (Gas or Utility) | 29.54 | 18.84 | 48.38 |
| 129 | Plasterer | 29.03 | 15.16 | 44.19 |
| 130 | Plumber | 36.20 | 15.02 | 51.22 |
| 132 | Refrigeration Mechanic Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12. | 40.35 | 16.21 | 56.56 |
| 133 | Rofer or Waterproofer | 28.06 | 0.00 | 28.06 |
| 134 | Sheet Metal Worker | 34.23 | 20.19 | 54.42 |
| 135 | Steamfitter Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12. | 40.35 | 16.21 | 56.56 |
| 137 | Teledata Technician or Installer | 21.26 | 6.99 | 28.25 |
| 138 | Temperature Control Installer | 32.55 | 18.68 | 51.23 |
| 139 | Terrazzo Finisher | 18.00 | 5.35 | 23.35 |
| 140 | Terrazzo Mechanic | 31.16 | 16.27 | 47.43 |
| 141 | Tile Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013. | 23.77 | 16.00 | 39.77 |
| 142 | Tile Setter Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013. | 29.71 | 16.00 | 45.71 |
| 143 | Tuckpointer, Caulker or Cleaner | 22.00 | 9.75 | 31.75 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 146 | Well Driller or Pump Installer | 25.32 | 15.30 | 40.62 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 147 | Siding Installer | 16.74 | 2.58 | 19.32 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 32.37 | 16.48 | 48.85 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 28.78 | 15.16 | 43.94 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 17.80 | 9.00 | 26.80 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

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 | 18.00 | 6.98 | 24.98 |
| 203 | Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012. | 18.00 | 13.83 | 31.83 |
| 204 | Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 207 | Truck Mechanic | 18.00 | 13.68 | 31.68 |

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 \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender | 24.14 | 13.45 | 37.59 |
| 302 | Asbestos Abatement Worker | 23.96 | 12.88 | 36.84 |
| 303 | Landscaper | 17.00 | 6.36 | 23.36 |
| 310 | Gas or Utility Pipeline Laborer (Other Than Sewer and Water) | 20.39 | 12.20 | 32.59 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 16.51 | 0.00 | 16.51 |
| 314 | Railroad Track Laborer | 14.00 | 4.77 | 18.77 |

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

| 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> |
| | | \$ | \$ | \$ |
| 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 Mfg's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 32.42 | 17.98 | 50.40 |
| 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). | 31.89 | 14.44 | 46.33 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 504 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| 505 | Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). | 37.45 | 19.45 | 56.90 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 27.75 | 19.15 | 46.90 |

**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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. | 34.62 | 17.98 | 52.60 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over. | 33.62 | 17.98 | 51.60 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 32.42 | 17.98 | 50.40 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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); Slideboom; 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 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; Holst (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; 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; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. | 35.59 | 19.10 | 54.69 |
| 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); Boller (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; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 29.19 | 17.98 | 47.17 |
| 514 | Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013. | 34.89 | 19.68 | 54.57 |
| 515 | Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). | 30.32 | 17.40 | 47.72 |
| 516 | Fiber Optic Cable Equipment | 22.00 | 7.27 | 29.27 |

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 | 32.66 | 16.20 | 48.86 |
| 105 | Carpenter 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. | 33.43 | 19.31 | 52.74 |
| 107 | Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | 30.68 | 15.68 | 46.36 |
| 109 | Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. 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. | 31.54 | 20.95 | 52.49 |
| 111 | Fence Erector | 25.50 | 0.26 | 25.76 |
| 116 | Ironworker 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. | 31.31 | 22.22 | 53.53 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 130 | Plumber | 36.20 | 15.02 | 51.22 |
| 135 | Steamfitter | 39.90 | 15.76 | 55.66 |
| 137 | Teledata Technician or Installer | 21.26 | 6.99 | 28.25 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 143 | Tuckpointer, Caulker or Cleaner | 22.00 | 9.75 | 31.75 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 146 | Well Driller or Pump Installer | 24.22 | 14.80 | 39.02 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 32.37 | 16.48 | 48.85 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 28.78 | 15.16 | 43.94 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 17.80 | 9.00 | 26.80 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

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 | 23.00 | 8.64 | 31.64 |
| 203 | Three or More Axle | 21.17 | 9.51 | 30.68 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 22.50 | 16.19 | 38.69 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 207 | Truck Mechanic | 21.17 | 9.51 | 30.68 |

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 \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013 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. | 25.28 | 13.44 | 38.72 |

| 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 | 17.00 | 6.36 | 23.36 |
| 304 | Flagperson or Traffic Control Person | 12.00 | 17.89 | 29.89 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 16.51 | 0.00 | 16.51 |
| 314 | Railroad Track Laborer | 14.00 | 4.77 | 18.77 |
| HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL 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 | \$ | \$ | \$ |
| 521 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over. | 33.62 | 17.98 | 51.60 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 32.42 | 17.98 | 50.40 |
| 523 | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |

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> \$ |
|-------------|---|---|---|--------------------|
| 524 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. | 30.89 | 17.16 | 48.05 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 29.19 | 17.98 | 47.17 |
| 526 | Boiler (Temporary Heat); Forklift; Greaser; Oiler. | 29.19 | 17.96 | 47.15 |
| 527 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| 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. | 36.20 | 18.81 | 55.01 |

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 | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 103 | Bricklayer, Blocklayer or Stonemason | 32.66 | 15.92 | 48.58 |
| 105 | Carpenter | 30.23 | 15.16 | 45.39 |
| 107 | Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | 30.68 | 15.68 | 46.36 |
| 109 | Electrician | 37.25 | 14.68 | 51.93 |
| 111 | Fence Erector | 35.62 | 0.00 | 35.62 |
| 116 | Ironworker | 30.90 | 19.11 | 50.01 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 124 | Painter | 28.00 | 11.15 | 39.15 |
| 125 | Pavement Marking Operator | 26.65 | 14.92 | 41.57 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 133 | Roofer or Waterproofer | 28.06 | 0.00 | 28.06 |
| 137 | Teledata Technician or Installer | 21.26 | 6.99 | 28.25 |
| 143 | Tuckpointer, Caulker or Cleaner | 22.00 | 9.75 | 31.75 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 35.42 | 12.90 | 48.32 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 35.50 | 14.27 | 49.77 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.18 | 14.07 | 39.25 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 22.35 | 16.19 | 38.54 |
| 203 | Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 22.50 | 16.19 | 38.69 |
| 204 | Articulated, Euclid, Dumptror, Off Road Material Hauler | 24.91 | 15.63 | 40.54 |
| 205 | Pavement Marking Vehicle | 23.84 | 14.76 | 38.60 |
| 206 | Shadow or Pilot Vehicle | 24.76 | 15.35 | 40.11 |
| 207 | Truck Mechanic | 24.91 | 15.35 | 40.26 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 301 | General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. 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). | 27.20 | 13.45 | 40.65 |
| 302 | Asbestos Abatement Worker | 23.96 | 12.88 | 36.84 |

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> \$ |
| 303 | Landscaper Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. 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). | 27.20 | 13.45 | 40.65 |
| 304 | Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. 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. | 23.55 | 13.45 | 37.00 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 16.51 | 0.00 | 16.51 |
| 314 | Railroad Track Laborer | 14.00 | 4.77 | 18.77 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---------------------------------------|-------------------------------------|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 531 | Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. 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). | 34.22 | 18.90 | 53.12 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 532 | <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 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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 33.72 | 18.90 | 52.62 |
| 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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 33.22 | 18.90 | 52.12 |

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> \$ |
|-------------|---|---|---|--------------------|
| 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; Holst (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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 32.96 | 18.90 | 51.86 |

| | | | | |
|--|--|---------------------------------|-------------------------------|--------------|
| 535 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. 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). | 32.67 | 18.90 | 51.57 |
| 536 | Fiber Optic Cable Equipment. | 22.00 | 7.27 | 29.27 |
| 537 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
| CODE | TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
| | | \$ | \$ | \$ |
| 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. | 36.20 | 18.81 | 55.01 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 26.80 | 18.52 | 45.32 |

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

| | | | | |
|--|--------------------------------------|---------------------------------|-------------------------------|--------------|
| 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 | 32.66 | 16.20 | 48.86 |
| 105 | Carpenter | 29.06 | 15.16 | 44.22 |

| | | | | |
|-----|---|-------|-------|-------|
| 107 | Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | 30.68 | 15.68 | 46.36 |
| 109 | Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. 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. | 28.74 | 17.86 | 46.60 |
| 111 | Fence Erector | 25.50 | 0.26 | 25.76 |
| 116 | Ironworker | 30.90 | 19.11 | 50.01 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 124 | Painter | 25.65 | 14.11 | 39.76 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 133 | Roofer or Waterproofer | 28.06 | 0.00 | 28.06 |
| 137 | Teledata Technician or Installer | 21.26 | 6.99 | 28.25 |
| 143 | Tuckpointer, Caulker or Cleaner | 22.00 | 9.75 | 31.75 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 35.42 | 12.90 | 48.32 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY 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. | 29.64 | 14.64 | 44.28 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.18 | 13.07 | 38.25 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

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 | 15.00 | 0.00 | 15.00 |
| 203 | Three or More Axle | 19.50 | 4.97 | 24.47 |
| 204 | Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 206 | Shadow or Pilot Vehicle | 15.00 | 0.00 | 15.00 |
| 207 | Truck Mechanic | 19.50 | 4.97 | 24.47 |

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 | 26.15 | 12.29 | 38.44 |
| 303 | Landscaper | 23.71 | 15.07 | 38.78 |
| 304 | Flagperson or Traffic Control Person | 12.00 | 17.89 | 29.89 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 16.51 | 0.00 | 16.51 |
| 314 | Railroad Track Laborer | 14.00 | 4.77 | 18.77 |

**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 Jlb Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. 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). | 34.22 | 18.90 | 53.12 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 33.72 | 18.90 | 52.62 |
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 33.22 | 18.90 | 52.12 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 544 | Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. 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). | 33.22 | 18.90 | 52.12 |
| 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; Screenshot (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. | 30.42 | 17.58 | 48.00 |
| 546 | Fiber Optic Cable Equipment. | 22.00 | 7.27 | 29.27 |
| 547 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| 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. | 36.20 | 18.81 | 55.01 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 34.62 | 17.96 | 52.58 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 552 | <p>Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jlb 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</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 \$1.25/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).</p> | 33.72 | 18.90 | 52.62 |
| 553 | <p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> | 32.67 | 18.55 | 51.22 |
| 554 | <p>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.</p> | 31.52 | 17.89 | 49.41 |

| | | | | |
|-----|---|-------|-------|-------|
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. | 32.67 | 18.55 | 51.22 |
| 556 | Fiber Optic Cable Equipment. | 22.00 | 7.27 | 29.27 |

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--------------------------------------|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 101 | Acoustic Ceiling Tile Installer | 27.00 | 2.47 | 29.47 |
| 102 | Boilermaker | 31.09 | 23.75 | 54.84 |
| 103 | Bricklayer, Blocklayer or Stonemason | 32.00 | 3.00 | 35.00 |
| 104 | Cabinet Installer | 22.00 | 2.74 | 24.74 |
| 105 | Carpenter | 27.00 | 3.46 | 30.46 |
| 106 | Carpet Layer or Soft Floor Coverer | 23.95 | 2.78 | 26.73 |
| 107 | Cement Finisher | 21.33 | 4.25 | 25.58 |
| 108 | Drywall Taper or Finisher | 23.80 | 1.55 | 25.35 |
| 109 | Electrician | 22.00 | 9.18 | 31.18 |
| 110 | Elevator Constructor | 43.79 | 25.48 | 69.27 |
| 111 | Fence Erector | 17.64 | 4.33 | 21.97 |
| 112 | Fire Sprinkler Fitter | 36.39 | 16.97 | 53.36 |
| 113 | Glazier | 36.23 | 11.22 | 47.45 |
| 114 | Heat or Frost Insulator | 29.04 | 19.73 | 48.77 |
| 115 | Insulator (Batt or Blown) | 18.95 | 1.70 | 20.65 |
| 116 | Ironworker | 30.90 | 19.11 | 50.01 |
| 117 | Lather | 28.15 | 15.14 | 43.29 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|----------------------------------|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 119 | Marble Finisher | 31.16 | 16.27 | 47.43 |
| 120 | Marble Mason | 32.66 | 16.20 | 48.86 |
| 121 | Metal Building Erector | 17.50 | 2.80 | 20.30 |
| 123 | Overhead Door Installer | 17.00 | 0.00 | 17.00 |
| 124 | Painter | 25.65 | 6.33 | 31.98 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 129 | Plasterer | 19.00 | 0.29 | 19.29 |
| 130 | Plumber | 30.00 | 10.34 | 40.34 |
| 132 | Refrigeration Mechanic | 30.96 | 0.00 | 30.96 |
| 133 | Roofer or Waterproofer | 29.85 | 1.55 | 31.40 |
| 134 | Sheet Metal Worker | 21.03 | 3.40 | 24.43 |
| 135 | Steamfitter | 32.59 | 11.05 | 43.64 |
| 137 | Teledata Technician or Installer | 19.23 | 5.32 | 24.55 |
| 138 | Temperature Control Installer | 22.45 | 4.11 | 26.56 |
| 139 | Terrazzo Finisher | 18.00 | 5.35 | 23.35 |
| 140 | Terrazzo Mechanic | 31.16 | 16.27 | 47.43 |
| 141 | Tile Finisher | 23.96 | 13.36 | 37.32 |
| 142 | Tile Setter | 21.00 | 0.00 | 21.00 |
| 143 | Tuckpointer, Caulker or Cleaner | 23.96 | 12.88 | 36.84 |
| 146 | Well Driller or Pump Installer | 15.10 | 12.38 | 27.48 |
| 147 | Siding Installer | 18.80 | 1.42 | 20.22 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|----------------------------|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 19.86 | 2.54 | 22.40 |
| 203 | Three or More Axle | 19.50 | 14.27 | 33.77 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 207 | Truck Mechanic | 19.00 | 1.75 | 20.75 |

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 | 16.09 | 7.18 | 23.27 |
| 302 | Asbestos Abatement Worker | 17.00 | 2.21 | 19.21 |
| 303 | Landscaper | 25.00 | 0.54 | 25.54 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 16.51 | 0.00 | 16.51 |

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---------------------------------|-------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 557 | Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper 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. | 29.45 | 15.37 | 44.82 |
| 558 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belfing, 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. | 26.45 | 14.35 | 40.80 |

SECTION J: SPECIAL PROVISIONS AND FEDERAL TRANSIT ADMINISTRATIONS TERMS AND CONDITIONS

CONTRACT NO. 6893

SPECIAL PROVISIONS

1. MODIFICATION OF CONTRACT

Any proposed change in the contract shall be submitted to the City for its prior approval and the City, if such approval is granted, will make the change by written modification signed by the duly authorized agent or agents who executed this contract.

2. TERMS OF PAYMENT

Payment in full shall be made within thirty (30) working days after City acceptance. The City will accept or reject, in writing, within fifteen (15) working days after delivery, of all the work performed by the Contractor.

The City of Madison (Metro Transit) authorizes progress payments only for work completed. When progress payments are made, five percent (5%) of the invoice shall be retained by the City until final payment is made.

Payment to the Contractor shall be made once a month in amounts equal to the total charges and expenses of providing the services, less any retainage. Each invoice shall reflect the total amount of charges, the amount of the retainage, and the net due on that invoice. Itemized invoice(s) based on actual costs, including the number of hours per activity and the rate per hour per activity, with accompanying written progress reports and payrolls, received by the 10th of the month shall be paid by the 10th of the following month.

Fully supported Invoices for payment should be sent to Karen L. Meudt, Transit Grants Accountant, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052. Upon satisfactory performance and completion of the project, the City shall release any funds withheld. Payment in full shall be made within thirty (30) working days after City acceptance. The City will accept or reject, in writing, within fifteen (15) working days after delivery all work performed by the Contractor.

3. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The tendering of any progress payment or payments by the City, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the obligation of the Contractor to replace unsatisfactory work, material or equipment, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which do not conform to the terms of these contract requirements and specifications, or are not equal the samples submitted to and approved by the City will be rejected and shall be replaced and all deficiencies corrected by the Contractor without delay.

4. PROGRESS REPORTS

Monthly progress reports shall be submitted by the 10th of each month. These Progress reports shall identify the time period of the progress report, project name, contract number, percentage of work completed to date, number of employees on site during report period, number of subcontractor's employees on site during report period, work accomplished during report period, scope of work deviations and date of deviation's written authorization, problems encountered, and activities planned for the next month, and are to be sent to submitted along with the payroll documentation. The time period for each progress report shall be one (1) calendar month. The work described in the reports must be traceable to the invoices and price proposal. The progress reports are to be submitted to Karen Meudt, Transit Grants Accountant, 1245 East Washington Avenue, Suite 201, Madison, WI 53704-3052, fax number 608/267-8778 or kmeudt@cityofmadison.com.

5. TERMINATION

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten

(10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.

- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

6. RESERVATION OF THE RIGHT TO INSPECT WORK

- A.. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at anytime during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials, workmanship or professional services strictly in accordance with the instructions, contract requirements and specifications.
- B. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at it own expense at the order of the City of Madison notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

FEDERAL TRANSIT ADMINISTRATIONS TERMS AND CONDITIONS

USDOT/FTA Terms and Conditions - Requirements for Contractor and Subcontractors of every tier.

The Bidder and selected Contractor agrees to comply with the subsections of this Section and to include all clauses of these requirements in all subcontracts of every tier, modified only as necessary to identify affected parties.

Federal Financial Assistance and Federal Changes: Up to 80% of the total cost of the deliverables described in the Contract will be financed with Federal monies from the Federal Transit Act of 1964, as amended.

Federal requirements applicable to the work performed under this contract may change. It is understood and agreed that the changed requirements will apply to this contract as required, unless the Federal Government determines otherwise.

1. **No Government Obligation to Third Parties:** The Contractor agrees that it will comply the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not party to the Contract) pertaining to any matter resulting from the underlying Contract.

2. **Incorporation of FTA Terms.** The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests, which would cause the City of Madison to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (18) dated October 2011, between the City and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

These grant agreements and FTA Circular 4220.1F, "Third Party Contracting," are available for examination at the Office of the Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052, 608/267-8766 (voice), 608/267-8778 (fax) or wblock@cityofmadison.com.

3. **Procurement Protest Procedure:** In accordance with USDOT/FTA Circular 4220.1F, the City of Madison has a written procurement protest procedure, which is available upon request from the Office of the Transit Finance Manager. Protests against the City's responses to requests for approved equals and/or exceptions, unclear or restrictive specifications, the procurement process, alleged improprieties, etc. must be submitted in writing, in accordance with said procedure.

4. **Compliance with Local, State and Federal Laws:** The services and/or equipment provided shall be in compliance with all requirements of the laws and regulations of the City of Madison, the State of Wisconsin and the United States of America.

5. **Ethics:**

a. **Prohibited Interest:** The Contractor guarantees that no employee, officer, or agent of the City during his or her tenure or one (1) year thereafter has any interest, direct or indirect, in this contract or the proceeds thereof. Such a conflict would also arise when any employee, officer or agent's family member or partner or organization that employs, or is about to employ any of the above, has a financial or other interest in the Contractor selected for award.

b. **Interest of Members of or Delegates to Congress:** The Contractor guarantees that he or she has not offered or given to any member of, or delegate to the Congress of the United States, any share or part of this contract or to any benefit arising therefrom.

c. **Covenant Against Gratuities:** The Contractor guarantees that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, officer or agent of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the proposal or proposed contract.

d. **Collusive Agreements:** The Contractor guarantees that the Contract submitted is not a product of collusion with any other Contractor and no effort has been made to fix any overhead, profit or cost element of any Contract price.

e. **Program Fraud and False or Fraudulent Statements and Related Acts.:**

1. **Civil Fraud.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. Criminal Fraud. The Contractor also understands and acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

6. Civil Rights - The Contractor shall comply with and ensures the compliance of all subcontractors with the following requirements:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability or discriminate against or exclude someone from participation in a business opportunity or any federally assisted program or activity on such grounds. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA and any other federal agency may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue and with implementing regulations of the U.S. Equal Opportunity Commission (U.S. EEOC), 29 CFR, Part 1625.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA or other federal agency may issue.

4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this

Contract and the Regulations relative to non-discrimination on the grounds of race, color, creed, age, disability, sex or national origin.

5. Information and Reports: The Contractor shall provide all information and reports required by the Federal Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the USDOT/FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or to the USDOT/FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

6. Incorporation of Provisions: The Contractor shall include the provisions of this entire section entitled "Civil Rights" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the USDOT/FTA may direct as a means of enforcing non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the United States.

7. Penalties: Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the withholding of payments to the Contractor under the contract until the Contractor complies; cancellation, termination or suspension of this Contract; ineligibility for future Contracts; or such other remedy as the City or USDOT/FTA deems appropriate in order to assure compliance with applicable civil rights standards as required by law.

7. Disadvantaged Business Enterprise:

The requirements of § 1101(b) of SAFETEA – LU < 23 U.S.C. § 101, note, 49 C.F.R. Part 26 and the City's USDOT/FTA approved Disadvantaged Business Enterprise (D.B.E.) Program are incorporated in this Contract by reference.

a. Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR § 18.36(e) Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms apply to this Contract.

b. Obligation. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of any subcontracts entered into in its performance of this contract.

c. Penalty: Failure by the Contractor or its subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

8. Audit and Inspection of Records:

a. The Contractor shall maintain intact and readily accessible all data, documents, reports, records, Contracts, and supporting materials relating to this proposed contract during the course of this contract and for three (3) years after City makes final payments and all other pending matters are closed. The Contractor shall permit the authorized representations of the City and/or WisDOT or its designee, as required by USDOT/FTA, and the Comptroller General of the United States to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to this Contract.

b. The Contractor further agrees to include in all his or her subcontracts hereunder a provision to the effect that the subcontractor agrees to the requirements of the above paragraph. The term "subcontractor" as used in this

clause exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

c. The periods of access and examination described above, for records which relate to (1) appeals under the disputes clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, and (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his/her duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

9. Labor: The Contractor agrees to comply with and assures compliance with applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332; and implementing USDOL regulations, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

10. Government-wide Debarment & Suspension Non-procurement: The Contractor agrees to comply with and shall assure subcontractor's compliance with the requirements of Executive Order 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget FTA Master Agreement, which prohibits FTA Contractors and Subcontractors from knowingly contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. The Contractor agrees to, and assures that its sub contractors will, review the "Excluded Parties Listing System" at <http://epls.arnet.gov/> before entering into any third party contract or subagreement. The Contractor shall submit the certification.

The Contractor is required to pass this requirement on to subcontractors seeking subcontracts over \$25,000 and, accordingly, shall require subcontractors at every tier to include the certification in any proposal submitted in connection with such lower tier contract transactions.

Furthermore, the Contractor agrees, to provide and to require subcontractors at every tier to agree to provide, the Procuring Agency with immediate written notice if it learns that its submitted certification, which was not erroneous when submitted, has become erroneous by reasons of changed circumstances. Written notice shall be sent to Wayne Block, Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052.

11. Environmental Requirements:

a. **Environmental Protection:** The Contractor agrees to comply with and shall assure subcontractors compliance with any applicable standards, orders, and/or requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; the applicable provisions of 23 U.S. §§ 139 and 326; and subsequent Federal environmental protection regulations that may be promulgated.

b. **Air Quality:** The Contractor agrees to comply and shall assure subcontractors' compliance with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. In addition:

1. The Contractor agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal

Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. All equipment provided under this contract shall be designed and equipped to limit air pollution in accordance with EPA regulations.

2. The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the work: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

3. The Contractor agrees to comply with the notice of violating facility provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

4. The Contractor shall include these requirements in each subcontract exceeding \$100,000; issued in relation to this contract.

5. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

c. Clean Water: The Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

I. The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

II. The Contractor agrees to comply with the notice of violating facility provisions of Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

III. The Contractor agrees to report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

IV. The Contractor shall include these requirements in each subcontract exceeding \$100,000., issued pursuant to this contract.

d. Energy Conservation: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Wisconsin Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.) and 49 CFR Part 18; and U. S. Department of Transportation regulations relating to energy conservation.

e. Recycled Products: The Contractor agrees that it will comply with 42 USC.6962 et seq., and 40 CFR Part 247, and Executive Order 12873; and U.S. Department of Transportation regulations relating to recycled products. This requirement applies to all Contracts designated by the EPA, when the City or Contractor procures \$10,000 or more of such items in the fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000, using federal funds.

Violations shall be reported to USDOT/FTA and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

12. Assignment of Contract by City: At any time during the continuance of the agreement, the City shall have the right to sell, assign and transfer the contract or all or part of the specified deliverables under the contract

both the base and/or the option quantities with all its right, title, and interest therein, to any person, firm, or corporation that succeeds it as a common carrier and the assignee thereof shall acquire all the rights and licenses granted to the City and shall be subject to any obligations that the City may have under the contract and any rights and restrictions the City may have under the license(s).

13. Sensitive Security Information. Contractor must protect, and take measures to ensure that its subcontractors at each tier protect “sensitive security information” made available during the administration of this contract or any subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implanting DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

14. Seat Belt Use. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 24 U.S.C. Section 402 note, FTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the projects.

15. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this Special Provision:

- (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. The Recipient is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
- (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles;
- (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- (d) Any vehicle, on or off duty, and using an employer supplied electronic device.

(3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

USDOT/FTA TERMS AND CONDITIONS-REQUIREMENTS FOR CONTRACTORS AND CERTAIN SUBCONTRACTORS

Contractor will include "Contract Work Hours and Safety Standards Act" in all subcontracts exceeding \$2,500 in value not including subcontracts for the purchase of supplies or materials or articles ordinarily available on the open market.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor agrees to comply with and shall assure compliance of all subcontractors with applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, and implementing USDOL regulations, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

e. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

17. Davis-Bacon Act and Related Act Requirements

17.1 Minimum Wages: During the performance of all construction contracts in excess of \$2,000, the Contractor agrees to comply with all applicable provisions of the Davis-Bacon Act (29 C.F.R. Part 5) as quoted here in Section 19.01.

"(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. Part 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5 (a)(4), laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. Part 5.5 (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

"(b)(1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(a) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(d) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.

"(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so notify the contracting officer within the 30-day period that additional time is necessary.

"(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

"(4) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. Part 5.5 (a)(i)(1)(B) or 29 C.F.R. Part 5.5 (a)(i)(1)(C), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third party, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program."

(e)(1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(e)(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(e)(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(e)(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

17.2 Withholding: The City of Madison shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Madison may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

17.3 Payrolls and Basic Records: (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. Part 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section (1)(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under the approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Madison for the transmission to USDOT/FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. Part 5 and that such information is correct and complete;

(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in regulations, 29 C.F.R. Part 3;

(c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. Part 5.5(a)(3)(ii)(B).

(4) The falsification of any above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. Part 1001 and 31 U.S.C. Part 231.

(c) The Contractor or subcontractor shall make the records required under 29 C.F.R. Part 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the City, USDOT/FTA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, USDOT/FTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payments, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. Part 5.12.

17.4 Apprentices and Trainees: (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 C.F.R. Part 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater

than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. The trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

17.5 Compliance with Copeland Act Requirements: The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein by reference.

17.6 Contract Termination: Debarment: A breach of the contract clauses in 29 C.F.R. Part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. Part 5.12.

17.7 Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are incorporated herein by reference.

17.8 Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the City of Madison, the U.S. Department of Labor, or the employees or their representatives.

17.9 Certification of Eligibility: (a) By entering into this contract or a third-party contract financed under this contract, the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Part 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Part 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Part 1001.

17.10 Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

18. Copeland Anti-Kickback Act

3.1 of the Copeland Act makes it clear that the purpose of the Act is to assist in "the enforcement of the minimum wage provisions of the Davis- Bacon Act." In keeping with this intent DOL has included a section on the Copeland

Act in the mandatory language of the Davis-Bacon provisions. The language can be found at § 5.5(a)(5) of the Davis-Bacon model clauses.

19. **Termination**

Termination for Default – The City may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies and/or work including, but not limited to buses and articles, parts and any other components provided for under this contract, or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

In the event the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, buses including all articles supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar buses including all articles, supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the buses including all articles, supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or performance schedule.

Payment for completed work and buses including all articles delivered to and accepted by the City shall be at the Contract price. The City may withhold from amounts otherwise due the Contractor for such completed work and buses including all articles such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Termination for Convenience - The performance of work under this Contract may be terminated at any time upon seven (7)-calendar days written notice to the Contractor, by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the City, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay and or all

claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the City may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the City may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

The Contractor shall promptly submit its claim for payment to the City to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in 48 C.F.R. Part 31.2 except that wherever the word "Government" appears it shall be deleted and the word "the City" shall be substituted in lieu thereof.

20. Procurement Protest Procedure

In response to Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," it is Metro Transit's policy to consider all protests or objections regarding the award of a contract, whether submitted before or after award. It is also Metro Transit's policy to notify FTA when it receives a third party contract protest and to keep FTA informed about the status of the protest, according to the Common Grant Rule for governmental recipients.

Furthermore, this procedure shall be included or referenced in all solicitation documents. If referenced, the procedure shall be provided immediately upon request, barring copying restrictions.

PROTESTS

Any protests by an interested party i.e., Offeror or adversely affected sub-contractor; regarding this procurement shall be made in accordance with the procedures listed below. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1.F. Allegations of violations of certain federal requirements may provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 26 (Section 26.101).

Failure to comply with the procedures, listed below, will render a protest untimely and/or inadequate and shall result in its rejection.

Pre-award Protests Protest Procedure

In all cases, the services, equipment, parts, or materials furnished under a contract shall fully comply with the plans, specifications, and scope of services attached to the request for proposals.

All pre-proposal or pre-award protests by interested parties, based upon restrictive or unclear scopes of work, the procurement process, alleged improprieties, or similar situations shall be received by Metro Transit, in writing, at the address listed in the solicitation document. If the protest is made orally, timely written confirmation of the protest shall be required. Any protest must be fully supported with technical data or other pertinent information as evidence. Metro Transit will not consider a protest, if it is insufficiently supported or if Metro Transit does not receive it within the specified time limits.

With respect to any protest considered by Metro Transit, the Project Administrator will respond in detail to each substantive issue raised. This written response will be postmarked or transmitted at least five (5) business days prior to the bid/proposal due date.

Pre-award Protests Appeals Procedure

An Offeror or an adversely affected subcontractor is eligible to file an appeal from the decision of Metro Transit's Project Administrator. All appeals shall be filed, in writing, not more than five (5) business days from the date of determination, by 4:30 PM local time, with the Transit Service Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778. At minimum, the appeal shall include the name and address of the appellant; the telephone and FAX numbers of the appellant; the action, which is the subject of the appeal; the reason for the protest; and a statement of the remedy sought.

With respect to any protest considered by Metro Transit, the Transit Service Manager will respond in detail to each substantive issue raised. Metro Transit's final decision will be postmarked not less than five (5) business days prior to the bid/proposal due date.

Award Protest Procedure

An Offeror or an adversely affected subcontractor may protest the selected, responsible Offeror designation of any individual or organization by Metro Transit. All protests shall be filed, in writing, within five (5) business days of the bid award, by 4:30 PM local time, with the Transit General Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778.

At a minimum, the protest shall include the name and address of the protesting party; the telephone and FAX numbers of the protesting party; the action, which is the subject of the protest; the reason for the protest; and a statement of the remedy sought. The letter should include all information available to the protestor relevant to a determination of whether the protested party is in fact the selected, responsible Offeror. The protest should be specific. Metro Transit will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

The Transit General Manager shall determine, on the basis of information provided by the protestor, whether there is reason to believe that the protested party should not have been awarded the contract.

If the Transit General Manager determines that there is no reason to believe that the protested party should not have been awarded the contract, Metro Transit shall so inform the protestor in writing. In this letter, Metro Transit shall respond, at least generally, to each material issue raised in the protest.

If the Transit General Manager determines that there is reason to believe that the protested party should not have been awarded the contract, Metro Transit shall begin a proceeding to re-evaluate the bid/proposal award.

Metro Transit shall notify all involved or affected Offerors, in writing, that the contract award has been protested. The notice may identify the protesting party and summarize the grounds for protest. The notice shall also require the protested party to provide Metro Transit, within a reasonable period of time, any information necessary to permit Metro Transit to evaluate the protested party's designation as the selected, responsible Offeror.

The Transit General Manager shall evaluate the information available and make a determination. Metro Transit shall notify the parties of this determination in writing, within ten (10) business days of the conclusion of the determination, setting forth the reason for the determination.

In the event the Transit General Manager determines that the protested party should not have been awarded the contract, Metro Transit, at its discretion, may re-evaluate the evaluation process with the remaining Offerors or re-announce the RFP.

Award Protest Appeals Procedure

Any aggrieved person who was a party to the above award protest, or any person who possesses a direct financial interest in the determination, is eligible to file an appeal.

All appeals should be filed, in writing, within five (5) business days of the date of determination, during normal working hours, with the City Comptroller, City of Madison, 210 Martin Luther King Jr. Blvd., Room 406, Madison, WI. 53710 or FAX 608/267/8705.

At minimum, the appeal shall include the name and address of the appellant; the telephone and FAX numbers of the appellant; the action which is the subject of the appeal; the specific reason for the appeal; a statement of the remedy sought; and a copy of Metro Transit's determination. The City Comptroller will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

Upon receipt of an appeal, the City Comptroller shall fix a place, date, time, and designated officer to investigate the appeal, which shall be within five (5) business days of the date of receipt of the appeal.

The designated officer shall serve notice in writing, by telephone, or by other satisfactory means, to inform the parties of any information needed from them in order to respond to the appeal.

Within ten (10) business days of the conclusion of the review, the City Comptroller shall prepare a factual summary of the review and a final determination. In the report, all material issues raised in the protest shall be addressed in detail. This report shall be delivered to Metro Transit, with copies to the parties. This determination shall be final.

FTA Oversight

FTA will only review protests that allege failure of the City of Madison (Metro Transit) to have written protest procedures or failure to follow such procedures, or its failure to review a complaint or protest; or violation of Federal Law or regulations. A protest to the USDOT/FTA must be filed in accordance with FTA Circular 4220.1F., currently in effect or amended time to time. Alleged violations on other grounds, to the extent that they are justiciable, are under the jurisdictions of the appropriate federal, state or local administrative or judicial authorities. A concurrent copy of the protest must be sent to Metro Transit.

The USDOT/FTA's remedy for CITY's failure to have written protest procedures or failure to follow such procedure is limited to requiring the City of Madison (Metro Transit) to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue if Metro Transit desires USDOT/FTA financial participation in the contract in question.

Appellants shall file a protest with the USDOT/FTA not later than five (5) business days after the appellant knows or has reason to know of the violation.

In general, the protest filed must include the name and address of the appellant; identify Metro Transit, the project (grant) number, and the number of the contract solicitation; contain a statement of the grounds for the protest and any supporting documentation; and a copy of the local protest filed with the City of Madison and a copy of City's decision, if any.

Post-Award Procedure

The City of Madison shall not award a contract for five (5) business days following its decision on a procurement protest or if a protest has been filed with the FTA, during the pendency of that protest, unless Metro Transit has determined that:

1. The items or services to be contracted for are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or

3. Failure to make prompt award will otherwise cause undue harm to Metro Transit or the Federal Government.

In the event that CITY of Madison (Metro Transit) determines that the award is to be made during the five (5) business day period following the local protest decision or the pendency of a protest, the project file shall be documented by the Metro Transit, explaining the basis for the award. In addition, Metro Transit shall notify the FTA prior to making such an award. Written notice of the decision to proceed with the award shall also be sent to the protester and all other interested or aggrieved parties, including the selected Offeror.

FTA & LOCAL CERTIFICATIONS

The following Certifications and forms must be submitted in a separate sealed envelope marked "Envelope No. 2-- Certifications."

I. AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

I hereby declare and affirm under the penalty for perjury:

A. That I am the Proposer (if the Proposer is an individual), a partner in the Proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation (if the Proposer is a corporation or limited liability company);

B. That the attached Proposal(s) have been arrived at by the Proposer independently and have been submitted without collusion or sham [fraud] and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent proposing or competition;

C. That the contents of the Proposal(s) have not been communicated, directly or indirectly, by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the Proposal(s), and will not be communicated to any such person prior to the official opening of the proposal(s); and

D. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

2. OVERALL FEDERAL REGULATION COMPLIANCE

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1F, as amended, and outlined in "USDOT/FTA Terms and Conditions", are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract with the successful Proposer. The successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests which would cause the City of Madison to be in violation of USDOT/FTA or Wisconsin Department of Transportation grant terms and conditions. The successful Proposer shall ensure that any proposed subcontractors have been determined to meet the same standards of responsibility applicable to the prime contractor.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

3. COMPLIANCE WITH SPECIFICATIONS/SCOPE OF WORK

The Proposer hereby certifies that it will comply with the specifications/scope of work issued by the City of Madison, WI. **The Proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (check one ONLY):**

A. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas. (This means that there are no exceptions to the City's specifications/scope of work, no matter how minor. If you have any doubts, check paragraph C or call the Procuring Agency, for assistance.)

B. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas except those where requests for clarification were approved by the City prior to Proposal submission.

C. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas except those noted in its response as not being granted by the City in the requests for clarification process. The Proposer understands that those exceptions to the specifications/scope of work may be considered not responsive and may be rejected by the City.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

4. DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)(Only Proposals Exceeding \$25,000)

Instructions for Certification:

1. By signing and submitting this Offer or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by in writing by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant agrees to review the "Excluded Parties Listing System" at <http://epls.arnet.gov>, before entering into any third party contract or subagreement.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its "principals" as defined in 2. C.F.R. § 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal, and indicate that it has done so, by placing an X in the following space: _____

Furthermore, the prospective lower tier participant certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed Offer, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

THE SUBCONTRACTOR OR LOWER-TIER PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

SIGNATURE _____
NAME _____
TITLE _____
FIRM NAME _____
DATE _____

**5. DEBARMENT AND SUSPENSION CERTIFICATION - PRIMARY
(Only Proposals Exceeding \$25,000)**

Instructions for Certification:

1. By signing and submitting this Offer or proposal, the prospective primary participant is providing the signed certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by in writing by the department or agency entering into this transactions.

7. The prospective primary participant further agrees by submitting this proposal that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant agrees to review the "Excluded Parties Listing System" at <http://epls.arnet.gov>, before entering into any third party contract or subagreement.

9. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

5. DEBARMENT AND SUSPENSION CERTIFICATION - PRIMARY- (continued)

The prospective primary participant certifies, by submission of this Proposal, to the best of its knowledge and belief, that neither it nor its "principals," as defined in 2. C.F.R. Part 180.995:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

If the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal, and indicate that it has done so, by placing an "X" in the following space: _____.

Furthermore, the Offeror certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneously by reason of changed circumstances.

THE PROPOSER OR OFFEROR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

6. DBE APPROVAL CERTIFICATION

The Proposer hereby certifies that it will not discriminate on the basis of race, color, national origin, religion, sex, age or disability in awarding a subcontract, and that it will take reasonable and necessary steps to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs, including 49 CFR 26.13, will have the opportunity to participate in the performance of this Proposal. Furthermore, the Proposer certifies that its goals have not been disapproved by the Federal Transit Administration.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

7. COMPLIANCE WITH LOCAL AFFIRMATIVE ACTION ORDINANCE

The Bidder/Offeror hereby certifies that it will comply with all provisions of the Affirmative Action Ordinance of the Procuring Agency including contract compliance requirements. **The Bidder/Offeror warrants and certifies that, of the following three paragraphs, paragraph A or B or C, is true (check one ONLY), Check Paragraph D if applicable:**

- A. ___ It has prepared and has on file with the City of Madison's Department of Civil Rights an Affirmative Action Plan that meets the formal requirements of Federal Revised Order No. 4, 41 C.F.R. Part 60.2, as established by 43 FR 51400, November 3, 1978, including appendices required by the City of Madison ordinances or it has prepared and has on file a model Affirmative Action Plan approved by the Madison Common Council. (Please note that Affirmative Action plans must be updated annually with the Department of Civil Rights.)

- B. ___ Within thirty (30) days after the effective date of this contract, it will complete an Affirmative Action Plan that meets the format requirements of Federal Revised Order No. 4, 41 C.F.R. Part 60.2, as established by 43 FR 51400, November 3, 1978, including appendices required by the City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model Affirmative Action Plan approved by the Madison Common Council.

- C. ___ The Bidder/Offeror is exempt from filing an Affirmative Action Plan as he or she has fewer than fifteen (15) employees. Within thirty (30) days after contract award, the offeror will file with the Department of Civil Rights an Employer Information Report form to document his or her exempt status.

- D. ___ The Bidder/Offeror understands that if Offeror is found by Procuring Agencies Department of Civil Rights to be non-exempt, Paragraph B applies.

SIGNATURE _____
NAME _____
TITLE _____
FIRM NAME _____
DATE _____

9. DBE VENDOR SURVEY

The United States Department of Transportation (USDOT) has issued new rules to restructure the Disadvantaged Business Enterprise Program so it complies with Court orders. These new rules at 49 C.F.R. Part 26.11 require transit properties to obtain the following information from all current, past and potential Proposers. Here "potential Proposer" is defined as one seeking or has sought to do business with us.

A. PROPOSING COMPANY NAME _____

Address _____

City _____ State _____ Zip + 4 _____

B. How long has your firm been in business? _____

C. What is the annual gross receipts of your firm? _____

D. Are you a D.B.E.? Yes _____ No _____

E. If yes, is your personal net worth greater than \$750,000? Yes _____ No _____

F. If you want USDOT and the City of Madison to treat this information as proprietary you must place an "X" in the following space: _____. If done, then USDOT and the City will view this information as proprietary. It will therefore be protected under the Federal Freedom of Information Act, which pre-empts state and local laws, if any, which may allow this information to be otherwise released.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

10. VENDOR DATA SHEET

A. LIST THE PERSON THE CITY CAN CONTACT IF THERE ARE QUESTIONS ABOUT YOUR PROPOSAL.

Name _____
Address _____
City _____ State _____ Zip + 4 _____
Phone _____ FAX _____ E-mail _____

B. LIST THE PERSON RESPONSIBLE FOR REQUIRED AFFIRMATIVE ACTION INFORMATION.

Name _____
Address _____
City _____ State _____ Zip + 4 _____
Phone _____ FAX _____ E-mail _____

C. LIST THE PERSON RESPONSIBLE FOR INVOICES & PREVAILING WAGE DOCUMENTATION.

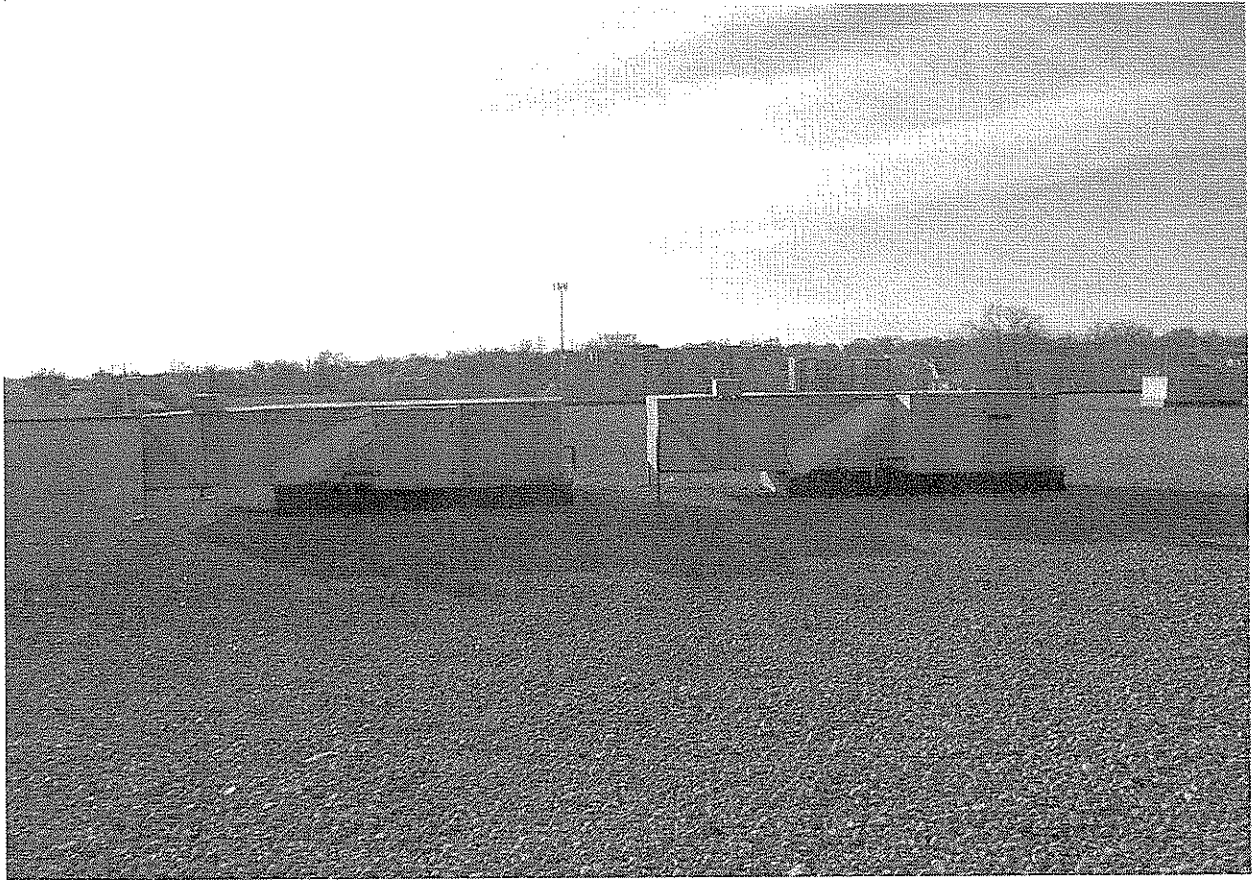
Name _____
Address _____
City _____ State _____ Zip + 4 _____
Phone _____ FAX _____ E-mail _____

D. LIST THE PERSON RESPONSIBLE FOR THE MONTHLY PROGRESS REPORTS, if required.

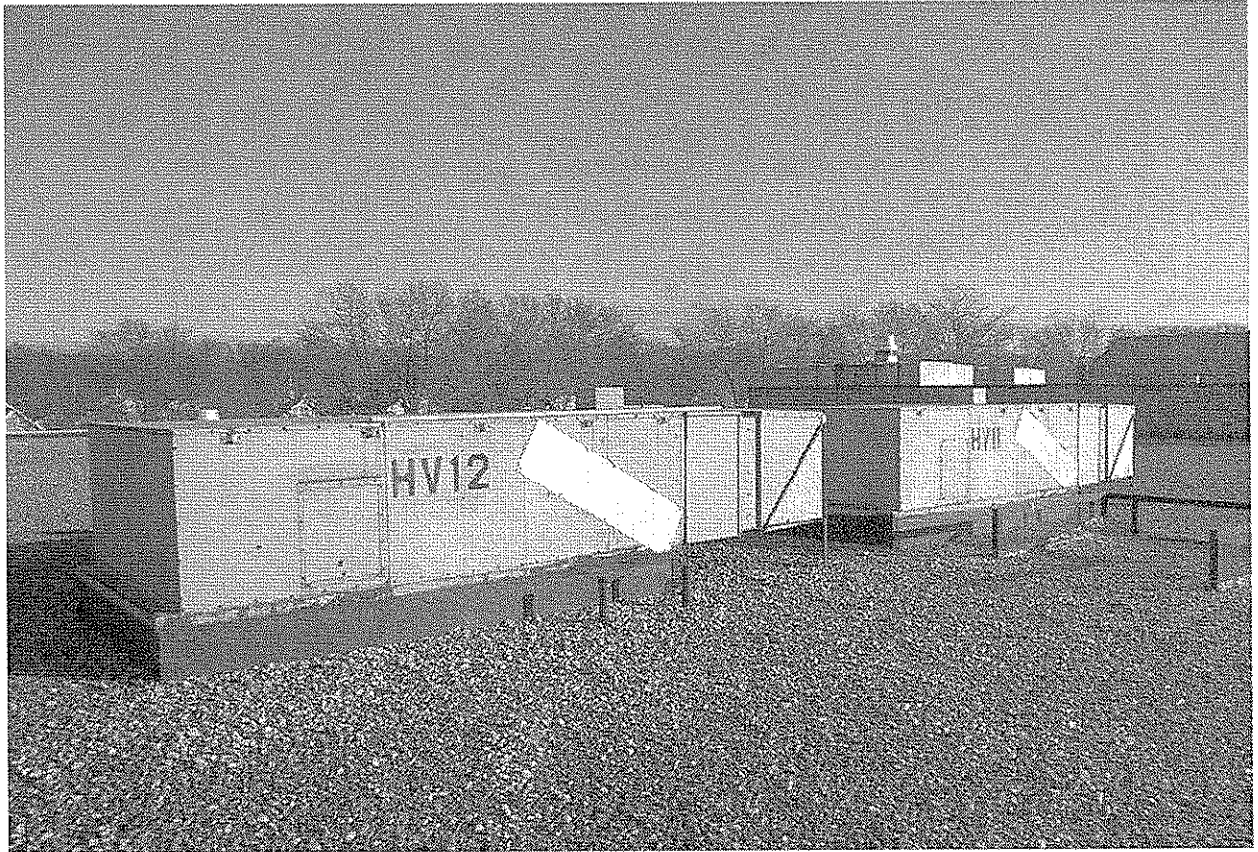
Name _____
Address _____
City _____ State _____ Zip + 4 _____
Phone _____ FAX _____ E-mail _____

ATTACHMENT A

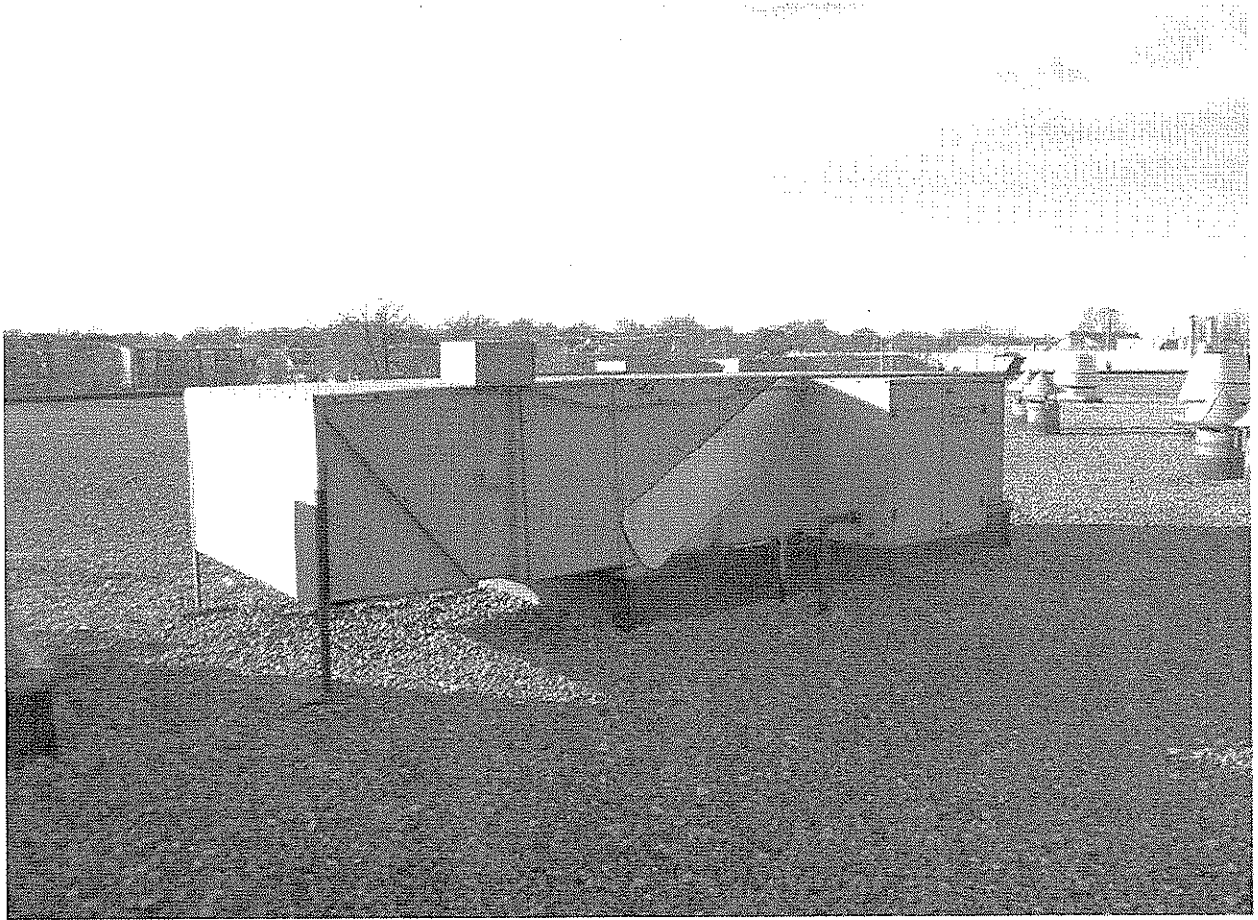
DETAILS IN THIS ATTACHMENT ARE PROVIDED FOR REFERENCE ONLY. ACTUAL SITE CONDITIONS MAY VARY AND A SITE VISIT IS MANDATORY.



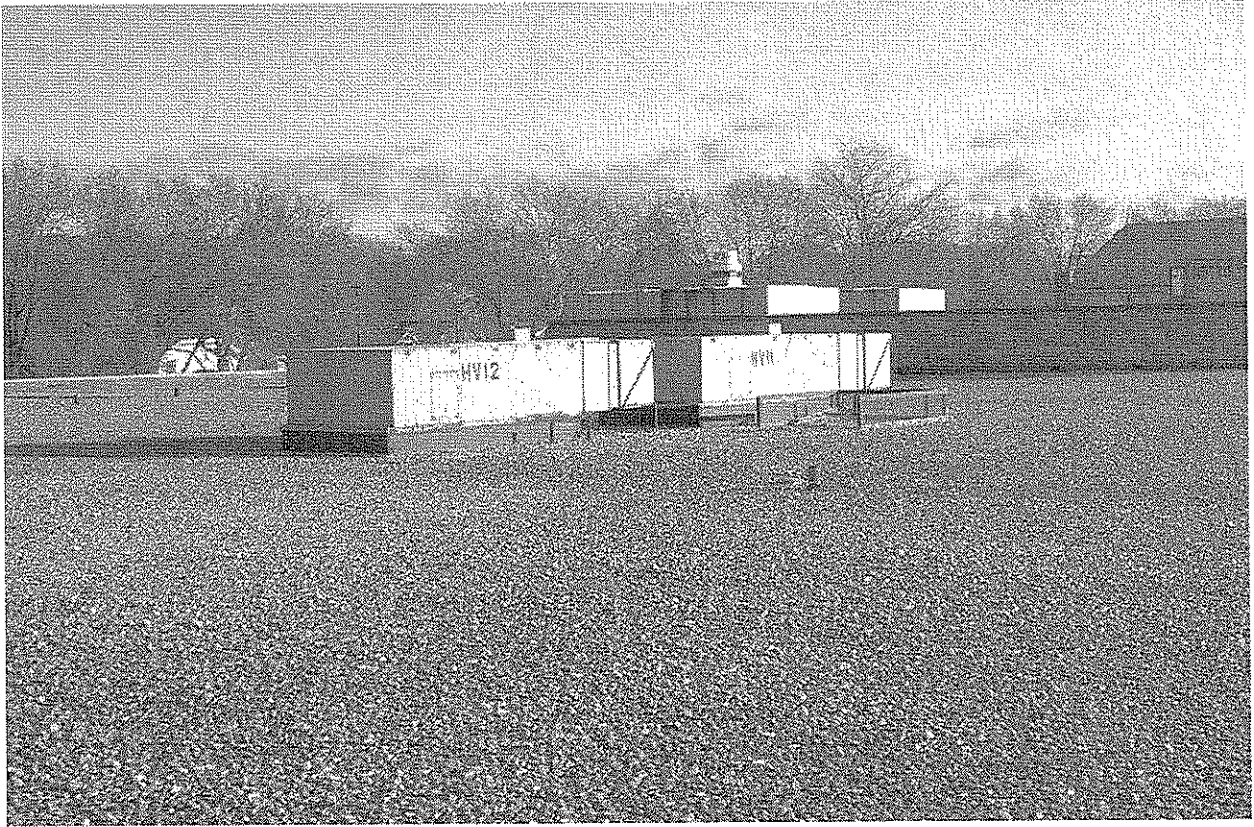
Metro Rooftop HVAC units to be replaced – View 1



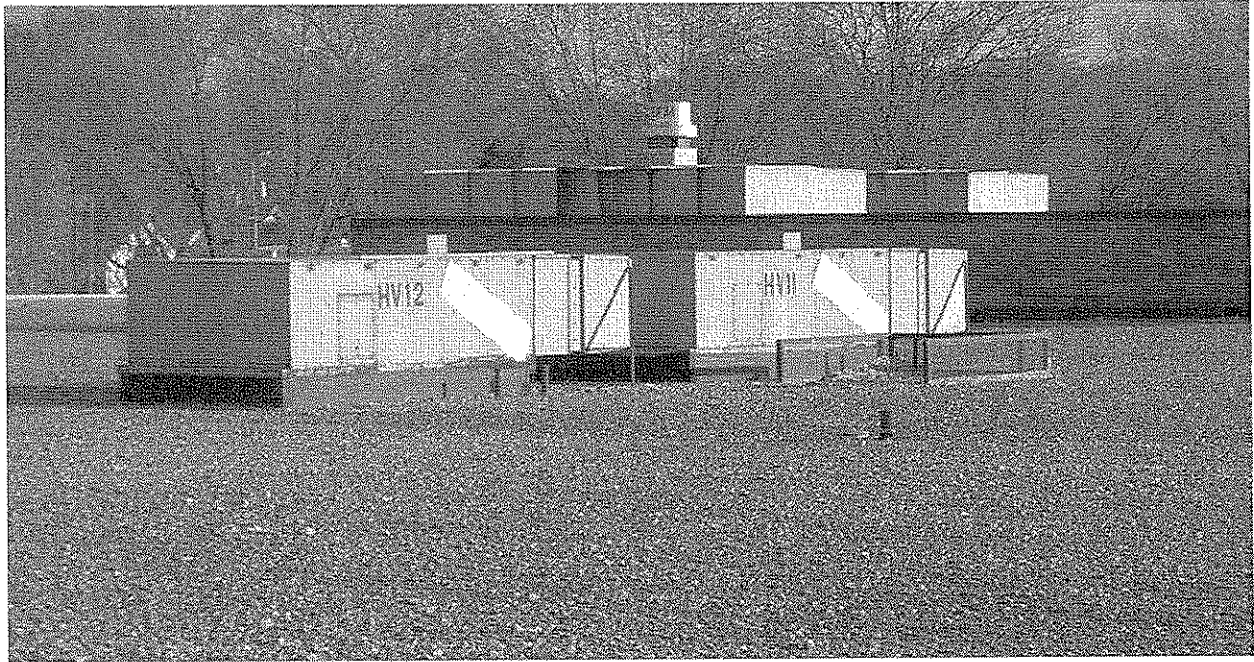
Metro Rooftop HVAC Units to be replaced – View 2



Metro Rooftop HVAC unit to be replaced – View 3



Metro Rooftop HVAC units to be replaced – View 4



Metro Rooftop HVAC units to be replaced – view 5