

BID OF \_\_\_\_\_

**2016**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT**

**CONTRACT NO. 7398**

**PROJECT NO. 53W1832**

**MUNIS NO. 10390**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT  
CONTRACT NO. 7398**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION .....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT ..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND .....I-1  
SECTION J: PREVAILING WAGE RATES..... J-1

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: ds

**SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS**

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

**A BEST VALUE CONTRACTING MUNICIPALITY**

PROJECT NAME:	POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT
CONTRACT NO.:	7398
BID BOND	5%
PRE-BID SITE VISIT (10:00 A.M.)	JULY 14, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JULY 29, 2016
BID SUBMISSION (1:00 P.M.)	AUGUST 5, 2016
BID OPEN (1:30 P.M.)	AUGUST 5, 2016
PUBLISHED IN WSJ	JULY 8, 15, 22 & 29, 2016

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

PRE-BID SITE VISIT: A pre-bid site visit will be conducted at starting at Mount Olive Lutheran Church located at 4018 Mineral Point Road at 10:00am, Wednesday, July 14, 2016. We will also visit the parsonage at 4016 Mineral Point Road following the site visit at the church.

This will be the only opportunity for bidding contractors to walk through the site. An alternate date may be selected in the event of inclement weather as determined solely at the discretion of the City Project Manager.

A representative from the HAZMAT abatement consulting service will be on hand to conduct a building walk through, discuss the plans, specifications and expectations of the contract. The City Project Manager will also be on hand to answer general contract questions.

**Questions and clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City's asbestos abatement consultant. All questions shall be sent via email, reference Police Department Midtown District Asbestos Abatement in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Wednesday July 27, 2016. No additional questions or requests for clarifications will be received after this deadline.

If needed the City of Madison and the City's asbestos abatement consultant shall publish one (1) all inclusive addendum no later than 1:00pm on Friday, July 29, 2016 to respond to any questions or clarifications.

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

**BIDS TO BE SUBMITTED** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

## STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501  Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

**Instructions to Bidders  
City of Madison  
SBE Program Information**

SBE NOT APPLICABLE



## SECTION D: SPECIAL PROVISIONS

### POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT CONTRACT NO. 7398

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

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

#### **SECTION 102.9 BIDDER'S UNDERSTANDING**

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

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

#### **SECTION 102.10 PREVAILING WAGE**

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

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

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

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

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

#### **SECTION 102.12 BEST VALUE CONTRACTING**

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

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

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

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

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

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

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

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

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

- C. Exemptions:** This section shall not apply when:

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

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

## **ARTICLE 103                    AWARD AND EXECUTION OF THE CONTRACT**

The Contractor shall execute signing of the contract completely prior to **September 9, 2016**. No exceptions or extensions to the above date will be permitted.

## **ARTICLE 104                    SCOPE OF WORK**

This contract is for the removal of hazardous materials prior to building demolition of the former Mount Olive Lutheran Church located at 4018 Mineral Point Road and the parsonage located at 4016 Mineral Point Road. Work shall include all items as identified in the asbestos inspection report provided as Exhibit B in these Special Provisions.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition the Contractor shall include all costs of permits, disposal, equipment rental, and any other costs whatsoever which may be required for the removal of all hazardous materials in accordance with the intent of this contract. The Contractor SHALL NOT include the cost of the required WDNR 4500-113, the city's abatement consultant shall obtain this permit in advance of the contract beginning and shall add all required contractor information as needed prior to starting work.

#### **SECTION 104.1            LANDS FOR WORK**

All lands for work shall be located at 4018 Mineral Point Road, formerly known as the Mount Olive Lutheran Church, and located at 4016 Mineral Point Road, formerly known as the parsonage, now both owned by the City of Madison Police Department for the future Midtown District Station. The 4018 Mineral Point Road structure consists of a ground floor with a full basement and was built in three different phases. The original building was built in 1947, the first expansion in 1962 and the final expansion in 1992. The 4016 Mineral Point Road structure consists of a ground floor and a full basement and is approximately sixty years old. The exterior project limits shall be any sufficient space as required for the safe and efficient removal of hazardous materials as identified within this contract document. In no case shall the contractor be allowed to cross over any of the property lines, encroach on public sidewalks or obstruct the driveway and parking area.

#### **SECTION 104.2            INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following:

- The City Standard Specification, 2014 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – 6 pages of floor plans
- Exhibit B – Asbestos, lead based paint, and other hazardous material inspection for 4018 Mineral Point Road report dated February 8, 2014 by A&A Environmental, Inc.
- Exhibit C – Asbestos and other potentially hazardous materials inspection for 4016 Mineral Point Road report dated September 17, 2015.
- Exhibit D – Wisconsin Department of Administration Specification 02 82 13 Asbestos Abatement (02 82 13.docx) as linked form the WI-DOA website <http://www.doa.state.wi.us/Default.aspx?Page=524f846f-f8e2-43f9-ae5e-e9f6839c45b3>

#### **SECTION 105.3            AUTHORITY AND DUTIES OF THE INSPECTOR**

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, removal, permitting, inspection, and disposal of hazardous materials as described in these documents.

The City of Madison has retained a HAZMAT abatement consulting service to provide project oversight for this contract as follows:

- Verification of complete removal of all suspect materials. The HAZMAT abatement consulting service has representative authority for the City of Madison to require additional removal as needed if additional bid item materials are located during the execution of this contract.
  - In the event new suspect materials are noted during the execution of this contract and those new items cannot be associated with existing bid items a contract change order shall be negotiated between the Contractor and the City of Madison.
- On site verification of final quantities removed by bid item. This shall include measurements of SQUARE FOOT (SF) and LINEAL FOOT (LF) quantities, and physical count of EACH quantities, prior to disposal.
- The Contractor shall provide copies of all disposal documents to the HAZMAT abatement consulting service for verification.
- The Contractor shall provide copies of all air quality test reports to the HAZMAT abatement consulting service for verification.

**SECTION 105.5            INSPECTION OF WORK**

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, removal, permitting, inspection, and disposal of hazardous materials as described in these documents.

The Contractor shall coordinate directly with the city’s abatement consultant for all contractual inspections associated with the execution of this contract. Inspections and approvals received from the city’s abatement consultant does not preclude the contractor from obtaining required regulatory inspections.

There are no City of Madison - Building Inspection Department inspections required for the execution of this contract.

**SECTION 105.6            CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Architect of the discrepancy prior to the “Questions, Clarifications & Requests for Alternates Deadline” as indicated in Section A of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the City Project manager in writing and request clarification on how to proceed.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is of the highest quality, largest, largest quantity or most closely fits the City’s intent.

**SECTION 105.12         COOPERATION BY CONTRACTOR**

The Contractor shall be responsible for coordinating the following events as needed:

- Pre-Installation Meetings
- Progress Meetings
- Performance Testing Dates
- Final Air Quality Test Reports
- Commissioning Milestones
- Other related construction milestones as needed

Whenever possible these events shall be planned and coordinated during the Bi-weekly Construction Progress meetings but in no case shall an event be scheduled with less than three (3) working days notice.

The contractor shall be responsible for coordinating these events with the following personnel:

- Abatement Consultant
- Architect and sub-consultants
- City Project Manager and other City Staff
- Commissioning Representatives
- Sub-contractors as needed, this shall include any follow-on sub-contractor who may not be in the work flow but has a vested interest in access and installation.

Any corrections, relocations, or retesting required because the contractor did not properly coordinate the event with the required attendees shall be at the expense of the contractor.

**SECTION 105.13         ORDER OF COMPLETION**

The Contractor shall execute this contract following according to the schedule agreed to at the pre-installation meeting and with a minimum of three (3) working day notice having been given to the city construction manager and the abatement consultant prior to the start of work.

## **SECTION 107.2            PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall follow these general guidelines while performing work associated with this contract:

- Internal Demolition shall be allowed as needed to access/verify/remove all suspect materials as identified in this contract. Internal demolition does not need to be repaired in any manner, demolition materials do not need to be removed from the site provided no suspect materials are attached to the building materials in any way.
- Internal Utilities shall not be cut or removed. Suspect materials shall be completely removed from all internal utility system materials and all internal utility systems shall remain intact and fully functioning during the performance of this contract. This shall include but not be limited to all plumbing, heating, cooling and electrical components.
- External Demolition shall be allowed as needed to access/verify/remove all suspect materials as identified in this contract. The Contractor shall be responsible for providing and installing materials of sufficient quality and strength to provide temporary security/weather tightness/animal resistance until such time as the building can be fully demolished. All temporary enclosures shall be made with solid, weather proof materials and methods approved by the city construction manager.

The Contractor shall be responsible for protecting all mature trees including limbs and branches during the removal of any external materials. This shall include the use of any equipment required to assist in proper removal of materials.

## **SECTION 107.4            CONTRACTOR'S LIABILITY INSURANCE**

Contractor's Liability Insurance: In addition the insurance requirements listed in this section Contractor must carry the following insurance: Contractor's Pollution Liability Insurance. Contractor shall procure and maintain Contractor's pollution liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Contractor's operations, whether directly or indirectly, or that are in any other way related to Contractor's operations, whether such operations be by Contractor, its subcontractors or anyone directly or indirectly employed by any of them. The pollution liability insurance policy shall contain minimum liability limits of \$2,000,000 per loss, \$4,000,000 aggregate. Liability limits shall be dedicated to the losses described herein and said limits shall not be eroded by the addition of any other party or entity not in conformance with this contract.

The pollution liability insurance policy shall contain or be endorsed to include coverage for the following: (i) bodily injury (including death), property damage and environmental cleanup costs, both on-Site and off-Site; (ii) transportation of any waste, including loading/unloading, from the Site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under the policy.

*The pollution liability insurance policy shall: (i) be primary and not contributory as to any coverage of the City; (ii) contain an appropriate cross-liability clause insuring the City against any loss or damage to the City or the City's property resulting from any acts or omissions of Contractor, its officers, employees, agents, servants or subcontractors; (iii) name the City as an additional insured (the addition of any other party and/or entity to the policy shall require the City's prior written consent); (iv) remain in effect for the life of this Agreement and at least two (2) years beyond; (v) not be cancelled, modified, or terminated until the City has received not less than 30 days prior written notice thereof.*

## **SECTION 107.4(i)        INSURANCE FOR THE CONSTRUCTION OF BUILDINGS**

The City will effect and maintain, Builder's Risk Insurance on a replacement cost basis in an amount equal to the estimated project cost. Coverage includes the building as well as materials stored on the site to be incorporated in the building, including form work in place, form lumber on site, temporary structures,

equipment and supplies incidental to the construction of the building. The City's Builders Risk coverage is written on a per building basis and contains a \$25,000 per occurrence deductible. If a loss under the City's Builders Risk policy is caused by the negligence of the Contractor or its Subcontractor(s), the Contractor will be responsible for paying the City's \$25,000 deductible. The City Engineer has the authority to withhold such deductible from payments due to Contractor. In addition, City Engineer, in his/her sole authority, will determine whether the Contractor was negligent in causing the loss and therefore is responsible for the City's deductible.

The insured loss, if any, is to be adjusted with and payable to the City.

#### **SECTION 108.2 PERMITS AND LICENSING**

The Contractor shall be required to provide copies of all State of Wisconsin licensing information with his/her bid packet. Licensing shall clearly show identification information, and expiration dates. All licenses shall be valid from bid opening through the completion of this contract.

There are no City of Madison permits or inspections required for the asbestos removal portion of this project. The Contractor shall be required for any permits that may be required for the removal/inspection of electrical equipment.

The city's abatement consultant will pull the required Wisconsin DNR permits prior to the Contractors start work date. The contractor's name and company information shall be added to the permit after the contract has been fully executed by the City of Madison.

#### **SECTION 109.7 TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the start work letter is received.

The Contractor shall start work on October 10, 2016 and complete work no later than October 28, 2016. This shall include all minor punch list items, final Commissioning Inspections and all final copies of contract deliverables being submitted to the appropriate agency.

#### **NON STANDARD BID ITEMS**

*NOTE: All non standard bid items are listed as they appear in the asbestos report and each indicates where they are referenced in the report. The proposal page shows the quantities of distinct like items as being combined totals. All bid items include the general area clean up of all suspect materials and demolition materials associated with the removal of the bid item. Bid items shall include any costs associated with the proper disposal of the bid item.*

#### **MT. OLIVE LUTHERAN CHURCH 4018 MINERAL POINT ROAD**

##### **BID ITEM 90001 – TSI Fittings**

**DESCRIPTION:** BID ITEM 90001 shall include the complete removal of all suspected TSI fittings from the site. Per the Asbestos Inspection Report:

- page 1, 1962 Building, item 1, estimated quantity is 530 each
- page 2, 1947 Building, item 5, estimated quantity is 387 each

The Contractor shall be responsible for all demolition required to completely access heating and plumbing lines suspected of having such fittings. The Contractor shall remove all fittings from the pipe as needed. Piping shall remain intact and fully functional. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

*NOTE: ALL TSI fittings contain Amosite Asbestos.*

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as EACH fitting completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price for each fitting removed.

**BID ITEM 90002 – 9 x 9 Floor tile and mastic**

**DESCRIPTION:** BID ITEM 90002 shall include the complete removal of all suspected floor tile and mastic as noted in the Asbestos Inspection Report on page 1, 1962 Building, item 2. The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

*NOTE: The quantity indicated on the proposal sheet is 4,860 SF less than the Asbestos Inspection Report indicates for the item identified. The 4,860 SF of floor tile has been included with the removal of Bid Item 90003.*

**BASIS OF PAYMENT:** BID ITEM 90002 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90003 – Carpet and mastic, floor tile and mastic**

**DESCRIPTION:** BID ITEM 90003 shall include the complete removal of all suspected carpet and mastic, floor tile and mastic (below the carpet), and any other building materials having mastic materials on them including but not limited to walls and trim. Per the Asbestos Inspection Report:

- page 1, 1962 Building, Chapel, item 1, estimated quantity is 4,860 SF
- page 1, 1962 Building, Chapel, item 3, estimated quantity is 4,860 SF

The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90003 shall be measured as SF (square feet) of roof tar flashing and paper completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90003 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90004 – Roof tar flashing and paper**

**DESCRIPTION:** BID ITEM 90004 shall include the complete removal of all suspected roof tar flashing and paper from the site. Per the Asbestos Inspection Report:

- page 1, 1962 Building, item 4, estimated quantity is 7,288 SF
- page 2, 1947 Building, item 9, estimated quantity is 2,484 SF

The Contractor shall be responsible for all demolition required to completely access the roof tar flashing and paper to facilitate full removal. The contractor shall be required to repair any wall or roof areas demolished for the completion of this bid item. Repairs shall be made with solid, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is demolished.

**METHOD OF MEASUREMENT:** BID ITEM 90004 shall be measured as SF (square feet) of roof tar flashing and paper completely removed from the suspected areas as identified. Unit Price shall include any associated demolition and patching per the description above.

**BASIS OF PAYMENT:** BID ITEM 90004 shall be paid at the contract unit price for total square footage removed.

**BID ITEM 90005 – Exterior transite window panels**

**DESCRIPTION:** BID ITEM 90005 shall include the complete removal of all suspected exterior transite window panels from the site as noted in the Asbestos Inspection Report on page 1, 1962 Building, item 5. The Contractor shall be responsible for all demolition required to completely access the exterior transite window panels to facilitate full removal. The contractor shall be required to repair any wall areas demolished for the completion of this bid item. Repairs shall be made with solid, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is demolished.

**METHOD OF MEASUREMENT:** BID ITEM 90005 shall be measured as SF (square feet) of exterior transite window panels completely removed from the suspected areas as identified. Unit Price shall include any associated demolition and patching per the description above.

**BASIS OF PAYMENT:** BID ITEM 90005 shall be paid at the contract unit price for total square footage removed.

**BID ITEM 90005.1 – Exterior transite window panels**

**DESCRIPTION:** BID ITEM 90005.1 shall include the complete removal of all suspected exterior transite window panels, above the windows, from the site. The Contractor shall be responsible for all demolition required to completely access the exterior transite window panels to facilitate full removal. The contractor shall be required to repair any wall areas demolished for the completion of this bid item. Repairs shall be made with solid, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is demolished.

**METHOD OF MEASUREMENT:** BID ITEM 90005.1 shall be measured as SF (square feet) of exterior transite window panels completely removed from the suspected areas as identified. Unit Price shall include any associated demolition and patching per the description above.

**BASIS OF PAYMENT:** BID ITEM 90005.1 shall be paid at the contract unit price for total square footage removed.

**BID ITEM 90006 – 9 x 9 Floor tile and tan mastic**

**DESCRIPTION:** BID ITEM 90006 shall include the complete removal of all suspected floor tile and mastic as noted in the Asbestos Inspection Report on page 1, 1947 Building, item 1. The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90006 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90006 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90007 – 9 x 9 Floor tile and black mastic**

**DESCRIPTION:** BID ITEM 90007 shall include the complete removal of all suspected floor tile and mastic as noted in the Asbestos Inspection Report on page 1, 1947 Building, item 2. The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.



**METHOD OF MEASUREMENT:** BID ITEM 90007 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90007 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90008 – 9 x 9 Floor tile and mastic**

**DESCRIPTION:** BID ITEM 90008 shall include the complete removal of all suspected floor tile and mastic as noted in the Asbestos Inspection Report on page 2, 1947 Building, item 3. The Contractor shall be responsible for all demolition required to completely access the floor tiles and mastic; including removal of carpet, padding (if any), base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90008 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 90008 shall be paid at the contract unit price for the total square footage removed.

**BID ITEM 90009 – Aircell pipe insulation**

**DESCRIPTION:** BID ITEM 90009 shall include the complete removal of all suspected aircell pipe insulation from roof drain systems on the site as noted in the Asbestos Inspection Report on page 2, 1947 Building, item 4. The Contractor shall be responsible for all demolition required to completely access roof drains suspected of having such insulation. Roof drains shall remain fully functional until demolition of the structure. The contractor shall not cut or remove any roof drain piping in the process of removing the insulation and shall repair/replace any roof drain piping damaged in the removal process. The contractor does not need to repair any walls or ceilings demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90009 shall be measured as LF (lineal feet) fitting completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90009 shall be paid at the contract unit price for each fitting removed.

**BID ITEM 90010 – Metal fire doors**

**DESCRIPTION:** BID ITEM 90010 shall include the complete removal of all suspected metal fire doors on the site as noted in the Asbestos Inspection Report on page 2, 1947 Building, item 6. The Contractor shall be responsible for all demolition required to completely access and remove the doors as complete units including frames if necessary. The contractor does not need to repair any walls demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 90010 shall be measured as EACH door completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90010 shall be paid at the contract unit price for each fitting removed.

**BID ITEM 90011 – Gaskets in boiler**

**DESCRIPTION:** BID ITEM 90011 shall include the complete removal of all suspected gaskets in the boiler as noted in the Asbestos Inspection Report on page 2, 1947 Building, item 7. The Contractor

shall be responsible for all demolition required to completely access gaskets suspected of containing asbestos.

**METHOD OF MEASUREMENT:** BID ITEM 90011 shall be measured as SF (square feet) of gasket completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90011 shall be paid at the contract unit price for each square foot of gasket removed.

#### **BID ITEM 90012 – Refractory in boiler**

**DESCRIPTION:** BID ITEM 90012 shall include the complete removal of the suspected refractory in the boiler as noted in the Asbestos Inspection Report on page 2, 1947 Building, item 8. The Contractor shall be responsible for all demolition required to completely access the refractory suspected of containing asbestos.

**METHOD OF MEASUREMENT:** BID ITEM 90012 shall be measured as SF (square feet) of refractory completely removed from the suspected areas as identified.

**BASIS OF PAYMENT:** BID ITEM 90012 shall be paid at the contract unit price for each square foot of refractory removed.

#### **PARSONAGE 4016 MINERAL POINT ROAD**

##### **BID ITEM 91001 – 9 X 9 floor tile and mastic**

**DESCRIPTION:** BID ITEM 91001 shall include the complete removal of all suspected 9 x 9 floor tile and mastic on concrete breezeway/porch between the garage and residence as noted in the Asbestos Inspection Report (dated September 17, 2015) on page 1 item 1, estimated quantity is 200 SF. The Contractor shall be responsible for all demolition required to completely access the floor tiles, and mastic; including removal of tile, base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 91001 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91001 shall be paid at the contract unit price for the total square footage removed.

##### **BID ITEM 91002 – Black floor tile mastic under 9x9 floor tile**

**DESCRIPTION:** BID ITEM 91002 shall include the complete removal of all suspected 9 x 9 floor tile and mastic on concrete breezeway/porch between the garage and residence as noted in the Asbestos Inspection Report (dated September 17, 2015) on page 1 item 2, estimated quantity is 200 SF. The Contractor shall be responsible for all demolition required to completely access the floor tiles, and mastic; including removal of tile, base board and tack strips. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 91002 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91002 shall be paid at the contract unit price for the total square footage removed.

##### **BID ITEM 91003 – black floor tile mastic**

**DESCRIPTION:** BID ITEM 91003 shall include the complete removal of all suspected black floor tile mastic on wood under ceramic tile in bathroom as noted in the Asbestos Inspection Report (dated

September 17, 2015) on page 1 item 3, estimated quantity is 45 SF. The Contractor shall be responsible for all demolition required to completely access the floor tiles, and mastic; including removal of tile, and base tile. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 91003 shall be measured as SF (square feet) of tile and mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91003 shall be paid at the contract unit price for the total square footage removed.

#### **BID ITEM 91004 – window glazing on five basement windows and storm windows**

**DESCRIPTION:** BID ITEM 91004 shall include the complete removal of all suspected window glazing on five basement windows and storm windows as noted in the Asbestos Inspection Report (dated September 17, 2015) on page 1 item 4, estimated quantity is 10 SF. The Contractor shall be responsible for all demolition required to completely access the glazing of the basement windows and storm windows. The contractor shall be required to repair any window openings demolished for the completion of this bid item. Repairs shall be made with solid, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is demolished.

**METHOD OF MEASUREMENT:** BID ITEM 91004 shall be measured as SF (square feet) of window glazing completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91004 shall be paid at the contract unit price for the total square footage removed.

#### **BID ITEM 91005 – one electrical box in basement**

**DESCRIPTION:** BID ITEM 91005 shall include the complete removal of the suspected basement electrical box as noted in the Asbestos Inspection Report (dated September 17, 2015) on page 1 item 5, estimated quantity is 1 SF (assumed). The Contractor shall be responsible for all demolition required to completely access the basement electrical box. The contractor does not need to repair any walls or floors demolished for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 91005 shall be measured as SF (square feet) of electrical box completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91005 shall be paid at the contract unit price for the total square footage removed.

#### **BID ITEM 91006 – Mastic on kitchen sink**

**DESCRIPTION:** BID ITEM 91006 shall include the complete removal of the suspected mastic from the kitchen sink as noted in the Asbestos Inspection Report (dated September 17, 2015) on page 1 item 6, estimated quantity is 8 SF (assumed). The Contractor shall be responsible for all demolition required to completely access the mastic on the kitchen sink. The contractor does not need to make any repairs from the removal of the kitchen sink for the completion of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 91006 shall be measured as SF (square feet) mastic completely removed from the suspected areas as identified. Unit Price shall include any associated demolition per the description above.

**BASIS OF PAYMENT:** BID ITEM 91006 shall be paid at the contract unit price for the total square footage removed.

**POINTS OF CONTACT**

The Construction Manager for City Engineering, Facility Management for this contract is:

Dave Schaller  
PH: (608) 243-5891  
Email: [dschaller@cityofmadison.com](mailto:dschaller@cityofmadison.com)  
210 Martin Luther King Jr Blvd  
Room 115  
Madison, WI 53703

The HAZMAT Consultant for this project is:

Kim Sopha  
PH: (608) 240-1511; Cell: (608) 576-4960  
A&A Environmental, Inc.  
N4381 US Hwy 51  
Poynette, WI 53955

\* Reference POLICE DEPARTMENT MIDTOWN DISTRICT HAZMAT ABATEMENT in the subject line of emails.

**SECTION 02 82 13**  
**ASBESTOS ABATEMENT**  
**BASED ON DFD MASTER SPECIFICATION DATED 06/03/2016**

**PART 1 - GENERAL**

**SCOPE**

Perform all operations in connection with asbestos abatement, encapsulation, removal and related work as shown on drawings and/or specified herein.

**PART 1 - GENERAL**

Related work  
Description of Work  
References  
Qualifications  
Definitions  
Submittals and Notices  
Site Security  
Emergency Planning  
Preconstruction Meeting  
Delivery, Storage and Handling

**PART 2- PRODUCTS**

Materials  
Equipment

**PART 3 - EXECUTION**

General Compliance Measures  
Preparations of Regulated Area  
Decontamination Enclosure System  
Temporary Isolation Partitions  
Maintenance of Enclosure System  
Workplace Entry and Exit Procedures  
Waste Container Pass-Out Procedure  
Water Collection and disposal  
Wet Removal Procedure  
Ceiling System Removal  
Pipe Tunnel or Crawl Space Removal Work  
Flooring Removal  
Small Scale - Short Duration Removal Procedure  
Encapsulation Procedures  
Enclosure Procedure  
Air Monitoring  
Cleanup Procedure  
Disposal Procedures  
Reestablishment of Regulated Area

**RELATED WORK**

See City of Madison Special Provisions, Section D of the contract documents.

**DESCRIPTION OF WORK;**

Removal; The Contractor shall remove all asbestos related items as noted in the contract documents. In the event additional items or quantities are found in the field the contractor shall notify the City Project Manager immediately and items shall also be removed under the contract.

Encapsulation; this section not used

Enclosure; this section not used

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Contractor is responsible for Electrical work and permit as needed

Restoration: Refer to section 107.2 of the Special Provisions, Section D of the contract documents.

**REFERENCES**

General Reference:

All work under this contract shall be done in strict accordance with all applicable General and State regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation in force at the time of bid opening shall be in effect. Where conflict among the laws, rules, and regulations or with these specifications exists the most stringent requirements shall be utilized.

The Contractor shall make available, in the clean change area of the worker decontamination system, copies of this specification and all standards, regulations, and codes listed hereinafter.

Specific Reference:

Occupational Safety and Health Administration (OSHA):

Title 29 Code of Federal Regulations, Section 1910.134(d) - air Quality.

Title 29 Code of Federal Regulations, Section 1926.1101- Construction Industry, including the mandatory appendices;

Appendix A - OSHA Reference Method.

Appendix C - Qualitative and Quantitative Fit Testing Procedures.

Appendix D - Medical Questionnaires.

Appendix E - Interpretation and Classification of Chest Roentgenograms.

Nonmandatory appendices:

Appendix B - Detailed Procedures for Asbestos, Tremolite, Anthrophyllite, and Actinolite Sampling and Analysis.

Appendix F - Work Practices and Engineering Controls for Major Asbestos Removal, Renovation, and Demolition Operations.

Appendix G - Work Practices and Engineering Controls for Small Scale, Short Duration Asbestos Renovation and Maintenance Activities.

Appendix H - Substance Technical Information for Asbestos.

Appendix I - Medical Surveillance Guidelines for Asbestos, Tremolite, Anthrophyllite, and Actinolite.

Title 29 Code of Federal Regulations, Section 1926.59 - Hazard Communication Standard. Requires employers to inform their workers of the hazards of any chemicals used on the project and to train their employees in proper safeguards.

Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations (CFR) Part 763 Subpart G - Asbestos Abatement Projects; worker Protection (effective March 27, 1987).

City of Madison, Contract 10390-31-140

Police Department Midtown District – Hazmat Abatement

1 Environmental Protection Agency (EPA) Title 40 Code of Federal Regulations (CFR) Part 61 -  
2 National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final  
3 Rule effective November 20, 1990.

4  
5 Department of Health Services (H & SS) State of Wisconsin Administrative Rule, Chapter HSS  
6 159, Asbestos Certification and Training.

7  
8 Department of Natural Resources (DNR) State of Wisconsin Administrative Rule, Chapter NR  
9 447, procedures for preventing emissions of particulate asbestos material to outside air, warning  
10 signs and waste disposal of asbestos materials.

11  
12 Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human  
13 Respiration", and Specification G-7.1 "Commodity Specification for Air".

14  
15 Department of Natural Resources (DNR) State of Wisconsin Administrative Rule Chapter NR  
16 506, Landfill Operations Criteria for Disposal of Asbestos Containing Material.

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### 18 **QUALIFICATIONS**

19  
20 The prospective Contractor who is proposed to actually perform the asbestos abatement work, shall  
21 submit to the City of Madison Construction Manager the data hereinafter requested within ten (10) days  
after Bid Opening.

22 The proposed asbestos abatement Contractor will be awarded a Contract, only if data submitted is  
23 determined to be favorable in all instances, by the City of Madison Construction Manager, and the  
prospective Contractor

24 further meets the qualifications requirements specified in the Instructions to Bidders.

25

26 The proposed asbestos abatement Contractor shall, if requested:

27

28 Demonstrate prior experience on asbestos abatement projects of similar nature and scope of that  
29 being bid, through the submission of letters of reference from building owners including the  
30 name, address, and telephone numbers of the contact persons who are specifically familiar with  
31 the referenced projects. At least three previous users of this service shall be submitted. Include  
32 descriptions of projects and records of all air monitoring data that was generated during the  
33 projects.

34

35 Submit a description of all major Asbestos Abatement Equipment owned by the prospective  
36 Contractor which is available for use on this project such as:

37

38 Respiratory protection equipment.

39

40 HEPA vacuum equipment.

41

42 Negative air pressure equipment.

43

44 Spray equipment for amended water.

45

46 Equipment used for shower facilities in decontamination enclosure system.

47

48 Submit a list of names, work responsibilities and evidence of certification for all employees that  
49 will be assigned to this project:

50

51 At least one firm principal, the firm's "competent person" and any other personnel  
52 performing supervisory duties must be certified by the Wisconsin Department of Health  
53 Services as having successfully completed a comprehensive 5-day course for Asbestos  
54 Abatement Contractors and Supervisors in conformance with Wisconsin Administrative  
55 Code DHS 159.

56

57 Contractor's employees who perform asbestos abatement activities must be certified by  
58 the Wisconsin Department of Health Services as having successfully completed a

comprehensive 4-day course for Asbestos Abatement Workers in conformance with Wisconsin Administrative Code DHS 159.

## **DEFINITIONS**

ACGIH: American Conference of Governmental Industrial Hygienists

AIHA: American Industrial Hygiene Association

Air Monitoring: The process of measuring the fiber content of a known volume of air collected during a specific period of time shall conform with Appendix A to OSHA 29 CFR 1926.1101. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method 7400 for Asbestos in Air. For clearance air monitoring, electron microscopy methods may be utilized for lower detect ability limit and specific fiber identification.

Air Sampling Professional: The Professional contracted or employed by the Division to supervise and conduct air monitoring and analysis schemes. This individual shall not be affiliated in any way other than through this contact with the Contractor performing the abatement work.

ANSI: American National standards Institute

Asbestos: Means the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); tremolite; anthrophyllite, and actinolite.

Asbestos Containing Material (ACM): Material composed of asbestos of any type and in an amount greater than 1%, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos Containing Waste Material: Asbestos containing material or asbestos contaminated objects requiring disposal.

ASTM: American Society for Testing and Materials

Authorized Visitor: The Building Owner (and designated representatives) and any representative of a regulatory agency having jurisdiction over the project.

Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Competent Person: Means an employee of the asbestos abatement contractor who is capable of identifying existing asbestos hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them pursuant to OSHA 1926.1101(b).

Decontamination Enclosure: A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the regulated area by airlocks. This system is used for all workers to enter and exit the regulated area and may also serve as equipment and waste pass out on small jobs.

Department of Natural Resources (DNR): A Wisconsin state agency that is responsible for enforcement of Chapter NR 447.

Encapsulation: The application of a bridging or penetrating liquid material to asbestos containing materials to control the release of asbestos fibers into the air. The bridging liquid material creates a membrane over the surface and the penetrating liquid material seeps through the surface and binds all components together.

Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.

EPA: U. S. Environmental Protection Agency

Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a noncontained (plasticized) regulated area. The glovebag is constructed and installed in such



City of Madison, Contract 10390-31-140

Police Department Midtown District – Hazmat Abatement

a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process.

HEPA Filter: A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter with 99.97% efficiency.

HEPA Vacuum: A vacuum system equipped with HEPA filtration.

NESHAPS National Emission Standards for Hazardous Air Pollutants

OSHA: The Occupational Safety and Health Administration

Permissible Exposure Limits (PELS): No personnel associated with asbestos abatement work shall be exposed to an airborne concentration of asbestos in excess of the following limits, as determined by the method prescribed in Appendix A to OSHA 29 CFR 1926.1101, or by an equivalent method:

P.E.L. is 0.1 fiber per cubic centimeter of air as an eight (8) - hour time-weighted average.

Excursion Limit (EL) 1.0 fiber per cubic centimeter of air as averaged over a sampling period of thirty (30) minutes.

Regulated Area: An area identified by specific boundaries where airborne concentrations of asbestos exceed, or can reasonably be expected to exceed the P.E.L. and/or Excursion Limit. The regulated area may take the form of:

A temporary negative-pressure enclosure, or

An area specifically identified and segregated in any manner that minimizes the number of employees exposed to asbestos.

Surfactant: A chemical wetting agent added to water to improve penetration.

Visible Emissions: Any emissions containing particulate asbestos material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

#### **SUBMITTALS AND NOTICES**

The Contractor shall submit a completed Asbestos/Lead Abatement Certification (Form #DOA-4509) no later than the end of the seventh calendar day after the bid opening date.

Prior to Commencement of Work, Contractor shall:

File a "Notification of Demolition and/or Renovation Form 4500-113" with the parties named hereinafter, when required, at least 10 working days prior to commencement of demolition or renovation project involving any asbestos-containing material.

Air Management Asbestos Coordinator  
Department of Natural Resources  
P.O. Box 7921  
Madison WI 53707-7921

File a "Asbestos Project Notification Form 00041" with the parties named hereinafter, when required, at least 2 working days prior to commencement of renovation project involving any asbestos-containing material.

Department of Health Services

1 Asbestos/Lead Section, Room 137  
2 P.O Box 2659  
3 Madison, WI 53701-2659  
4

5 Submit the following documentation attached to completed form DOA-4523 prior to commencing work:  
6

7 Manufacturer's information and MSDS for the mastic remover that the Contractor intends to use  
8 for floor tile mastic removal. Mastic remover shall be low odor and shall not contain known  
9 carcinogens.

10  
11 A copy of the asbestos training certification card issued by Wisconsin Department of Health and  
12 Family Services pursuant to DHS 159 for all Contractor employees that will be working on the  
13 project.  
14

15 Submit the following documentation at completion of the work:  
16

17 Copies of all completed "Transportation and Disposal Manifest" forms for all asbestos waste  
18 materials removed from the regulated area during the abatement process.  
19

20 Project Log per DHS 159.21(2)  
21

22 Occupant Protection Plan per DHS 159.21(3).  
23

24 During Abatement Activities, Contractor shall submit to the Owners Project Representative, if requested:  
25

26 Shop drawings for layout and construction of decontamination enclosure systems and barriers for  
27 isolation of the regulated area as detailed in this specification and required by applicable  
28 regulations. If work is to be phased, a phasing schedule shall also be submitted.  
29

30 Weekly (or as required) job progress reports detailing abatement activities. Include review of  
31 major problems and action taken, injury reports, equipment breakdown.  
32 Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation  
33 units, local exhaust ventilation systems, and other engineering controls.  
34

35 Results of bulk material analysis and air sampling data collected during the course of the  
36 abatement including OSHA compliance air monitoring results.  
37

38 Results of materials testing conducted during the abatement for purposes of utilization during  
39 abatement activities (e. g., testing of encapsulant for depth of penetration, testing of materials for  
40 adherence to encapsulated surfaces).  
41

42 Contractor shall post at the entrance to the regulated area a list containing the names, addresses,  
43 and telephone numbers of the Contractor, Fire Department and any other personnel who may be  
44 required to be contracted during abatement activities.  
45

#### 46 **SITE SECURITY**

47 Contractor shall be responsible for the security of the regulated area(s) during abatement operations in  
48 order to protect work efforts and equipment.  
49

50 The regulated area shall be restricted to only authorized, trained, and protected personnel. These may  
51 include the Contractor's employees, employees of subcontractors, state representatives, and any other  
52 designated individuals. A list of authorized personnel shall be established prior to job start and posted in  
53 the clean room of the decontamination facility.  
54

55 Contractor shall immediately decontaminate (if required) and evict any unauthorized individual entering  
56 the regulated area and notify the Construction Representative of action taken and identity of the  
57 unauthorized individual.  
58

59 A log book shall be maintained in the clean room area of the decontamination system. Anyone who  
60 enters the regulated area must record name, affiliation, time in, and time out for each entry.

1  
2 Access to the regulated area shall be through a single decontamination system located where shown on  
3 approved Shop Drawings. All other means of access (doors, windows, hallways, etc.) shall be blocked or  
4 locked so as to prevent entry to or exit from the regulated area. The only exceptions to this rule are the  
5 waste pass-out air lock which shall be sealed except during the removal of containerized asbestos waste  
6 from the regulated area, and emergency exits in case of fire or accident. Emergency exits shall not be  
7 locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed.

8  
9  
10 **EMERGENCY PLANNING**

11 Written emergency plan shall be submitted through the Owners Project Representative and approved by  
12 the City of Madison Construction Manager prior to the initiation of abatement activities.

13  
14 Emergency procedures shall be in written form and prominently posted in the clean change area and  
15 equipment room of the worker decontamination area. Everyone prior to entering the regulated area must  
16 read and sign these procedures to acknowledge receipt and understanding of work site layout, location of  
17 emergency exits and emergency procedures.

18  
19 Emergency planning shall include notification of police, fire and emergency medical personnel of planned  
20 abatement activities, work schedule and layout of regulated area, particularly barriers that may affect  
21 response capabilities.

22  
23 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards,  
24 slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and  
25 employee training in procedures shall be provided.

26  
27 Employees shall be trained in evacuation procedures in the event of workplace emergencies under the  
28 following conditions:

29  
30 For non-life threatening situations, employees injured or otherwise incapacitated shall  
31 decontaminate following normal procedures with assistance from fellow workers if necessary,  
32 before exiting the workplace to obtain proper medical treatment.

33  
34 For life threatening injury or illness, worker decontamination shall take least priority, after  
35 measures to stabilize the injured worker, remove the worker from the workplace and secure  
36 proper medical treatment.

37  
38 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change  
39 area and equipment room, along with the location of the nearest telephone.

40  
41 **PRECONSTRUCTION MEETING**

42 The Contractor shall attend a preconstruction meeting to be conducted at a time and place designated by  
43 the Owners Project Representative. All parties having an active role in asbestos abatement will be in  
44 attendance.

45  
46 The Contractor, Contractor's competent person and other supervisory personnel who will provide on-site  
47 direction of the abatement activities must attend.

48  
49 At this meeting the Contractor shall provide all documentation as required by Article entitled:  
50 "Submittals and Notices," herein. In addition, the Contractor shall be prepared to provide detailed  
51 information concerning:

52  
53 Preparation of regulated area.

54  
55 Personal protective equipment including respiratory protection and protective clothing.

- 1 Employees who will participate in the project, including delineation of experience, training,  
2 certification, and assigned responsibilities during the project.  
3  
4 Decontamination procedures for personnel, regulated area and equipment.  
5  
6 Abatement methods and procedures to be utilized.  
7  
8 Required air monitoring procedures.  
9  
10 Procedures for handling and disposing of waste materials.  
11  
12 Procedures for final decontamination and cleanup.  
13  
14 A sequence of work and performance schedule.  
15  
16 Procedures for dealing with heat stress.  
17  
18 Emergency procedures.  
19  
20 Methods of adhering plastic sheeting to the surfaces to be covered.  
21

## 22 **DELIVERY, STORAGE AND HANDLING**

23 Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer  
24 and the brand name.

25  
26 Damaged, deteriorating or previously used materials shall not be used and shall be removed from the  
27 work site and disposed of properly.  
28

## 29 **PART 2 - PRODUCTS**

### 30 **MATERIALS**

31  
32 Polyethylene sheeting for walls and stationary objects shall be a minimum of four (4) mil thick. For  
33 floors and all other uses sheeting of at least six (6) mil thickness shall be used in widths selected to  
34 minimize the frequency of joints.  
35

36 Polyethylene sheeting utilized for decontamination enclosure shall be opaque white or black in color.  
37

38  
39 Flame retardant polyethylene sheeting shall be utilized when working near heat sources.  
40

41 Hardboard or plywood, minimum 1/4 inch thick shall be furnished to protect finished floor surfaces such  
42 as carpet or hardwood floors to prevent damage from scaffolds or falling objects. Such protection shall  
43 also be provided for polyethylene sheeting under the scaffold area if the material being removed has sharp  
44 projections which could readily puncture the enclosure material.  
45

46 Disposal bags shall be of six (6) mil polyethylene, preprinted with labels as required by OSHA  
47 Requirement 29 CFR 1926.1101 (k) (8).  
48

49 Disposal drums for transporting disposal bags shall be metal or fiberboard with locking ring tops.  
50

51 Stick-on labels as per EPA, OSHA or DNR requirements for disposal containers.  
52

53 Surfactant (Wetting Agent):  
54

55 For use with materials containing asbestos identified as "Amosite", shall be a 50/50 mixture of  
56 polyoxyethylene ether and polyoxyethylene ester, mixed in a proportion of one (1) fluid ounce to  
57 five (5) gallons of water or as specified by manufacturer.  
58

Police Department Midtown District – Hazmat Abatement

1 For all materials containing asbestos identified as "chrysotile", "crocidolite", or types other than  
2 Amosite, shall consist of soapy water mixed in a proportion of two (2) fluid ounces of liquid soap  
3 to five (5) gallons of water.

4  
5 Where regulated area temperature may cause freezing of the amended water solution, the addition  
6 of ethylene glycol in amounts sufficient to prevent freezing is permitted.

7  
8 Asbestos Removal Encapsulant (substitute for surfactant): In lieu of using a wetting agent in water to  
9 control airborne fibers, and asbestos removal encapsulant may be used. Products that meet these needs  
10 are: Serpiflex Shield manufactured by International Protective Coatings Carol 725 Carol Ave., Ocean, NJ  
11 07710; and BWE 5000, by Better Working Environments, Inc., 3716 Scripps Way, Las Vegas, NV  
12 89103; or an approved equal.

13  
14 Encapsulating Material:

15  
16 Bridging type encapsulant (for sealing masonry and concrete walls, barrier surfaces during  
17 cleanup phase and asbestos containing surfaces to remain in place) shall be capable of being  
18 applied with airless spray equipment, able to withstand light impact or abrasion without releasing  
19 fibers, water insoluble when cured, and must retain sufficient integrity after six (6) years to allow  
20 recoating. Products that meet these requirements are: Cable Coating No. 2B by American  
21 Coating Corporation and Decadix Fire Check by Pentagon Plastics.

22  
23 Penetrating type encapsulant (for sealing scratch coat plaster, wood grounds and wood blocking  
24 which have been in contact with asbestos containing material and also exposed ends of pipe  
25 insulation) shall not be noxious or toxic to applicator or subsequent occupants, shall have high  
26 flame retardance and low toxic fume and smoke emission ratings, shall have some permeability to  
27 water vapor to prevent condensation accumulation. Acceptable products are Cafco-Bond-Seal by  
28 U.S.I Mineral, Protector Sealant (32-20 and 32-21) by H.B. Fuller Co., and SK-13 Emulsion by  
29 National Cellulose.

30  
31 **EQUIPMENT**

32 Negative Pressure Ventilation Units:

33  
34 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and  
35 operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA  
36 guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing  
37 Material in Buildings Appendix F: Recommended Specifications and Operating Procedures for  
38 the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide  
39 one workplace air change every 15 minutes.

40  
41 To calculate total air flow requirement:

42  
43 
$$\text{Total Ft}^3/\text{Min.} = \frac{\text{Volume of Regulated area (in Ft}^3\text{)}}{15 \text{ Min.}}$$

44  
45  
46 To calculate the number of units needed for the abatement:

47  
48 
$$\text{Number of Units Needed} = \frac{\text{Total Ft}^3/\text{Min.}}{0.75(\text{Capacity of Unit in Ft}^3/\text{Min.})}$$

49  
50  
51 The air filtering equipment shall be capable of filtering asbestos fibers at 0.3 um at 99.9 percent  
52 efficiency. Prefilters, which protect the final filter by removing the larger particles, are required  
53 to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The  
54 first-stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The  
55 second-stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles  
56 down to 5 um). Prefilters and intermediate filters shall be installed either on or in the intake grid  
57 of the unit and held in place with special housings or clamps.

58  
59 Exhaust air from the regulated area shall maintain a negative pressure of 0.02 inches of water  
60 (head). The ventilation shall operate on a 24 hours basis throughout the abatement process until  
61 final clearance has been approved.

62  
63 Air Purifying Respirators:

64

1 Respirator bodies shall be of half face or full face type with removable cartridges. Single use,  
2 disposable or quarter face respirators shall not be used. Full face respirators shall be equipped  
3 with a nose cup or other anti fogging devices as would be appropriate for use in air temperatures  
4 less than 32 degrees F.

5  
6 Filter cartridges shall, at a minimum, be HEPA type filters certified by NIOSH under 30 CFR  
7 Part 11 or with filters certified for particulates under 42 CFR Part 84.

8  
9 **Supplied Air Respirator System:**

10  
11 The equipment used shall be capable of producing air of the quality and volume required by  
12 OSHA Standard (29 CFR 1910) Section 1910.134 and Compressed Gas Association, Inc., New  
13 York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1  
14 "Commodity Specification for Air", applied to the job site conditions and crew size. The  
15 standards above shall be augmented by provisions of this specification with the more stringent  
16 standard governing.

17  
18 Face piece and hose shall be by same manufacturer and shall be certified by NIOSH/MSHA as an  
19 approved Type "C" respirator assembly for continuous flow or pressure demand with a positive  
20 pressure face piece.

21  
22 Backup air supply shall be provided that is adequate to allow a minimum of one-half hour escape  
23 time for each six man crew. The one-half hour shall be based upon all connections to the backup  
24 air supply being in use by an average sized adult male engaged in moderately strenuous activity  
25 or by the air requirements of the particular respirator in use is greater.

26  
27 Warning device shall be located in the regulated area which will be clearly audible in all parts of  
28 the regulated area and can be heard above the noise level produced by equipment and work  
29 procedures in use. This warning device shall warn of:

30  
31 Compressor shutdown or other fault requiring use of backup air supply.

32  
33 Carbon Monoxide (CO) levels in excess of 50 PPM/V over 8 hours.

34  
35 Carbon Monoxide (C)) levels shall be continually monitored and recorded. This monitor shall be  
36 placed in the air line between backup air supply and workers and shall also sound an alarm as  
37 specified under "Warning Devices".

38  
39 The compressor shall automatically be shutdown and the alarms sounded if any of the following  
40 occur:

41  
42 Carbon Monoxide (CO) concentrations exceed 500 PPM/V in the air line between the  
43 filter bank and backup air supply.

44  
45 Compressor temperature exceeds normal operating range.

46  
47 Compressor motor shall be an electric motor. Compressors driven by gas or diesel engines shall  
48 not be used.

49  
50 An after cooler shall be provided at the entry to the filter system which is capable of reducing  
51 temperatures to outside ambient air temperatures.

52  
53 System configuration shall permit the recharging of 1/2 hours 2260 PSI SCBA cylinders.

54  
55 Compressed air systems shall be designed to provide air volumes and pressures to accommodate  
56 respirator manufacturer's specifications. The compressed air systems shall have a receiver of adequate  
57 capacity to allow escape of all respirator wearers from contaminated areas in the event of compressor

1 failure. Compressors must meet the requirements of 29 CFR 1910.134 (d). Compressors must have an  
2 in-line carbon monoxide monitor; periodic inspection of the carbon monoxide monitor must be evidenced.  
3 Documentation of adequacy of compressed air systems/respiratory protection system must be retained on  
4 site. This documentation will include a list of compatible components with the maximum number and  
5 type of respirators that may be used with the system. Periodic testing of compressed air shall insure that  
6 systems provide air of sufficient quality (Grade D breathing air as described in Compressed Gas  
7 Association Commodity Specifications G-7.1).

8  
9 Full body disposable protective clothing, including head, body and foot coverings consisting of material  
10 impenetrable by asbestos fibers (Tyvek<sup>R</sup> or equivalent) shall be provided to all workers and authorized  
11 visitors in sizes adequate to accommodate movement without tearing.

12  
13 Additional safety equipment, such as hard hats meeting the requirements of ANSI Standard Z89.1-1981,  
14 eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the  
15 requirements of ANSI Standard Z41.1-1967, disposable PVC gloves, as necessary, shall be provided to  
16 all workers and authorized visitors.

17  
18 Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately  
19 sealed to the footwear to prevent body contamination.

20  
21 Provide sufficient supply of disposable mops, rags and sponges for work area decontamination.

22  
23 Provide scaffolds, ladders, lifts and hand tools such as scrapers, wire cutters, brushes, utility knives, wire  
24 saws, as the work requires.

25  
26 Sprayers with pumps capable of providing 14-15 pounds per square inch (psi) at the nozzle tip at a flow  
27 rate of 2 gallons per minute for spraying amended water.

28  
29 Rubber dust pans and rubber squeegees shall be provided for cleanup.

30  
31 Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not  
32 metal.

33  
34 A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.

35  
36 Airless spray equipment with an adjustable low pressure nozzle shall be provided for spraying  
37 encapsulants. Nozzle tip size and pressure adjustment shall conform to encapsulant manufacturers written  
38 recommendations.

39  
40 Heavy duty power cables for temporary electrical service and a portable electric generator for maintaining  
41 negative pressure in the work area in case of power failure.

42  
43 Warning Signs and Labels: As required OSHA Regulation 29 CFR 1926.1101(k).

44  
45 Other equipment the Contractor deems necessary for asbestos abatement work shall be submitted to the  
46 City of Madison Construction Manager for approval prior to their use.

47  
48  
49 **PART 3 - EXECUTION**

50  
51 **GENERAL COMPLIANCE MEASURES**

52 Mandatory Protection Conditions: Contractor's employees shall wear appropriate respiratory protection  
53 and protective clothing under the following conditions:

54  
55 During installation or implementation of engineering work practices and control measures.

1 During maintenance and repair activities for which control measures, hereinafter described, are  
2 not feasible.

3  
4 Whenever the control measures are not yet sufficient to reduce exposure below the Permissible  
5 Exposure Limits (TWA and/or Excursion Limits).

6  
7 Whenever emergency conditions exist.

8  
9 Control Measures: The Contractor shall use one or any combination of the following control methods to  
10 achieve compliance with the "Permissible Exposure Limits" defined hereinbefore:

11  
12 Local exhaust ventilation equipped with HEPA filter dust collection systems.

13  
14 General dilution ventilation equipped with HEPA filtration systems on both exhaust and return  
15 air.

16  
17 Vacuum cleaners equipped with HEPA filters.

18  
19 Enclosure or isolation of processes producing airborne asbestos fibers and dust.

20  
21 Use of wet methods, wetting agents or removal encapsulants to control employee exposures  
22 during their performance of asbestos abatement activities. Where wet methods would result in  
23 equipment damage or a safety hazard, dry removal is allowed with written approval from WDNR  
24 pursuant to NR447.08(3)(b).

25  
26 Prompt disposal of wastes contaminated with asbestos in leak-tight containers.

27  
28 Supplement to Control Measures: Whenever the control measures described above are not sufficient to  
29 reduce the employee exposure to or below the "Permissible Exposure Limits" (TWA and/or Excursion  
30 Limit), the Contractor shall continue to use the control measures to maintain the employee exposure to the  
31 lowest levels attainable and supplement them with the use of appropriate respiratory protection and  
32 protective clothing.

33  
34 Negative-Pressure Enclosure: A negative-pressure enclosure shall be employed whenever feasible, prior  
35 to commencing removal, demolition and renovation operations involving asbestos containing materials.

36  
37 Types of Respiratory Protection: The following Table represents the minimum respiratory protection  
38 required for given airborne concentrations of asbestos:

39



City of Madison, Contract 10390-31-140  
Police Department Midtown District – Hazmat Abatement  
Airborne Concentration of Asbestos,  
Tremolite, Anthophyllite, Actinolite,  
or a Combination of These Minerals

Required Respirator

Not in excess of 1 f/cc (10 X PEL)	1. Half-mask air purifying respirator equipped with high-efficiency filters.
Not in excess of 5 f/cc (50 X PEL)	1. Full faceplate air purifying respirator equipped with high-efficiency filters.
Not in excess of 10 f/cc (100 X PEL)	1. Any powered air purifying respirator equipped with high efficiency filters. 2. Any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 X PEL)	1. Full face piece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (1,000 X PEL) or unknown concentration	1. Full face piece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

1 NOTE: Respirators assigned for higher environmental concentrations may be used at lower  
2 concentrations.

3  
4 A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-  
5 dispersed particles of 0.3 micrometers in diameter or larger.  
6

7 Employee Rotation: The Contractor shall not use employee rotation as a means of compliance with  
8 Permissible Exposure Limits (TWA and/or Excursion Limit).  
9

10 Supervision: The Contractor shall have a project supervisor on site at all times that only supervises the  
11 project and is responsible to assure contract and regulatory compliance.  
12

13 **PREPARATION OF REGULATED AREA**

14 Post the following warning signs at all approaches to a regulated area per OSHA 1926.110(k)(7). Signs  
15 shall be posted at a distance sufficiently far enough away from the regulated area to permit any person to  
16 read the sign and take the necessary protective measures before entering the area marked by the signs.  
17

18  
19 **DANGER**

20  
21 **ASBESTOS**

22  
23 **CANCER AND LUNG DISEASE HAZARD**

24 **AUTHORIZED PERSONNEL ONLY**

25 Post the Occupant Protection Plan at the entrance to the regulated area per DHS 159.21(3).  
26

27 Post at the entrance to the regulated area a list containing the names, addresses and telephone numbers of  
28 the Contractor, Fire Department and any other personnel who may be required to be  
29 contacted during abatement activities.  
30

31 Maintain Project Log per DHS 159.21(2).  
32

1 Shutdown and lock out all heating, cooling and air conditioning system (HVAC) components that are in,  
2 supply or pass through the regulated area. Appropriate equipment and control measures shall be utilized  
3 to prevent contamination of building spaces. Seal all intake and exhaust vents in the work area with tape  
4 and two layers of 6 mil polyethylene. Also seal any seams in system components that pass through the  
5 regulated area.

6  
7 All electrical circuits to the area in which asbestos abatement work is to take place must be disconnected.  
8 The regulated area and other uncontaminated areas that were dependent on the disconnected electrical  
9 circuits shall be serviced by a temporary electrical service provided by owner. In accordance with the  
10 latest issue of the National Electrical Code, temporary electrical service shall be equipped with  
11 combination ground fault interrupted and circuit breakers meeting the requirements of UL for Class A,  
12 Group 1 devices. The ground fault interrupter portion shall be solid state type, insulated and isolated  
13 from the breaker mechanism. A test mechanism shall provide overload and short circuit protection and  
14 shall be operated by a toggle switch with over-center switching mechanism so that contact cannot be held  
15 closed.

16  
17 Preclean all movable objects within the regulated area using a HEPA filtered vacuum or wet cleaning  
18 methods as appropriate. After cleaning, these objects shall be removed from the regulated area and  
19 carefully stored in an uncontaminated location.

20  
21 Preclean all fixed objects in the regulated area using HEPA filtered vacuums or wet cleaning techniques  
22 as appropriate, if contamination is visibly covering them. Careful attention must be paid to machinery  
23 and behind grills or gratings where access may be difficult but contamination significant. Also pay  
24 particular attention to wall, floor and ceiling penetrations behind fixed items. After precleaning, enclose  
25 fixed objects in four (4) mil polyethylene sheeting and seal securely in place with tape.

26  
27 Preclean all surfaces in the regulated area using HEPA filtered vacuums and/or wet cleaning methods as  
28 appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with  
29 equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the  
30 precleaning phase.

31  
32 Seal off all windows, doorways, elevator openings, corridors, tunnels, entrances, drains, ducts, grills,  
33 grates, diffusers, skylights and any other openings between the regulated area and uncontaminated areas  
34 outside of the regulated area (including the outside of the building, tunnels and crawl spaces) with four (4)  
35 mil polyethylene sheeting and tape.

#### 36 37 Wall Covering:

38  
39 Where surfacing materials are being removed from overhead, walls shall be covered with two (2) layers  
40 of four (4) mil polyethylene sheeting, starting at top of wall and extending down and across the floor area  
41 until it meets in the center of the floor. Here the covering sheets shall be taped together to form a  
42 monolithic covering which completely encases the regulated area.

43  
44 Polyethylene sheets shall be sized to minimize seams. Seams shall be staggered and separated by a  
45 distance of at least six (6) feet.

46  
47 Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This may  
48 require additional support/attachment when negative pressure ventilation systems are utilized.

#### 49 50 Floor Covering:

51  
52 The floor area which has previously been covered with sheeting extended from the walls, shall be covered  
53 with one additional layer of six (6) mil (minimum) sheeting. Provide additional protection such as  
54 plywood, canvas, or extra plastic sheeting for floors requiring special protection such as carpeting,  
55 hardwood flooring and tile floors which may be damaged by water leakage, ladder feet or scaffold  
56 wheels. Additional layers of sheeting may be utilized as drop cloths to aid in cleanup of bulk materials.

1  
2 Polyethylene sheets shall be sized to minimize seams. If the floor area necessitates seams, those on  
3 successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the  
4 flooring material. A distance of at least six (6) feet between seams is sufficient. Do not locate any  
5 parallel seams at wall/floor joints.

6  
7 Floor sheeting shall extend at least 24" up the side walls of the work area.

9  
10 **DECONTAMINATION ENCLOSURE SYSTEM**

11 A decontamination enclosure system shall be provided at each location where workers will enter or exit a  
12 regulated area.

13  
14 Plans for construction, including materials and layout, shall be submitted as shop drawings and approved  
15 by the City of Madison Construction Manager prior to work initiation. Decontamination enclosure systems  
constructed at the

16 work site shall utilize six (6) mil opaque black or white polyethylene sheeting or other acceptable  
17 materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted  
18 for the City of Madison Construction Manager for approval. Plans must include floor plan with  
dimensions, materials, size,  
19 thickness, plumbing and electrical utilities.

20  
21 The decontamination enclosure system shall consist of at least a clean room, a shower room, and an  
22 equipment room, each separated from each other and from the regulated area by air locks.

23  
24 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through  
25 curtained doorways consisting of two sheets of overlapping six (6) mil polyethylene sheeting. The curtain  
26 doorway sheets shall be secured at the top and one side opposite each other. All curtains shall have  
27 weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway  
28 when not in use. Doorway designs, providing equivalent protection and acceptable to the  
29 City of Madison Construction Manager may be utilized.

30  
31 Access between any two rooms in the decontamination enclosure system shall be through an airlock with  
32 at least three (3) feet separating each curtained doorway. Pathways into (from clean to contaminated) and  
33 out from (contaminated to clean) the regulated area shall be clearly designated.

34  
35 Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing,  
36 replacement filters for respirators, disposable towels and other necessary items shall be provided in  
37 adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever  
38 possible, a lockable door shall be used to permit access into the clean room from outside the regulated  
39 area.

40  
41 Shower room shall contain one or more shower heads as necessary to adequately accommodate workers.  
42 Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure  
43 shall be constructed to insure against leakage of any kind. An adequate supply of soap and disposable  
44 towels shall be supplied by the Contractor and available at all times. Shower water shall be drained,  
45 collected and filtered as specified in the Article entitled: "Water Collection and Disposal," herein.

46  
47 The equipment room shall be used for storage of equipment and tools at the end of a shift after workers  
48 have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate.  
49 Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation  
50 equipment, extra tools, containers or surfactant and other materials and equipment that may be required  
51 during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming  
52 pool or equivalent filled with water) shall be located in the regulated area just outside the equipment room  
53 for workers to clean off foot coverings after leaving the regulated area and prevent excessive  
54 contamination of the worker decontamination enclosure system. A drum lined with a labeled six (6) mil  
55 polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated rubber  
56 boots or other reusable footwear shall be stored in this area for reuse the following workday.

1  
2 Waste Container Pass-Out Airlock:

3  
4 The waste container pass-out airlock shall be constructed at some location away from the worker  
5 decontamination enclosure system. Wherever possible, this shall be located where there is direct access  
6 from the regulated area to the outside of the building.

7  
8 This airlock system shall consist of an airlock, a container staging area, and another airlock with access to  
9 outside the regulated area.

10  
11 The waste container pass-out airlock shall be constructed in similar fashion to the worker  
12 decontamination enclosure system using similar materials and airlock and curtain doorway designs.

13  
14 This airlock system shall not be used to enter or exit the regulated area. The airlock system shall be  
15 tightly sealed when not in use.

16  
17 Emergency exits shall be established and clearly marked with duct tape arrows or other effective  
18 designations to permit easy location from anywhere within the regulated area. They shall be secured to  
19 prevent access from uncontaminated areas, but still permit emergency exiting. These exits shall be  
20 properly sealed with polyethylene sheeting which can be cut to permit egress if needed. These exits may  
21 be through the decontamination enclosure, the waste pass-out airlock, other alternative exits satisfactory  
22 to fire officials.

23  
24 **TEMPORARY ISOLATION PARTITIONS**

25 Large rooms or open areas that require temporary air tight barriers to separate a contaminated regulated  
26 area from an uncontaminated area shall be provided with temporary partitions, constructed in the  
27 following manner:

28  
29 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4' x 8'.

30  
31 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.

32  
33 Cover the work side of partition with a double layer of four (4) mil polyethylene sheeting with staggered  
34 joints and seal in place.

35  
36 Provide at least one (12" x 12") window in the barrier system, where feasible, for the purpose of viewing  
37 into the regulated area. The window shall consist of heavy gauge plastic or clear safety glass. Panes shall  
38 be framed into the barrier system and completely sealed to prevent any leakage of air through the unit.

39  
40 **MAINTENANCE OF ENCLOSURE SYSTEM**

41 Following completion of the construction of all polyethylene barriers and decontamination system  
42 enclosures, initiate negative pressure system and allow overnight settling to insure that barriers will  
43 remain intact and secured to walls and fixtures before beginning actual abatement activities.

44  
45 All polyethylene barriers and decontamination enclosure systems shall be inspected at least twice daily by  
46 the Contractor's competent person prior to the start of each day's abatement activities and following the  
47 completion of the day's abatement activities. Document inspections and observations in the daily project  
48 log.

49  
50 Damage and defects in the enclosure system are to be repaired immediately upon discovery.

51  
52 Use smoke tubes to test the effectiveness of the barrier system when directed by Owners Project  
53 Representative.

54

1 Anytime during the abatement activities, if visible construction related dust or debris is observed outside  
2 of the regulated area or if damage occurs to barriers, work shall immediately stop, repairs shall be made to  
3 barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.  
4

5 Openings made in the enclosure system to accommodate negative air pressure system shall be made  
6 airtight with tape and caulking as needed. If more than one unit is installed, they should be turned on one  
7 at a time, checking the integrity of wall barriers for secure attachment and need for additional  
8 reinforcement. Insure that adequate power supply is available to satisfy the requirements of the  
9 ventilating and exhaust units. Negative pressure units shall be exhausted to the outside of the building.  
10 They shall not be exhausted into occupied areas of the building. Careful installation and daily inspections  
11 shall be done to insure that the ducting does not release fibers into uncontaminated building areas.  
12

13 Use of enclosure system shall not commence until the following has been accomplished:

14  
15 Enclosure systems have been constructed, inspected, and tested.

16  
17 Negative pressure systems are functioning adequately.

18  
19 All pre-abatement submissions, notifications, postings and permits have been provided and approved by  
20 the City of Madison Construction Manager, as applicable.  
21

22 All equipment for abatement, cleanup and disposal are on hand.  
23

24 All worker training is completed.  
25

26 Contractor has received written notice to commence abatement work from the Division, based on  
27 recommendation of the Owners Project Representative.  
28

### 29 **WORKPLACE ENTRY AND EXIT PROCEDURES**

30 All workers and authorized personnel shall enter the regulated area through the decontamination  
31 enclosure system.  
32

33 All personnel who enter the regulated area must sign the registration log, located in the clean room, both  
34 upon entry and exiting the area.  
35

36 All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don  
37 respiratory protection (as approved for the job conditions) and disposable coveralls, head covering and  
38 foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators  
39 and protective clothing shall be provided and utilized by each person for each separate entry into the  
40 regulated area.  
41

42 Personnel wearing designated personal protective equipment shall proceed from the clean room through  
43 the decontamination enclosure system to the regulated area.  
44

45 Before leaving the regulated area all personnel shall remove gross contamination from the outside of  
46 respirators and protective clothing by brushing or wet wiping procedures. (Small HEPA vacuums with  
47 brush attachments may be utilized for this purpose.) Each person shall clean bottoms of protective  
48 footwear in the walk-off pan just prior to entering the equipment room.  
49

50 Personnel shall proceed to equipment room where they remove all protective equipment except  
51 respirators. Deposit disposable clothing into appropriately labeled containers for disposal.  
52

53 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the regulated  
54 area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber  
55 boots may be decontaminated at the completion of the abatement for reuse.  
56

1 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators  
2 and the exposed face area under running water prior to removal of respirator and shower and shampoo to  
3 remove residual asbestos contamination. Various types of respirators will require slight modification of  
4 these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in  
5 the equipment room and worn into the shower. A powered air purifying respirator face piece will have to  
6 be disconnected from the filter/power pack assembly which is not waterproof, upon entering the shower.  
7 Cartridges must be in place for each new entry into the regulated area.

8  
9 After showering and drying off, proceed to the clean room and don street clothing even though there will  
10 be later reentry into the regulated area or street clothes if it is the end of the work shift.

11  
12 Workers shall NOT eat, drink, smoke, chew gum or tobacco in the regulated area. To eat, drink or smoke,  
13 workers shall follow the procedure described above, then dress in street clothes before entering the  
14 nonregulated areas of the building.

15  
16 These procedures shall be posted in the clean room and equipment room.

### 17 **WASTE CONTAINER PASS-OUT PROCEDURE**

18 Asbestos contaminated waste that has been containerized shall be transported out of the regulated area  
19 through the waste container pass-out airlock (or through the decontamination enclosure if a separate  
20 airlock has not been constructed).

21  
22  
23 The inside team wearing protective clothing and respirators appropriate for the contaminated regulated  
24 area shall clean the entire surface, including bottoms, of properly labeled bags, using HEPA vacuums and  
25 wet wiping techniques and transport them into the waste container pass-out airlock where they will be  
26 placed into another properly labeled bag. No worker from the inside team shall further exit the regulated  
27 area through this airlock.

28  
29 Workers from outside the regulated area wearing appropriately assigned respirators, shall enter the airlock  
30 from outside the regulated area. No worker from the outside team shall further enter the regulated area  
31 through this airlock.

32  
33 The exit from this airlock shall be secured to prevent unauthorized entry.

### 34 **WATER COLLECTION AND DISPOSAL**

35 All water resulting from precleaning operation, excess from floor of regulated area and the final cleaning  
36 operation shall be collected and placed in sealed containers for disposal as contaminated material.

37  
38  
39 Water from the decontamination shower shall be collected in a holding tank and filtered to remove  
40 particles of 0.5 microns or larger size before draining water into sanitary sewer system. The drainage and  
41 filtering system shall consist of the following:

42  
43 A centrifugal pump capable of pumping at least 25 gallons/minute.

44  
45 Two filter cartridge housings, one serving as a prefilter, utilizing at least 6 cylindrical 100 micron filters  
46 (reusable type) and the other serving as final filter with 6 cylindrical 0.5 micron filters.

47  
48 Maintain two sets (6 cylinders per set) of 100 micron filters, to allow one set to be cleaned while the other  
49 set is in use.

50  
51 A common garden hose may be connected to final filter housing to drain water to sanitary sewer system.

### 52 **WET REMOVAL PROCEDURE**

53 Wet all asbestos containing material with an amended water solution, or removal encapsulant, using  
54 equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when  
55 the material is disturbed. Saturate the material to the substrate. Keep all removed material wet to prevent  
56

1 fiber release until it can be containerized for disposal. If regulated area temperatures are below 32°F. and  
2 amended water is subject to freezing, modify as specified for surfactant in Article entitled: "Materials,"  
3 herein. Maintain a high humidity in the regulated area by misting or spraying to assist in fiber settling  
4 and reduce airborne concentrations.

5  
6 Saturated asbestos containing material shall be removed in manageable sections. Removed material  
7 should be containerized before moving to a new location for continuance of work. Surrounding areas  
8 shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

9  
10 Material removed from building structures or components shall not be dropped or thrown to the floor.  
11 Material should be removed as intact sections or components whenever possible and carefully lowered to  
12 the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust-tight chute shall  
13 be constructed to transport the material to containers on the floor or the material may be containerized at  
14 elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For  
15 materials between 15 and 50 feet above the ground they may be containerized at elevated levels or  
16 dropped onto inclined chutes or scaffolding for subsequent collection and containerization.

17  
18 Bags shall be considered full when half their capacity have been filled. They should be securely sealed to  
19 prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in  
20 gooseneck fashion. Do not seal bags with wire or cord.

21  
22 Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting  
23 secured with tape for transport to the approved disposal site.

24  
25 Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin sheeting) shall  
26 be placed into drums for disposal in lieu of polyethylene bags. Drums shall be marked to differentiate  
27 contents from those drums containing bagged material.

28  
29 After completion of all stripping work, surfaces from which asbestos containing materials have been  
30 removed such as plaster base coat or metal deck, etc., the surfaces shall be wet brushed and sponged to  
31 remove all visible residue.

### 32 33 **CEILING SYSTEM REMOVAL**

34 Remove, clean and enclose in polyethylene the ceiling mounted objects such as lights and other items that  
35 may interfere with the abatement process and were not previously cleaned and sealed off. Utilize  
36 localized spraying of amended water, or HEPA vacuums, to reduce fiber dispersal during the removal of  
37 these fixtures.

38  
39 Remove ceiling (tiles) (panels) within the regulated area carefully. If panels are to be reused, vacuum  
40 them with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned (tiles) (panels)  
41 in four (4) mil polyethylene sheeting and seal with tape. Store as designated by Owners Project  
42 Representative (preferably outside of the regulated area). If (tiles) (panels) are to be discarded it is not  
43 necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-  
44 out airlock.

45  
46 Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum  
47 and wet sponge each piece after removal from hangers. Wrap clean grid pieces in four (4) mil  
48 polyethylene sheeting and seal with tape. Store as designated by Owners Project Representative or in  
49 waste staging area if designated for disposal.

50  
51 When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos  
52 containing materials leave the system in place and clean properly following completion of abatement, as  
53 specified in the Article of this section entitled: "Cleanup Procedure."

54  
55 Remove plaster/drywall ceilings including lath, furring channel system, wire mesh, ties, clips, screws,  
56 nails and other accessory items as necessary and dispose of them as asbestos contaminated waste material.

1 As work progresses, spray ceiling materials and debris with amended water to keep wet until  
2 containerized for disposal.

### 3 4 **PIPE TUNNEL OR CRAWL SPACE REMOVAL WORK**

5 A decontamination enclosure shall be provided at the entrance to the pipe tunnel or crawl space. All  
6 requirements for regulated area entry and exit procedures and waste container pass-out procedures, as  
7 hereinbefore specified, shall apply to this work.

8  
9 All openings within the pipe tunnel or crawl space shall be sealed with four (4) mil polyethylene and tape.  
10 The existing surfaces within the space will not be required to be covered with polyethylene sheeting.

11  
12 A negative pressure system shall be required to maintain the security of the work space and the integrated  
13 decontamination enclosure.

14  
15 All loose and fallen asbestos-containing material shall be very carefully cleaned up with an industrial  
16 vacuum equipped with HEPA filter.

17  
18 After asbestos abatement work has been completed in the crawl space or pipe tunnel, all ceiling, wall and  
19 floor surfaces shall be cleaned with the HEPA equipped vacuum. All cleaned surfaces shall be sealed  
20 with an approved encapsulant.

### 21 22 **FLOORING REMOVAL**

23 Where flooring removal is specified with the use of solvents to remove flooring adhesive, the substrate  
24 shall have no adhesive residue or debris remaining. Contractor shall wash the substrate with soap and  
25 water to remove all solvent. Contractor shall be responsible for the cost of repair or replacement of any  
26 building components damaged by excessive use of solvents.

27  
28 Where flooring removal is specified without the use of solvents to remove flooring adhesive, the  
29 contractor shall diligently remove adhesive by scraping process so that all trowel marks are removed and  
30 a uniform substrate, smooth to the touch, is attained. Contractor shall coordinate with the flooring  
31 installer to insure that the remaining substrate is suitable for replacement flooring installation.

### 32 33 **SMALL SCALE - SHORT DURATION REMOVAL PROCEDURE**

34 Glovebag Method:

35  
36 All workers who are permitted to use the glovebag technique must be trained, experienced and skilled in  
37 this method.

38  
39 All tools and materials that will be required during the removal procedure, shall be placed into the tool  
40 pouch.

41  
42 Glovebag shall be installed so that it completely encompassed the surface where removal work will take  
43 place. The side seams of the glovebag shall be cut the appropriate length to accommodate a size that will  
44 fit over the removal area. The bag shall be placed in position, the edges of the bag shall be folded  
45 together and sealed with tape. All openings in the bag shall be sealed with duct tape (or equivalent  
46 material). The bottom seam of the bag must also be sealed with tape to prevent leakage.

47  
48 Workers performing asbestos removal with glovebag shall wear (as a minimum) half mask dual--cartridge  
49 HEPA--equipped respirator, and full protective clothing to protect against the possibility of accidental  
50 leakage.

51  
52 All material removed within the glovebag shall be thoroughly wetted with wetting agent, or removal  
53 encapsulant, applied with airless sprayer through the side port provided in the bag. After asbestos  
54 containing material has been removed, the exposed base surface must be thoroughly cleaned and wet  
55 wiped until all traces of asbestos-containing material is removed.

56



1 Create constant negative pressure by running a HEPA vacuum hose into bag.

2  
3 Any exposed edges of asbestos-containing that will remain after bag is removed, shall be encapsulated  
4 with a bridging encapsulant to seal the material from releasing fibers to the atmosphere. Provide neatly  
5 beveled and coated terminations where insulation terminates suitable for a butt joint with new insulation.

6  
7 In all glovebag removal settings, all doors, windows and other openings to the functional space must be  
8 sealed with a minimum of four (4) mil polyethylene sheeting. The HVAC system must be shut down.  
9 Once the area is completely sealed off, negative air pressure must be introduced to the entire functional  
10 space.

11  
12 In glove bag settings which involve small scale short duration removal the immediate area shall be  
13 prepared using the following techniques; polyethylene drop cloths (minimum 6 mil) on floor and walls in  
14 a 12 foot perimeter of the removal area, negative air machine present and running in the immediate area.  
15 Glove bag must be placed under variable negative pressure during removal stages. A centralized five  
16 stage decontamination system must be established in the building for this method of glovebag removal.

17  
18 **Mini-Enclosure Method:**

19  
20 A mini-enclosure may be built around an area which is too large for glovebag method, but is of small-  
21 scale and short duration work and would not warrant large enclosure.

22  
23 The mini-enclosure can be small enough to restrict the space to use by one worker. A small change room  
24 shall be contiguous to the mini-enclosure. The change room shall be a minimum of three (3) feet square.

25  
26 The mini-enclosure shall be constructed by affixing plastic sheeting to existing walls and covering the  
27 floor with plastic sheeting which shall extend up walls at least 24 inches and sealed with tape. If existing  
28 walls are not available, a 2 x 4 wood frame shall be constructed and two (2) layers of six (6) mil  
29 polyethylene sheeting applied to the interior side of frame to allow clean "take-down," at completion.  
30 Sheeting shall be sealed with tape.

31  
32 The change room shall be constructed of 2 x 4 wood framing to which shall be applied two (2) layers of  
33 six (6) mil polyethylene sheeting to interior side of frame and sealed with tape. The change room shall be  
34 provided with double six (6) mil polyethylene curtains at the exit and the entrance to the mini work  
35 enclosure. Both curtains in each opening shall be secured at the top and one side opposite from the other.

36  
37 A hose from a HEPA vacuum shall be extended through the wall of the Mini-Enclosure and the opening  
38 around the hose shall be sealed with tape. The HEPA vacuum shall run continuously during the time  
39 asbestos abatement work is taking place.

40  
41 All abatement work shall be conducted using the wet removal method and all debris from such work shall  
42 be bagged and disposed of as contaminated material. Upon completion, the interior surfaces of the  
43 regulated area shall be cleaned and sprayed with an encapsulant.

44  
45 Worker using the mini-enclosure method shall wear two (2) Tyvek<sup>R</sup> or equivalent disposable work suit  
46 and the appropriate HEPA filtered dual cartridge respiratory protection. Upon completion of the work  
47 and before leaving the change area, worker shall remove outer work suit and then proceed to a shower  
48 that is not contiguous with the work area.

49  
50 The polyethylene enclosure, comprising the regulated area and the change room, shall be collapsed  
51 inwardly, bagged and disposed of as contaminated material.

52  
53 **ENCAPSULATION PROCEDURES**

54 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area",  
55 hereinbefore.

1 Repair damaged and missing areas of existing materials with nonasbestos-containing substitutes.  
2 Material must adhere adequately to existing surfaces and provide an adequate base for application of  
3 encapsulating agents. Filler material shall be applied in accordance with manufacturer's recommended  
4 specifications.

5  
6 Spray apply with airless equipment with low nozzle pressure to all surfaces where asbestos is removed or  
7 surfaces containing asbestos that are to remain in place. Spray must completely encapsulate any  
8 remaining asbestos, permanently locking it in place.

9  
10 Apply a minimum of one (1) coat with coverage in strict accordance with manufacturer's  
11 recommendations. Surfaces must be dry and free of dirt, oil and dust.

### 12 **ENCLOSURE PROCEDURE**

13 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area"  
14 hereinbefore.

15  
16  
17 Spray areas that will be disturbed during the installation of hangers or other support/framing materials for  
18 the enclosure with water containing the specified surfactant. Keep these areas damp to reduce airborne  
19 fiber concentrations.

20  
21 Remove loose or hanging asbestos containing materials.

22  
23 After installation of hangers and other fixing devices and before installation of enclosure, repair damaged  
24 areas of fireproofing/thermal insulation materials as required using a nonasbestos-containing replacement  
25 material. Prepare surfaces and apply replacement material in accordance with manufacturer's  
26 recommendations.

### 27 **AIR MONITORING**

28 Daily Personal Air Monitoring (OSHA Compliance):

29  
30  
31 Daily determination of employee exposure shall be made by collecting one or more breathing  
32 zone samples that are representative of the 8-hour TWA, full-shift exposure for each employee in  
33 each regulated area; and one or more breathing zone air samples that are representative of 30-  
34 minute exposures associated with operations that are most likely to produce exposures above the  
35 excursion limit for employees in each regulated area.

36  
37 OSHA P.E.L. As required by 29CFR 1926.1101(c). Within the breathing zone of each worker  
38 category (i.e., wetter, receiver, bagger) 25% of the crew or one per job category.

39  
40 All samples collected shall be analyzed by a laboratory accredited by the American Industrial Hygiene  
41 Association.

42  
43 The Owners Project Representative has the authority to stop the abatement work under the provisions of  
44 the General Conditions of this contract at anytime the Construction Representative determines either  
45 personally or through the services of an air sampling professional that conditions are not in compliance  
46 with the specifications and applicable regulations. The stoppage of work shall continue until conditions  
47 have been corrected and corrective steps have been taken to the satisfaction of the Construction  
48 Representative. Standby time required to resolve violations shall be at the Contractor's expense.

### 49 **CLEANUP PROCEDURE**

50 Remove and containerize all visible accumulations of asbestos containing material and asbestos  
51 contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use  
52 metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to  
53 floor sheeting.  
54  
55

1 Wet clean all surfaces in the regulated area using rags, mops and sponges as appropriate. (Note: Some  
2 HEPA vacuums might not be wet-dry vacuums.)  
3

4 Prior to removing the inner layer of plastic sheeting, the sheeting shall be sprayed with an encapsulant, so  
5 that any residue remaining will be adhered to the plastic sheeting.  
6

7 Remove the cleaned inner layer of plastic sheeting from walls and floors. Windows, doors, HVAC  
8 system vents and all other openings shall remain sealed. The negative pressure ventilation units shall  
9 remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.  
10

11 Remove all containerized waste from the regulated area and waste container pass-out airlock.  
12

13 The DFD's Project Representative, DNR Representative and the Contractor shall inspect the regulated  
14 area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and  
15 the cleaning cycle shall be repeated.  
16

17 After cleaning the regulated area the Contractor may either spray the remaining barrier material with  
18 encapsulant or, wait at least 24 hours to allow fibers to settle and HEPA vacuum and wet clean all objects  
19 and surfaces in the regulated area again.  
20

21 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.  
22

### 23 **DISPOSAL PROCEDURES**

24 As the work progresses to prevent exceeding available storage capacity onsite, sealed and labelled  
25 containers of asbestos-containing waste shall be removed and transported directly to the prearranged  
26 disposal location, which must be an authorized site in accordance with regulatory requirements of  
27 NESHAP and Wisconsin Administrative Rule NR 447.13 and NR 506.10. Use of intermediate storage  
28 locations is not accepted disposal procedure. Mark vehicles used to transport asbestos-containing waste  
29 in accordance with Nr 447.12(4)(a)1 to 3. Comply with US DOT Hazardous Material regulations, 49  
30 CFR 171-180.  
31

32 The Contractor shall provide documentation in the form of a transportation and disposal manifest that will  
33 provide a chain-of-custody record of all asbestos-containing waste from project site to the disposal site.  
34 All asbestos-containing waste generated must be accounted for by these records and copies of all such  
35 records shall be delivered to the Construction Representative.  
36

#### 37 **Transportation to the Landfill:**

38  
39 Contractor shall provide an enclosed lockable waste container, consisting of a truck, trailer or  
40 dumpster, for storage and transportation of waste. The waste container shall be locked while  
41 unattended and during transportation of waste. Once bags have been removed from the regulated  
42 area, they shall be loaded directly into the waste container for transportation.  
43

44 The waste container shall be free of debris and lined with six (6) mil polyethylene sheeting to  
45 prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first  
46 and extend up the side walls. Wall sheeting shall be overlapped and taped into place.  
47

48 Drums shall be placed on level surfaces in the waste container and packed tightly together to  
49 prevent shifting and tipping. Large components shall be secured to prevent shifting and bags  
50 placed on top. Do not throw containers into waste container.  
51

52 Personnel loading asbestos containing waste shall be protected by disposable clothing including  
53 head, body and foot protection and at a minimum, half-face piece, air-purifying, dual cartridge  
54 respirators equipped with HEPA filters.  
55

1 Any debris or residue observed on containers or surfaces outside of the regulated area resulting  
2 from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum  
3 equipment and/or wet methods.  
4

5  
6 Disposal at the Landfill:  
7

8 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for  
9 unloading of the asbestos containing waste.  
10

11 Bags, drums and components shall be inspected as they are off-loaded at the disposal site.  
12 Damaged containers shall be very carefully taped shut and repacked into drums or bags as  
13 applicable.  
14

15 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of  
16 trucks (weight of wet material could rupture bags).  
17

18 Personnel off-loading containers at the disposal site shall wear protective equipment consisting of  
19 disposable head, body and foot protection and, at a minimum, half-face piece, air-purifying, dual  
20 cartridge respirators equipped with HEPA filters.  
21

22 Following the removal of all containerized waste, the truck cargo area shall be decontaminated  
23 using HEPA vacuums and wet methods to meet the no visible residue criteria. Polyethylene  
24 sheeting shall be removed and discarded along with contaminated cleaning materials and  
25 protective clothing, in bags or drums at the disposal site.  
26

#### 27 **REESTABLISHMENT OF REGULATED AREA**

28 Reestablishment of the regulated area shall occur only after completion of cleanup procedures and  
29 documentation has been performed to the satisfaction of the Project Representative.  
30

31 Resecure mounted objects removed from their former positions during area preparation activities.  
32

33 Resecure and relocate objects that were removed to temporary locations back to their original positions.  
34

35 Reestablish HVAC, mechanical and electrical systems in proper working order. Remove potentially  
36 contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminate filter  
37 assembly using HEPA vacuums and wet cleaning techniques.  
38

39  
40  
41  
42  
43  
44

END OF SECTION



**Asbestos/Lead Abatement Certification**

The apparent low bidder on any project involving asbestos and/or lead abatement activity must provide the following statement notarized and signed by an officer of the firm, before the end of the seventh calendar day after the bid opening.

**Note:** For certified statements 1-3 below: If no exceptions exist, state "None"; otherwise include project(s), date(s), description and resolution for each (attach additional sheets if necessary).

This is to certify that \_\_\_\_\_

Firm Name

- 1) has not been issued any citations by federal, state or local regulatory agencies relating to asbestos or lead abatement activity, except as follows:  
\_\_\_\_\_
- 2) has not had an asbestos or lead abatement contract terminated prior to completion, except as follows:  
\_\_\_\_\_
- 3) has not been named in any asbestos or lead related legal proceedings/claims in which the firm (or employees scheduled to participate in this project) was involved as contractor or subcontractor, except as follows:  
\_\_\_\_\_
- 4) has all employees or agents who may be exposed to airborne asbestos in excess of the OSHA PEL medically determined to be physically capable of working while wearing the respirator
- 5) will utilize only HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conforming to ANSI Z9.2-79 and that water filtration unit(s) are used in conformance with manufacturer's specifications
- 6) has notified rental agencies that rental equipment will be used in abatement areas or to transport asbestos contaminated waste, if contractor intends to use rented equipment
- 7) will utilize only NIOSH approved respiratory protective devices and that respirator fit-testing for all contractor employees and agents, who must enter the regulated area, are performed in accordance with procedures as detailed in Title 29 CFR 1926.1101, Appendix C, Qualitative and Quantitative Fit Testing Procedures
- 8) maintains a written hazard communication program indicating how the contractor plans to meet the requirements of OSHA 29 CFR 1926.59 relative to labeling, handling of material safety data sheets and training of employees.

The undersigned states that all of the above information is true and correct to the best of his/her knowledge.

Dated \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

State of Wisconsin  
County \_\_\_\_\_

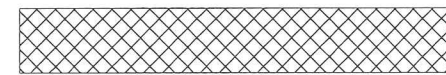
\_\_\_\_\_  
Firm Name

Signed or attested before me on \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_ County, WI  
Notary Public  
(STAMP OR SEAL) My Commission Expires \_\_\_\_\_, 20  
\_\_\_\_\_.

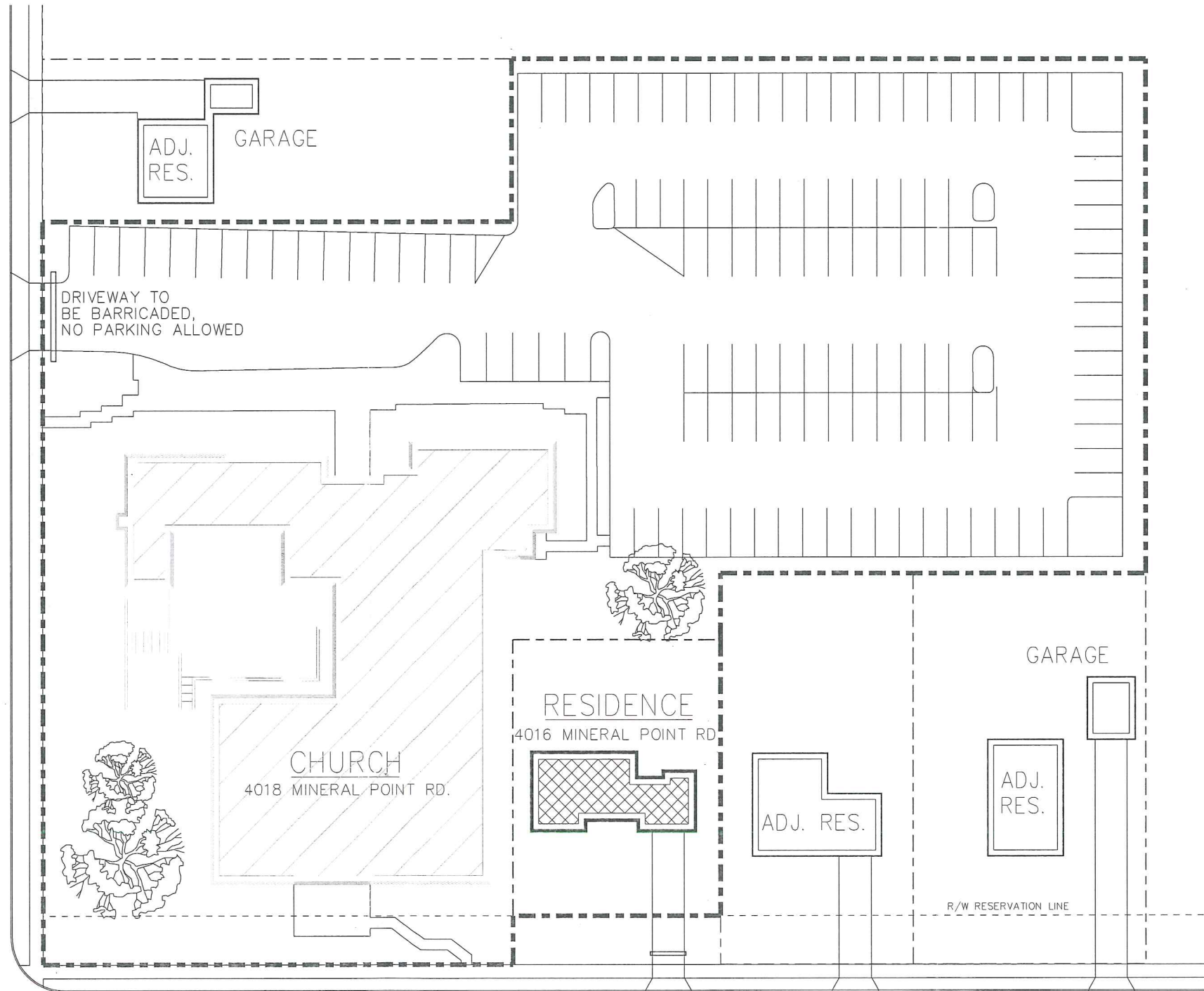


4018 MINERAL POINT ROAD  
PREVIOUSLY APPROVED CHURCH DEMOLITION  
LEGISTAR ID 35100  
PLANNING COMMISSION 08/25/2014



4016 MINERAL POINT ROAD  
ADJACENT PROPERTY PURCHASED FOR  
ADDITIONAL DEVELOPMENT POTENTIAL  
OF THE FUTURE MIDTOWN DISTRICT STATION  
REQUESTING DEMOLITION APPROVAL OF THE  
RESIDENTIAL STRUCTURE ON THIS PROPERTY

WESTMORLAND BLVD.



MINERAL POINT RD.

DRIVEWAY TO BE BARRICADED, NO PARKING ALLOWED

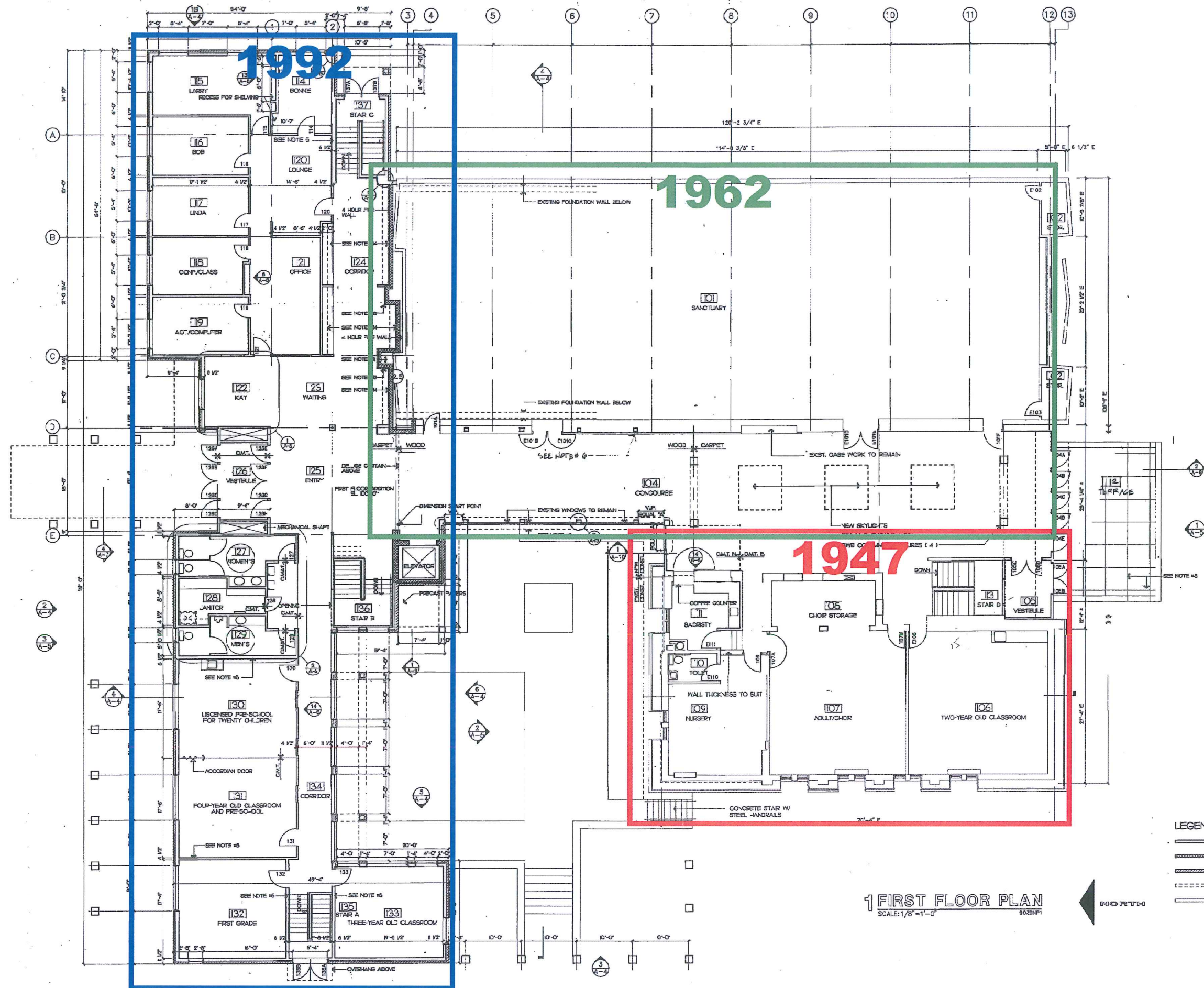
DEMOLITION SITE PLAN  
MINERAL POINT ROAD  
1" :: 50'-0"



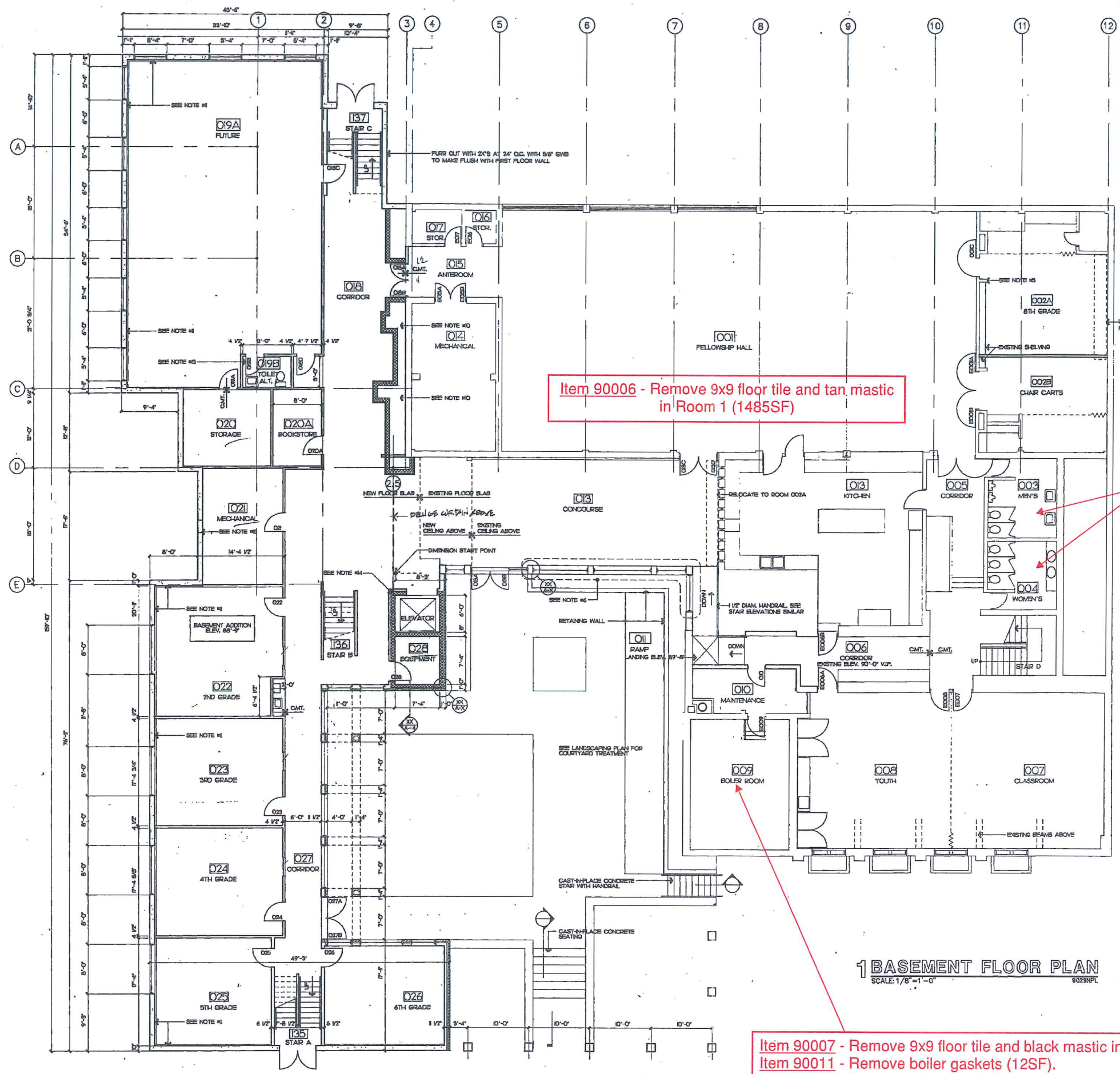
MADISON MUNICIPAL BUILDING  
PROJECT NUMBER 10129- 401-140  
CONTRACT NUMBER 7750

HAZARDOUS WASTE REMOVAL  
215 MARTIN LUTHER KING BLVD  
MADISON, WISCONSIN

SHEET







Item 90006 - Remove 9x9 floor tile and tan mastic in Room 1 (1485SF)

**1962 Building**  
 Item 90013 - Remove ceramic tile, grout, and adhesive from the walls in men's and women's south restrooms (364SF).

**1947 Building**  
 Item 90009 - Remove Aircell pipe insulation from roof drains (112LF).  
 Item 90010 - Remove three metal fire doors.

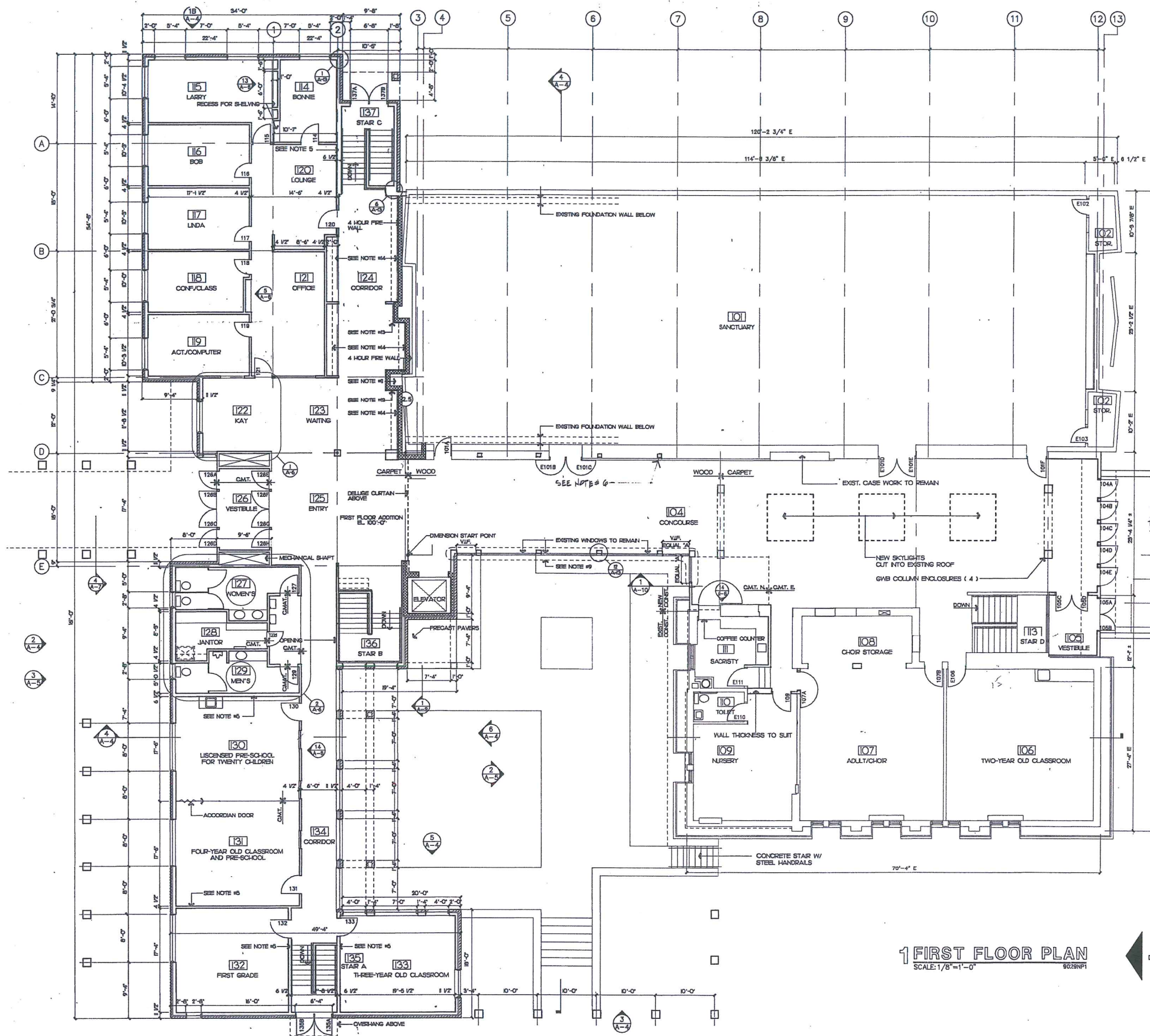
Item 90007 - Remove 9x9 floor tile and black mastic in Boiler room entrance.  
 Item 90011 - Remove boiler gaskets (12SF).  
 Item 90012 - Remove refractory in boiler (38SF).

**1 BASEMENT FLOOR PLAN**  
 SCALE: 1/8"=1'-0"

**LEGEND**

	WOOD FRAME CONSTRUCTION
	CMU CONSTRUCTION
	BRICK CONSTRUCTION
	EXISTING CONSTRUCTION TO BE REMOVED
	EXISTING CONSTRUCTION TO REMAIN
	CONCRETE FOUNDATION WALL





**1962 Building**  
 Item 90001 - Remove TSI fitting on heating and plumbing lines throughout the 1962 building, above ceilings and in the walls (estimated 530 fittings)  
 Item 90002 - Remove 9x9 floor tile and mastic in the Chapel, hallways, cafeteria, and storage room. Most is under carpet (10482SF)  
 Item 90003 - Remove cream carpet mastic in Chapel. Some of the mastic is on wood. (4860SF).

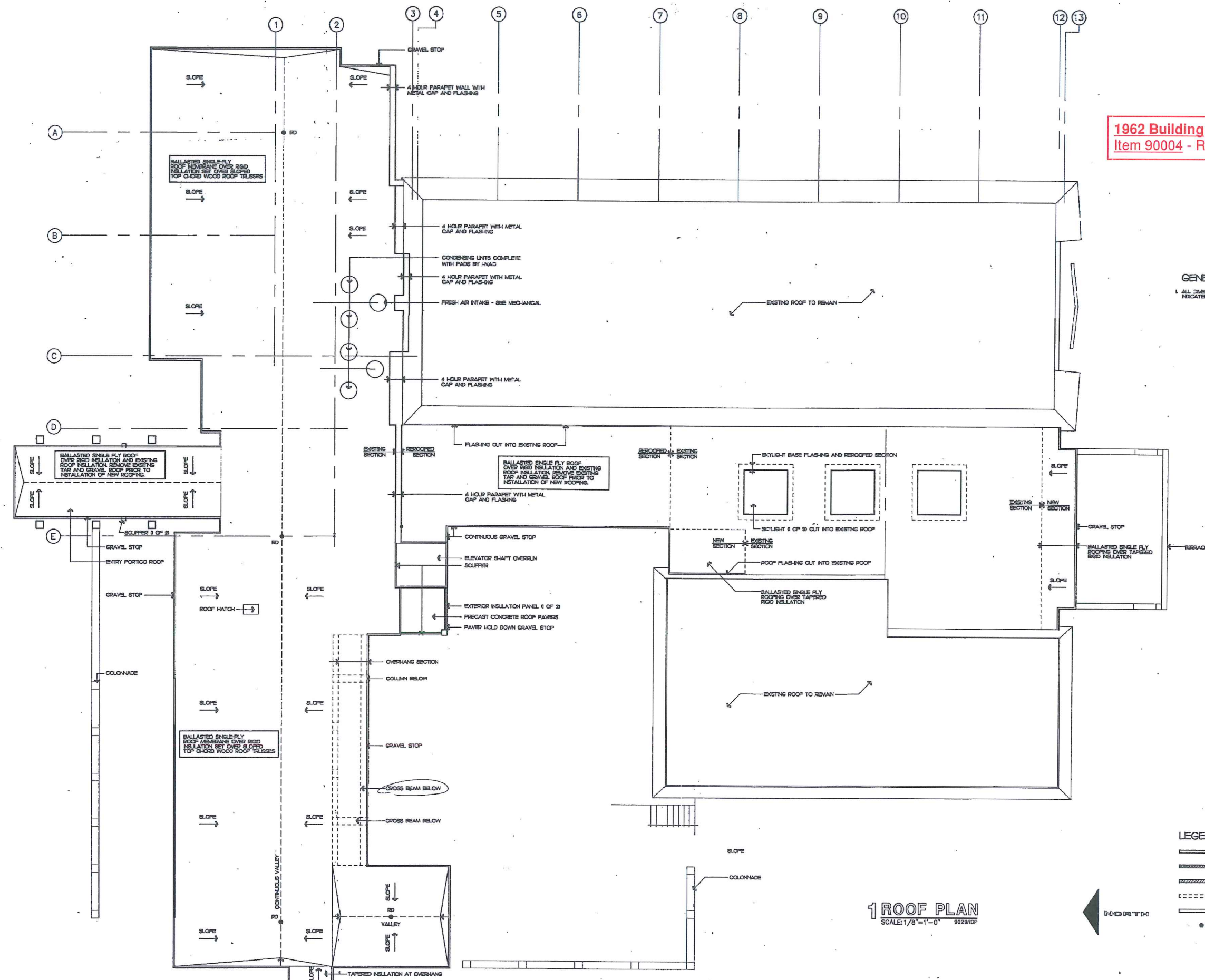
**1947 Building**  
 Item 90008 - Remove 9x9 floor tile and mastic under carpet in Room 101 (756SF).  
 Item 90014 - Remove base coat wall texture in Room 101 (780SF).

- LEGEND**
- WOOD FRAME CONSTRUCTION
  - ▨ CMU CONSTRUCTION
  - ▨ BRICK CONSTRUCTION
  - - - - - EXISTING CONSTRUCTION TO BE REMOVED
  - EXISTING CONSTRUCTION TO REMAIN

**1 FIRST FLOOR PLAN**  
 SCALE: 1/8"=1'-0"  
 8023NP1

NO. 101-101-101

**1962 Building**  
 Item 90004 - Remove roof tar flashing and paper (7288SF).



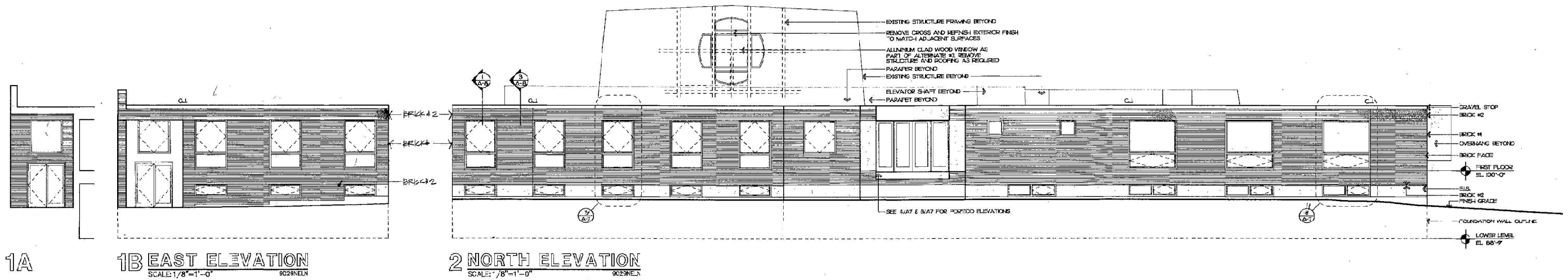
**GENERAL NOTES**  
 1. ALL DIMENSIONS ARE TO FACE OF FINISH MATERIAL UNLESS INDICATED OTHERWISE.

**LEGEND**

- WOOD FRAME CONSTRUCTION
- ▨ CMU CONSTRUCTION
- ▧ BRICK CONSTRUCTION
- - - - - EXISTING CONSTRUCTION TO BE REMOVED
- EXISTING CONSTRUCTION TO REMAIN
- RD ROOF DRAIN

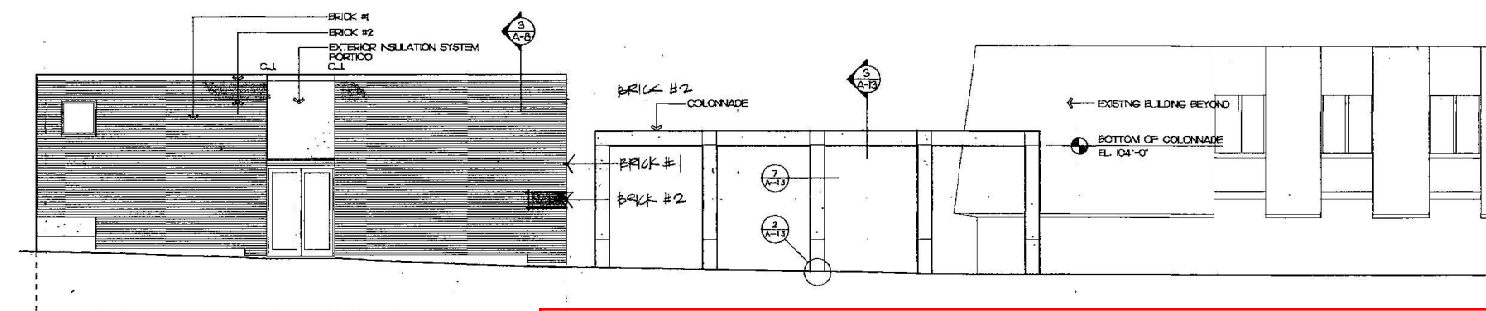
**1 ROOF PLAN**  
 SCALE: 1/8" = 1'-0" 9029RFP



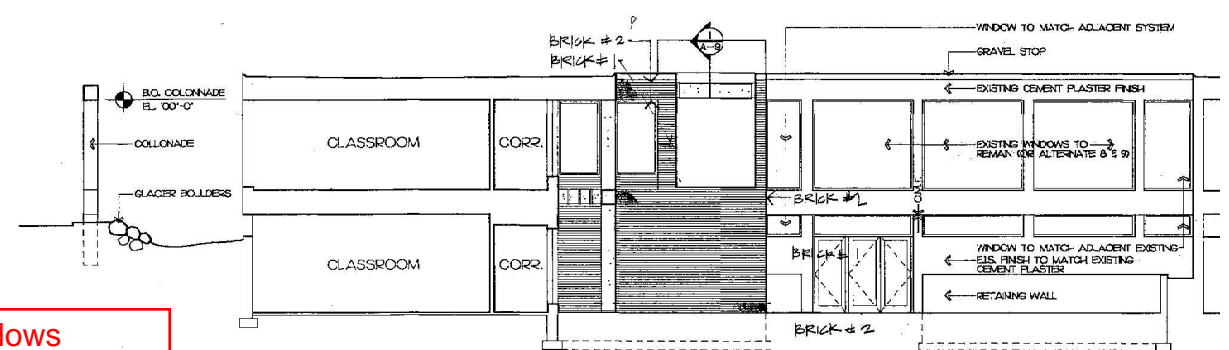


1A  
1B EAST ELEVATION  
SCALE: 1/8"=1'-0"  
9029NEL

2 NORTH ELEVATION  
SCALE: 1/8"=1'-0"  
9029NEL

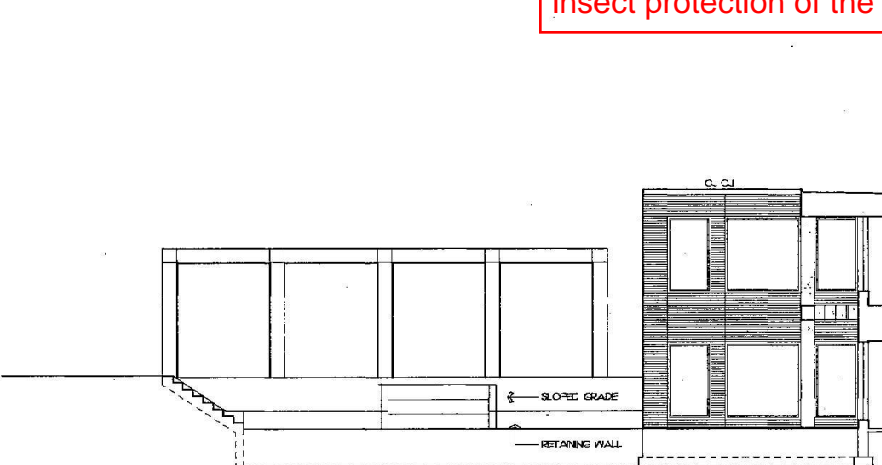


3 WEST ELEVATION  
SCALE: 1/8"=1'-0"  
9029NEL

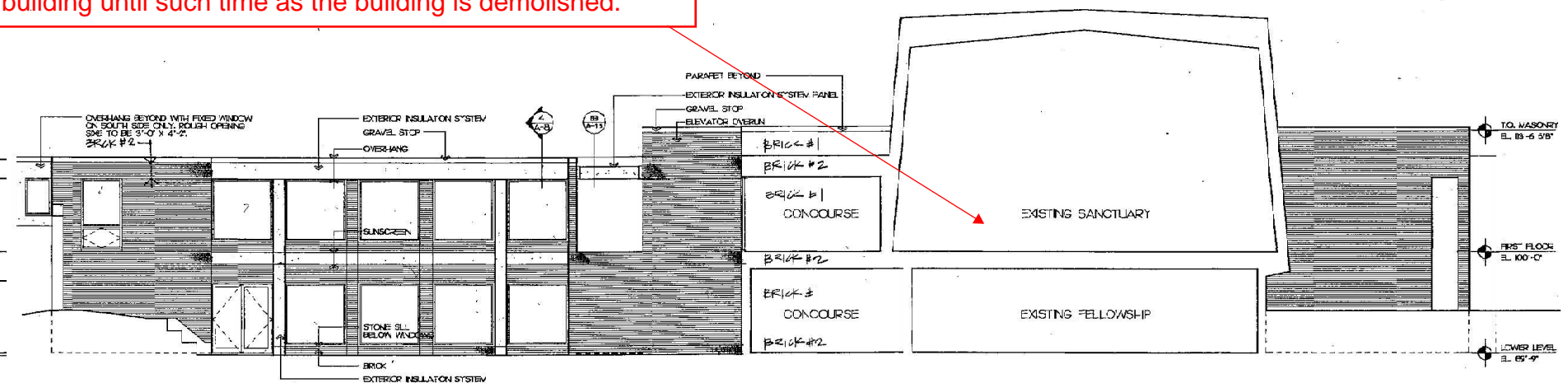


4 WEST ELEVATION  
SCALE: 1/8"=1'-0"  
9029NEL

Item 90005 - Remove exterior transite window panels under south windows (80SF). The contractor shall be required to repair any wall areas demolished for the completion of this bid item. Repairs shall be made with solid, weather proof materials and methods approved by the City Project Manager. The repair shall be installed in such a manner as to provide temporary security, weather, animal, and insect protection of the building until such time as the building is demolished.

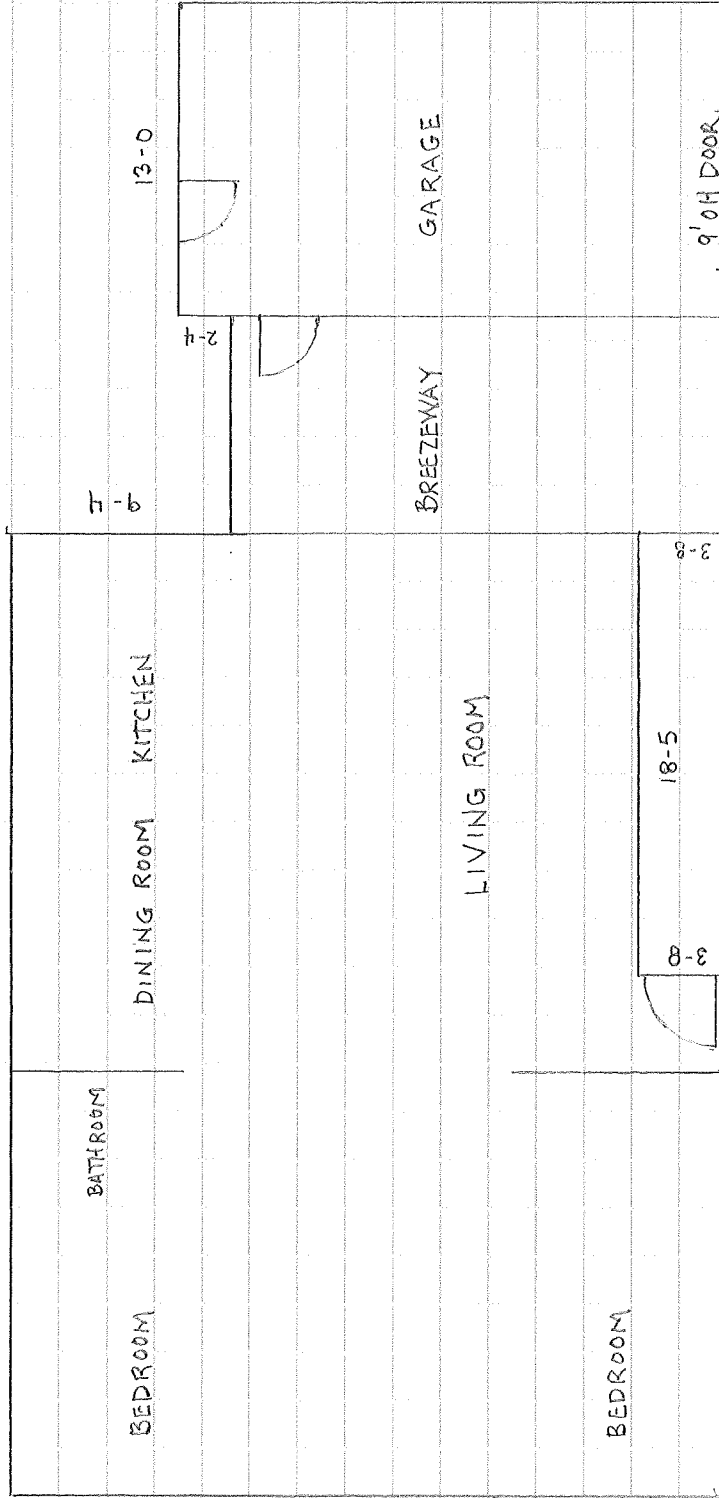


5 SECTION LOOKING WEST  
SCALE: 1/8"=1'-0"  
9029NEL



6 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"  
9029NEL

40-0



30-0

BATHROOM

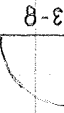
BEDROOM

DINING ROOM

KITCHEN

LIVING ROOM

BEDROOM



3-8

18-5

3-8

9-F

2-4

13-0

BREEZEWAY

GARAGE

9' OH DOOR

21-1

9-0

POLICE DEPT. MIDTOWN DISTRICT

4016 MINERAL POINT RD

1/8" = 1'-0"

POLICE DEPARTMENT MIDTOWN DISTRICT  
4018-4016 MINERAL POINT RD  
PROJECT NUMBER 10390-31-140 HAZMAT ABATEMENT  
CONTRACT NUMBER 7398  
THIS CONTRACT IS FOR THE ASBESTOS ABATEMENT AT MT OLIVE LUTHERAN AND THE PARSONAGE  
ENGINEERING ESTIMATE \$62,000

ALDER DISTRICT 11  
TIM GRUBER



NE View in Basement Showing Toilet Room on Left



SE View in Basement



SW View in Basement



NW View in Basement Showing Door to Toilet Rm



South View in Garage



North View in Garage

POLICE DEPARTMENT MIDTOWN DISTRICT HAZMAT ABATEMENT PARSONAGE



South View in Breezeway



North View in Breezeway



South View from Kitchen to Entry from Breezeway



NW View into Kitchen from Breezeway Entry

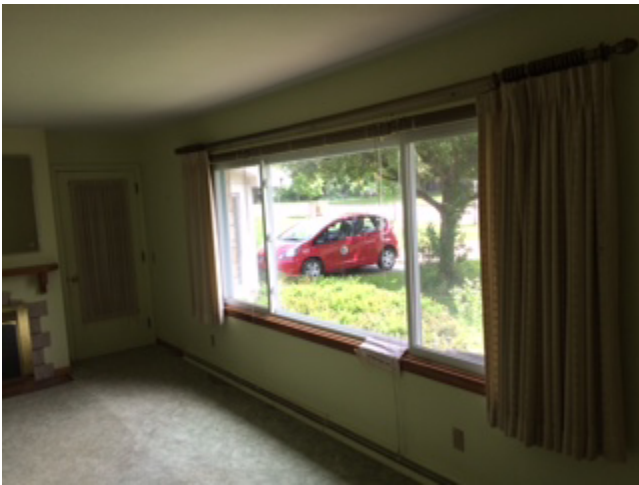


East View into Kitchen



South View from Living Room to Front Entry

POLICE DEPARTMENT MIDTOWN DISTRICT HAZMAT ABATEMENT PARSONAGE



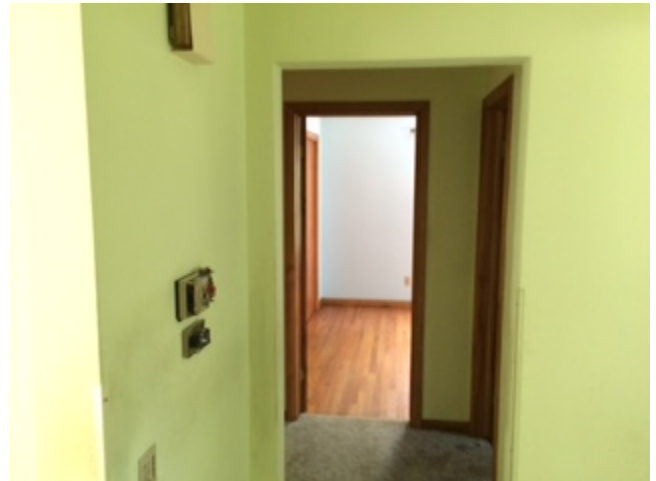
SE View in Living Room



NE View in Living Room



NE View into Dining Room



West View into NW Bedroom



Bathroom on 1<sup>st</sup> Floor



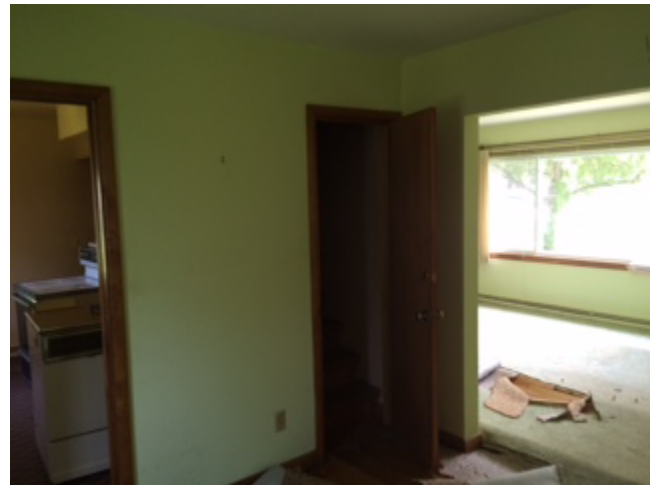
SW Bedroom



POLICE DEPARTMENT MIDTOWN DISTRICT HAZMAT ABATEMENT PARSONAGE



NE View from SW Bedroom



SE View from Dining Room



South Elevation



South Elevation



NW View of SE Corner



SE View of West Elevation

POLICE DEPARTMENT MIDTOWN DISTRICT HAZMAT ABATEMENT PARSONAGE



SW View of North Elevation



SE View of North Elevation

# A & A Environmental, Inc.

---

N4381 US Hwy 51, Poynette, WI 53955

Phone: (608) 240-1511, Mobile Phone: (608) 576-4960, Fax: (608) 635-9717

## Inspection

February 8, 2014

Randy Wiesner  
City of Madison  
210 Martin Luther King Jr. Blvd, Room 215  
Madison, WI 53703  
(608) 267-8679  
rwiesner@cityofmadison.com

RE: 4018 Mineral Point Road, Madison, WI

On January 27, and February 1, 2014 an asbestos inspection for renovation was completed on the Mt. Olive Church facility located at 4018 Mineral Point Road in Madison. The facility was divided into three different buildings as delineated in the floor plan provided by the City of Madison.

### Asbestos Inspection

Bulk samples were collected and analyzed for asbestos content by polarized light microscopy (PLM). The materials were reported >1% asbestos or are assumed to contain asbestos and must be removed prior to renovation if being disturbed:

1992 Building - bulk samples 1 through 30 - **No asbestos detected**

1962 Building - bulk samples 31 through 59 and 92:

1. **TSI fitting on heating and plumbing lines throughout the 1962 building, above ceilings and in the walls (estimated 530 fittings).**
2. **9 x 9 floor tile and mastic in the Chapel, hallways, cafeteria, and storage room. Most is under carpet (10,482 Sq Ft).**
3. **Cream carpet mastic in Chapel, some mastic is on wood (4,860 Sq Ft).**
4. **Roof tar flashing/and paper (7,288 Sq Ft).**
5. **Exterior transite window panels under south windows (80 Sq Ft).**

1947 Building - bulk samples 61 through 89 and 93 through 99:

1. **9 x 9 floor tile and tan mastic in Room 1 in basement (1,485 Sq Ft).**
2. **9 x 9 floor tile and black mastic in boiler room entrance (27 Sq Ft).**

3. 9 x 9 floor tile and mastic under carpet in Room 101 (756 Sq Ft).
4. Aircell pipe insulation from roof drains (112 Lin Ft).
5. TSI fittings on plumbing and heating lines (387 fittings).
6. Three metal fire doors (63 Sq Ft) (Assumed).
7. Gaskets in boiler (12 Sq Ft) (Assumed).
8. Refractory in boiler (38 Sq Ft) (Assumed).
9. Roof tar flashing/and paper (2,484 Sq Ft).

Please note: the TSI fittings contain amosite asbestos.

The following building materials tested <1% asbestos by PLM 400 point count These materials are to be disposed of as C/D waste or asbestos waste at an engineered landfill. These materials may not be recycled. OSHA rules apply for worker protection when completing removal work or disturbing these materials.

1992 Building - None

1962 Building - Thinset on ceramic wall tile in men's and women's south restrooms (364 Sq Ft).

1947 Building - Basecoat wall texture in Room 101 only (780 Sq Ft). Additional bulk samples were collected on February 1, 2014 in Room 101 and 102. The additional bulk samples are #95, 96, 97, and 98 were reported as no asbestos detected.

The following building materials were sampled and reported as no asbestos detected:

1992 Building - yellow carpet mastic, white calking around cabinets, drywall, drywall compound, 12 x 12 floor tile, black floor tile mastic, ceramic wall tile grout/thinset, ceramic floor tile grout/thinset, exterior door and window calk, stiar treads, yellow mastic, ceiling texture, base cove, brown base cove mastic, 2 x 4 ceiling tiles, and exterior stucco.

1962 Building - HVAC vibrations dampeners, black duct insulation, 2 x 2 ceiling tiles, 2 x 4 ceiling tiles, 12 x 12 ceiling tiles, topcoat plaster, basecoat plaster, ceramic base cove yellow glue, ceramic base cove grout, ceramic floor tile grout/thinset, drywall, drywall compound, exterior stucco, yellow carpet glue in main hallway, and exterior Chapel windows.

1947 Building - yellow carpet glue in basement hallway and Room 1, base cove, white/brown base cove mastic, 2 x 4 ceiling tile, 12 x 12 ceiling tile, window glazing, yellow wall mastic under wall carpeting, wall plaster except room 101, wall texture in Room 102, Room 101 tested trace asbestos, plaster wall board, brown window paint. 12 x12 floor tile in Room 101, yellow floor tile mastic under 12 x 12 floor tiles, exterior stucco, and exterior window calking.

**Lead-Based Paint Inspection:**

Painted surfaces were sampled for lead in paint utilizing a Niton XLP3000 x-ray fluorescence (XRF) analyzer. The readings reported <0.7 Mg/Cm<sup>2</sup> were as follows.

1992 Building - None

1962 Building - Sanctuary leaded windows

1947 Building - Wood window frames in youth room (Room #1) and boiler room metal door

**Other Hazardous Materials:**

Other building materials will need to be removed prior to renovation. These materials include the follow that were present during the lead and asbestos inspection.

- Mercury thermostat and controls
- Florescent light fixtures throughout
- CFL bulbs in storage areas
- Exit lights
- Refrigerators
- Central air conditioning units
- Computer monitors
- Microwaves

**Building Information:**

- 26,700 Total Sq Ft of Renovation Area
- 2 Stories
- 0 Living Unit
- 22, 52, and 67 Years Old
- 1 Building

A&A Environmental Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,

  
Kim Sopha

President/Inspector #AII01851

Encl

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0136638**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: A & A ENVIRONMENTAL, INC. Job# / P.O. #: 3534  
Address: N4381 US HWY 51 Date Received: 01/28/2014  
POYNETTE WI 53955 Date Analyzed: 01/30/2014  
Collected: 01/27/2014 Date Reported: 01/30/2014  
Project Name: 4018 MINERAL POINT EPA Method: EPA 600/R-93/116  
Address: Submitted By: KIM SOPHA  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0136638-001 01	RM 105	Carpet Mastic, Yellow	No	None Detected	Carbonates Quartz Binder/Filler	100%
0136638-002 02	CENTER HALLWAY	Carpet Mastic, Yellow	No	None Detected	Synthetic Fiber Carbonates Quartz Binder/Filler	<1% 99%
0136638-003 03	STAFF OFFICE	Carpet Mastic, Yellow	No	None Detected	Synthetic Fiber Carbonates Quartz Binder/Filler	1% 99%
0136638-004 04	RM 5-AROUND CABINETS	LAYER 1 Caulking, White	No	None Detected	Carbonates Quartz Binder/Filler	100%
		LAYER 2 Compound, White	No	None Detected	Cellulose Fiber Carbonates Mica Binder/Filler	<1% 99%
0136638-005 05	JANITOR CLOSET- WALL	Drywall, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica	12% 88%
0136638-006 06	JANITOR CLOSET- WALL	Drywall Compound, White/ Off White	No	None Detected	Carbonates Perlite Mica Binder/Filler	100%

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Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0136638-007 07	RM 105	Drywall, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica	12%  88%
0136638-008 08	RM 105	Drywall Compound, White/ Off White	No	None Detected	Cellulose Fiber Carbonates Perlite Mica Binder/Filler	<1%  99%
0136638-009 09	JANITOR CLOSET	12"x12" Floor Tile, White/ Gray	No	None Detected	Carbonates Quartz Binder/Filler	100%
0136638-010 10	JANITOR CLOSET	Floor Tile Mastic, Black	No	None Detected	Cellulose Fiber Carbonates Binder/Filler	2% 98%
0136638-011 11	JANITOR CLOSET	Ceramic Wall Tile Grout/ Thin Set, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	100%
0136638-012 12	BATHRM AREA	Ceramic Floor Tile Grout/ Thin Set, Blue/ Gray	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler	100%
0136638-013 13	BATHRM	Floor Tile Grout/ Thin Set, White/ Gray	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler	100%

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Project Name: 4018 MINERAL POINT EPA Method: EPA 600/R-93/116  
Address: Submitted By: KIM SOPHA  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-014 14	EAST ENTRY DOOR/WINDOW FRAME	Window Frame Caulking, White/ Off White	No	None Detected	Silicone Gypsum Carbonates Binder/Filler 100%
0136638-015 15	WEST ENTRY DOOR/WINDOW FRAME	Window Frame Caulking, White/ Off White	No	None Detected	Silicone Gypsum Carbonates Binder/Filler 100%
0136638-016 16	EAST ENTRY STAIR TREAD	Stair Tread, Gray	No	None Detected	Carbonates Binder/Filler 100%
0136638-017 17	EAST ENTRY	LAYER 1 Stair Tread Glue, Off White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Stair Tread Glue, Yellow	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%
0136638-018 18	B10	12"x12" Floor Tile, White/ Gray	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-019 19	B10	Floor Tile Mastic, Black	No	None Detected	Cellulose Fiber Carbonates Binder/Filler 3% 97%



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Address: Submitted By: KIM SOPHA  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-020 20	B10	Ceiling Texture, White/ Off White	No	None Detected	Carbonates Mica Binder/Filler 100%
0136638-021 21	B10-BATHRM	12"x12" Self Stick Floor Tile, Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-022 22	B10-BATHRM	12"x12" Self Stick Floor Tile Mastic, Yellow	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler 1% 99%
0136638-023 23	B10	Basecove, Beige	No	None Detected	Carbonates Binder/Filler 100%
0136638-024 24	B10	Basecove Mastic, Tan	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler 1% 99%
0136638-025 25	B10	Sink Mastic, Gray	No	None Detected	Cellulose Fiber Carbonates Mica Quartz Binder/Filler 10% 90%
0136638-026 26	BASEMENT HALLWAY	Carpet Mastic, Yellow	No	None Detected	Synthetic Fiber Gypsum Quartz Carbonates Binder/Filler <1% 99%

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Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-027	BASEMENT	2x4 Ceiling Tile, White/ Beige	No	None Detected	Mineral Wool 45% Cellulose Fiber 40% Carbonates Perlite Binder/Filler 15%
0136638-028	BASEMENT	Drywall, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Mica 88%
0136638-029	BASEMENT-WALL	Drywall Compound, White/ Off White	No	None Detected	Carbonates Perlite Mica Binder/Filler 100%
0136638-030	EXTERIOR	LAYER 1 Stucco-Scratch Coat, Dk. Gray	No	None Detected	Fibrous Glass <1% Carbonates Quartz Gypsum Mica 99%
		LAYER 2 Stucco-Finish Coat, White	No	None Detected	Quartz Gypsum Mica Binder/Filler 100%
0136638-031	HVAC RM	Vibration Dampener, Gray	No	None Detected	Synthetic Fiber 90% Carbonates Binder/Filler 10%
0136638-032	HVAC RM	Duct Insulation, Black	No	None Detected	Cellulose Fiber 50% Gypsum Binder/Filler 50%

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Laboratory Report  
**0136638**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

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	POYNETTE WI 53955	Date Analyzed:	01/30/2014
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Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-033 33	HVAC	LAYER 1 TSI Fitting, Beige Note: Difficult to separate adjacent layers	Yes	Chrysotile 3%	Mineral Wool 30%
		LAYER 2 TSI Fitting Coating, White/ Black	Yes	Chrysotile 20% Amosite <1%	Gypsum Diatoms Carbonates Quartz 67%
0136638-034 34	HVAC	LAYER 1 TSI Fitting, Beige	Yes	Amosite 2% Chrysotile <1%	Mineral Wool 30%
		LAYER 2 TSI Fitting Coating, White/ Black	Yes	Chrysotile 20%	Carbonates Quartz Binder/Filler 67%
0136638-035 35	UTILITY RM (ADJ TO HVAC RM)	LAYER 1 9"x9" Floor Tile, Tan	Yes	Chrysotile 12%	Carbonates Quartz Binder/Filler 88%
		LAYER 2 Mastic, Black	Yes	Chrysotile 8%	Cellulose Fiber 2%
0136638-036 36	UTILITY RM (ADJ TO HVAC RM)	LAYER 1 Mastic, Black	Yes	Chrysotile 8%	Cellulose Fiber 2%
		LAYER 2 2x2 Ceiling Tile, White/ Beige	No	None Detected	Carbonates Binder/Filler 90%
0136638-037 37	HALLWAY	LAYER 1 2x2 Ceiling Tile, White/ Beige	No	None Detected	Mineral Wool 45%
		LAYER 2 2x2 Ceiling Tile, White/ Beige	No	None Detected	Cellulose Fiber 40%
					Carbonates Perlite Binder/Filler 15%

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Laboratory Report  
**0136638**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	3534
Address:	N4381 US HWY 51	Date Received:	01/28/2014
	POYNETTE WI 53955	Date Analyzed:	01/30/2014
Collected:	01/27/2014	Date Reported:	01/30/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-038 38	HALLWAY	2x2 Ceiling Tile, White/ Beige	No	None Detected	Mineral Wool 45% Cellulose Fiber 40% Carbonates Perlite Binder/Filler 15%
0136638-039 39	HALLWAY	Top Coat Ceiling Plaster, White	No	None Detected	Cellulose Fiber <1% Carbonates Gypsum Quartz Binder/Filler 99%
0136638-040 40	HALLWAY	Base Coat Ceiling Plaster, Dk. Gray	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
0136638-041 41	HALLWAY BATHRM	Ceramic Cove Base Glue, Yellow	No	None Detected	Gypsum Quartz Carbonates Binder/Filler 100%
0136638-042 42	HALLWAY BATHRM	Ceramic Floor Tile Grout/ Thin Set, Gray	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
0136638-043 43	BASEMENT OLD CAFETERIA	12"x12" Spline Ceiling Tile, White / Tan	No	None Detected	Cellulose Fiber 90% Carbonates Binder/Filler 10%

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0136638**

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Client: A & A ENVIRONMENTAL, INC.	Job# / P.O. #: 3534
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Project Name: 4018 MINERAL POINT	EPA Method: EPA 600/R-93/116
Address:	Submitted By: KIM SOPHA
	Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-044 44	BASEMENT OLD CAFETERIA	2x2 Ceiling Tile, White/ Beige	No	None Detected	Mineral Wool 50% Cellulose Fiber 30% Carbonates Perlite Binder/Filler 20%
0136638-045 45	BASEMENT OLD CAFETERIA	9"x9" Floor Tile, Tan	Yes	Chrysotile 12%	Carbonates Quartz Binder/Filler 88%
0136638-046 46	BASEMENT OLD CAFETERIA	LAYER 1 9"x9" Floor Tile Mastic, Black	Yes	Chrysotile 5%	Cellulose Fiber 2%
		LAYER 2 Carpet Mastic, Black/ Yellow	No	None Detected	Carbonates Binder/Filler 93% Synthetic Fiber 1% Carbonates Quartz Binder/Filler 99%
0136638-047 47	BASEMENT OLD CAFETERIA	Top Coat Wall Plaster, White/ Lt. Gray	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0136638-048 48	BASEMENT OLD CAFETERIA	Base Coat Wall Plaster, Beige	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
0136638-049 49	BASEMENT BATHRM	Drywall, White/ Brown	No	None Detected	Cellulose Fiber 12%
					Gypsum Carbonates Mica 88%

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Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-050 50	BASEMENT BATHRM	Drywall Compound, White	No	None Detected	Cellulose Fiber <1%  Carbonates Perlite Mica Binder/Filler 99%
0136638-051 51	BASEMENT BATHRM	Ceramic Wall Tile Grout, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-052 52	BASEMENT BATHRM	Wall Tile Thin Set, Beige	Yes	Chrysotile 0.5%	Carbonates Quartz Gypsum Mica Binder/Filler 99.5%
<b>400 Pt. POINT COUNT</b>					
0136638-053 53	BASEMENT BATHRM	Ceramic Floor Tile Grout, Gray	No	None Detected	Cellulose Fiber <1%  Carbonates Quartz Gypsum Binder/Filler 99%
0136638-054 54	BASEMENT KITCHEN	LAYER 1 Ceramic Floor Tile Grout, Gray Note: Very small amount of sample	No	None Detected	Carbonates Quartz Gypsum Binder/Filler 100%
		LAYER 2 Thin Set, White Note: Very small amount of sample	No	None Detected	Carbonates Quartz Binder/Filler 100%

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Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-055 55	MAIN CHAPEL - WALL	Plaster-Top Coat, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0136638-056 56	MAIN CHAPEL - WALL	Plaster-Base Coat, Off White	No	None Detected	Gypsum Quartz Carbonates Mica Binder/Filler 100%
0136638-057 57	MAIN CHAPEL	9"x9" Floor Tile, Beige	Yes	Chrysotile 12%	Carbonates Quartz Binder/Filler 88%
0136638-058 58	MAIN CHAPEL	9"x9" Floor Tile Mastic, Black Note: Very small amount of mastic	Yes	Chrysotile 5%	Carbonates Binder/Filler 95%
0136638-059 59	MAIN CHAPEL	Carpet Glue, Cream	Yes	Chrysotile 2%	Synthetic Fiber Carbonates Quartz Binder/Filler <1% 97%
0136638-060 60	NO SAMPLE	Note: NO SAMPLE SUBMITTED			
0136638-061 61	BASEMENT RM #1	Carpet Glue, Yellow	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%

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	POYNETTE WI 53955	Date Analyzed:	01/30/2014
Collected:	01/27/2014	Date Reported:	01/30/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-062 62	BASEMENT RM #1	9"x9" Floor Tile, Beige	Yes	Chrysotile 15%	Carbonates Quartz Binder/Filler 85%
0136638-063 63	BASEMENT RM #1	Mastic, Tan Note: Difficult to separate adjacent layers	Yes	Chrysotile 3%	Carbonates Quartz Binder/Filler 97%
0136638-064 64	BASEMENT RM #1	Basecove, Tan	No	None Detected	Carbonates Binder/Filler 100%
0136638-065 65	BASEMENT RM #1	LAYER 1 Basecove Mastic, White	No	None Detected	Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%
		LAYER 2 Basecove Mastic, Dk. Brown	No	None Detected	Gypsum Quartz Carbonates Binder/Filler 100%
0136638-066 66	BASEMENT RM #1	2x4 Ceiling Tile, White/ Gray	No	None Detected	Cellulose Fiber 45% Mineral Wool 40% Carbonates Perlite Binder/Filler 15%
0136638-067 67	BASEMENT RM #1	Window Glazing, Gray	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-068 68	BASEMENT RM #1	Wall Mastic, Yellow	No	None Detected	Synthetic Fiber <1% Carbonates Binder/Filler 99%



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Collected:	01/27/2014	Date Reported:	01/30/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-069 69	BASEMENT RM #1	12"x12" Ceiling Tile, White/ Brown	No	None Detected	Cellulose Fiber 90% Gypsum Binder/Filler 10%
0136638-070 70	BASEMENT RM #1	LAYER 1 Plaster-Top Coat, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Paint, White Note: Difficult to separate adjacent layers	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0136638-071 71	BASEMENT RM #1	Plaster-Base Coat, White	No	None Detected	Gypsum Perlite Carbonates Quartz Binder/Filler 100%
0136638-072 72	BASEMENT BOILER RM	TSI Fittings, Beige	Yes	Chrysotile 5% Amosite 2%	Mineral Wool 40% Carbonates Gypsum Mica Binder/Filler 53%
0136638-073 73	BASEMENT BOILER RM	12"x12" Ceiling Tile, Lt. Brown	No	None Detected	Cellulose Fiber 95% Gypsum 5%
0136638-074 74	BASEMENT BOILER RM	9"x9" Floor Tile, Beige	Yes	Chrysotile 12%	Carbonates Quartz Binder/Filler 88%

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Collected: 01/27/2014 Date Reported: 01/30/2014  
Project Name: 4018 MINERAL POINT EPA Method: EPA 600/R-93/116  
Address: Submitted By: KIM SOPHA  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-075 75	BASEMENT BOILER RM	9"x9" Floor Tile Mastic, Black	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
0136638-076 76	RM 101	9"x9" Floor Tile, White	Yes	Chrysotile 10%	Non-Fibrous Tremolite 5% Carbonates Quartz Binder/Filler 85%
0136638-077 77	RM 101	9"x9" Floor Tile Mastic, Black	Yes	Chrysotile 5%	Cellulose Fiber 2% Carbonates Binder/Filler 93%
0136638-078 78	RM 101	Sink Mastic, Pink	No	None Detected	Carbonates Mica Binder/Filler 100%
0136638-079 79	RM 101	2x2 Ceiling Tile, White/ Beige	No	None Detected	Mineral Wool 45% Cellulose Fiber 40% Carbonates Perlite Binder/Filler 15%
0136638-080 80	RM 101	Wall Texture Top Coat, Beige	No	None Detected	Carbonates Gypsum Mica Binder/Filler 100%
0136638-081 81	RM 101	Wall Texture Base Coat, Gray Note: Tremolite Properties Consistent with Winchite	Yes	Tremolite 0.9%	Cellulose Fiber 1.1% Gypsum Carbonates Mica Binder/Filler 98.0%

400 Pt. POINT COUNT

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Collected:	01/27/2014	Date Reported:	01/30/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0136638-082 82	RM 101	Plaster Wall Board, White / Tan	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica	12%  88%
0136638-083 83	RM 102	LAYER 1 Window Glazing, Beige	No	None Detected	Carbonates Quartz Binder/Filler	100%
		LAYER 2 Paint, Brown	No	None Detected	Carbonates Quartz Binder/Filler	100%
0136638-084 84	RM 101	Sink Mastic, White	No	None Detected	Carbonates Mica Binder/Filler	100%
0136638-085 85	RM 101	12"x12" Floor Tile-Top Layer, Beige	No	None Detected	Carbonates Quartz Binder/Filler	100%
0136638-086 86	RM 101	12"x12" Floor Tile Mastic, Yellow	No	None Detected	Carbonates Quartz Binder/Filler	100%

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POYNETTE WI 53955 Date Analyzed: 01/30/2014  
Collected: 01/27/2014 Date Reported: 01/30/2014  
Project Name: 4018 MINERAL POINT EPA Method: EPA 600/R-93/116  
Address: Submitted By: KIM SOPHA  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-087 87	EXTERIOR-BLDG 1947	LAYER 1 Ext. Stucco, Off White	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
		LAYER 2 Paint, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-088 88	EXTERIOR WINDOW	Caulking, Beige	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-089 89	SOUTH EXTERIOR (CHAPEL BLDG)	Transite Panel, Gray	Yes	Chrysotile 15%	Carbonates Gypsum Quartz Binder/Filler 85%
0136638-090 90	SOUTH EXTERIOR (CHAPEL BLDG)	Window Caulking, White	No	None Detected	Silicone Carbonates Quartz Binder/Filler 100%

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Laboratory Report

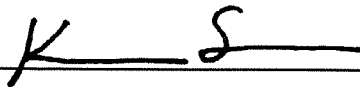
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Collected:	01/27/2014	Date Reported:	01/30/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136638-091 91	EXTERIOR- CHAPEL BLDG	LAYER 1 Top Coat Stucco, Beige	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
		LAYER 2 Paint, Off White	No	None Detected	Carbonates Quartz Binder/Filler 100%
0136638-092 92	EXTERIOR- CHAPEL BLDG	Base Coat Stucco, Beige	No	None Detected	Carbonates Quartz Gypsum Mica Binder/Filler 100%
0136638-093 93	1962-1947 BLDGS	Flashing Tar, Black	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
0136638-094 94	1962-1947 BLDGS	Roofing Paper, Black	Yes	Chrysotile 5%	Fibrous Glass 30% Carbonates Binder/Filler 65%



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimates and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

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Laboratory Report

0136796

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	A & A ENVIRONMENTAL, INC.	Job# / P.O. #:	AA3534
Address:	N4381 US HWY 51	Date Received:	02/03/2014
	POYNETTE WI 53955	Date Analyzed:	02/04/2014
Collected:	02/01/2014	Date Reported:	02/04/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0136796-001 95	RM 101 WEST WALL	Wall Texture-Top Coat, White	No	None Detected	Talc Carbonates Gypsum Mica Binder/Filler 99%
0136796-002 96	RM 101 WEST WALL	Wall Texture-Base Coat, Gray	No	None Detected	Cellulose Fiber Carbonates Mica Gypsum Binder/Filler 99%
0136796-003 97	RM 102 NORTH WALL	Wall Texture-Top Coat, White	No	None Detected	Talc Carbonates Gypsum Mica Binder/Filler 99%
0136796-004 98	RM 102 NORTH WALL	Wall Texture-Base Coat, Gray	No	None Detected	Cellulose Fiber Carbonates Mica Gypsum Binder/Filler 99%
0136796-005 99	OVER STUCCO	Foundation Mastic, Black	No	None Detected	Fibrous Glass Gypsum Quartz Binder/Filler 99%

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Laboratory Report

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NVLAP#101926-0

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Address:	N4381 US HWY 51	Date Received:	02/03/2014
	POYNETTE WI 53955	Date Analyzed:	02/04/2014
Collected:	02/01/2014	Date Reported:	02/04/2014
Project Name:	4018 MINERAL POINT	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KIM SOPHA
		Collected By:	

Lab ID	Sample	Layer Name /	Asbestos	Asbestos Type	Non-Asbestos
Client ID	Location	Sample Description	Detected	(%)	Constituents



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

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# A & A Environmental, Inc.

N4381 US Hwy 51 • Poynette, WI 53955  
 Phone: (608) 240-1511 • Mobile Phone: (608) 576-4960 • Pager: (608) 275-5377  
 Fax: (608) 635-9717

CLIENT:	City Of Madison	AA ENV #:	AA3534
LOCATION:	4018 Miner Point Rd	SITE DATE	1/27/14
SAMPLE TYPE:	Paint	INSPECTOR	Kim Sopha

Index	Component	Substrate	Side	Condition	Color	Floor	Room	Results	PbC
1									4.41
2			CAL					Positive	1
3			CAL					Positive	1.1
4			CAL					Positive	0.9
5	WALL	PLASTER	A	INTACT	WHITE	1st	sanctuary	Negative	0
6	WALL	PLASTER	B	INTACT	WHITE	1st	sanctuary	Negative	0
7	WALL	PLASTER	C	INTACT	WHITE	1st	sanctuary	Negative	0.01
8	WALL	PLASTER	D	INTACT	WHITE	1st	sanctuary	Negative	0
9	WALL	CONCRETE		INTACT	WHITE	1st	sanctuary	Negative	0
10	CEILING	CONCRETE		INTACT	WHITE	1st	sanctuary	Null	0
11	CEILING	CONCRETE		INTACT	WHITE	1st	sanctuary	Negative	0
12	WINDOW	WOOD	A	INTACT	WHITE	1st	sanctuary	Negative	0.01
13	WINDOW	METAL	A	INTACT	WHITE	1st	sanctuary	Positive	40.9
14	WALL	PLASTER	D	INTACT	WHITE	1st	main hall	Negative	0.01
15	WALL	PLASTER	A	INTACT	WHITE	1st	main hall	Negative	0
16	WALL	PLASTER	B	INTACT	WHITE	1st	main hall	Negative	0
17	WALL	PLASTER	C	INTACT	WHITE	1st	main hall	Negative	0
18	CEILING	PLASTER		INTACT	WHITE	1st	main hall	Negative	0.02
19	WALL	PLASTER	B	INTACT	WHITE	1st	101	Negative	0
20	WALL	CONCRETE	C	INTACT	WHITE	1st	101	Negative	0
21	WINDOW	WOOD	B	INTACT	WHITE	1st	101	Negative	0.03
22	WINDOW	WOOD	B	INTACT	WHITE	1st	101	Negative	0.25
23	WINDOW	METAL	B	INTACT	WHITE	1st	101	Negative	0.02
24	DOOR	METAL	D	INTACT	BROWN	1st	101	Negative	0.09
25	DOOR	METAL	D	INTACT	BROWN	1st	102	Negative	0.08
26	WALL	CONCRETE	D	INTACT	WHITE	1st	102	Negative	0
27	WALL	CONCRETE	A	INTACT	WHITE	1st	102	Negative	0.02
28	WALL	PLASTER	B	INTACT	WHITE	1st	102	Negative	0
29	WALL	PLASTER	C	INTACT	WHITE	1st	102	Negative	0
30	WALL	PLASTER	D	INTACT	WHITE	1st	102	Negative	0
31	WALL	CONCRETE	C	INTACT	WHITE	1st	102	Negative	0
32	WINDOW	WOOD	C	INTACT	BROWN	1st	102	Negative	0.02



# A & A Environmental, Inc.

N4381 US Hwy 51 • Poynette, WI 53955  
 Phone: (608) 240-1511 • Mobile Phone: (608) 576-4960 • Pager: (608) 275-5377  
 Fax: (608) 635-9717

CLIENT:	City Of Madison	AA ENV #:	AA3534
LOCATION:	4018 Miner Point Rd	SITE DATE	1/27/14
SAMPLE TYPE:	Paint	INSPECTOR	Kim Sopha

33	WINDOW	WOOD	C	INTACT	BROWN	1st	102	Negative	0.18
34	WINDOW	METAL	C	INTACT	BROWN	1st	102	Negative	0.01
35	DOOR	WOOD	C	INTACT	BROWN	1st	102	Negative	0
36	DOOR	WOOD	D	INTACT	BROWN	1st	103	Negative	0.01
37	WALL	PLASTER	A	INTACT	WHITE	1st	break room	Negative	0
38	WALL	PLASTER	B	INTACT	WHITE	1st	break room	Negative	0
39	WALL	PLASTER	C	INTACT	WHITE	1st	break room	Negative	0
40	WALL	PLASTER	D	INTACT	WHITE	1st	break room	Negative	0
41	DOOR	WOOD	D	INTACT	BROWN	1st	break room	Negative	0.01
42	DOOR	WOOD	A	INTACT	BROWN	1st	break room	Negative	0
43	CEILING	WOOD		INTACT	WHITE	1st	break room	Negative	0
44	WINDOW	WOOD	C	INTACT	BROWN	1st	break room	Negative	0.01
45	WINDOW	WOOD	C	INTACT	BROWN	1st	break room	Negative	0.04
46	WINDOW	WOOD	C	INTACT	BROWN	1st	break room	Negative	0.01
47	WALL	CONCRETE	D	INTACT	WHITE	B	11	Negative	0
48	WALL	CONCRETE	B	INTACT	WHITE	B	11	Negative	0
49	WALL	CONCRETE	C	INTACT	WHITE	B	11	Negative	0
50	DOOR	METAL	C	INTACT	WHITE	B	11	Negative	0
51	DOOR	WOOD	D	INTACT	BROWN	B	11	Negative	0
52	DOOR	WOOD	D	INTACT	BROWN	B	11	Negative	0
53	DOOR	WOOD	D	INTACT	BROWN	B	11	Negative	0
54	DOOR	WOOD	A	INTACT	BROWN	B	11	Negative	0
55	WALL	CONCRETE	C	INTACT	WHITE	B	cafeteria	Negative	0
56	WALL	PLASTER	D	INTACT	WHITE	B	cafeteria	Null	0
57	WALL	PLASTER	D	INTACT	WHITE	B	cafeteria	Negative	0
58	WALL	PLASTER	B	INTACT	WHITE	B	cafeteria	Negative	0
59	WALL	DRYWALL	B	INTACT	GREY	B	cafeteria	Negative	0
60	WALL	DRYWALL	A	INTACT	GREY	B	cafeteria	Negative	0
61	WALL	CONCRETE	B	INTACT	YELLOW	B	STORE ROOM W	Negative	0
62	WALL	PLASTER	D	INTACT	YELLOW	B	STORE ROOM W	Negative	0
63	WALL	DRYWALL	D	INTACT	WHITE	B	STORE ROOM W	Negative	0
64	WALL	CONCRETE	A	INTACT	WHITE	B	STORE ROOM W	Negative	0
65	WALL	CONCRETE	A	INTACT	PURPLE	B	STORE ROOM E	Negative	0.01
66	WALL	CONCRETE	C	INTACT	PURPLE	B	STORE ROOM E	Negative	0.01

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CLIENT:	City Of Madison	AA ENV #:	AA3534
LOCATION:	4018 Miner Point Rd	SITE DATE	1/27/14
SAMPLE TYPE:	Paint	INSPECTOR	Kim Sopha

67	WALL	CONCRETE	D	INTACT	PURPLE	B	STORE ROOM E	Negative	0
68	WALL	DRYWALL	B	INTACT	PURPLE	B	STORE ROOM E	Negative	0
69	DOOR	WOOD	C	INTACT	BROWN	B	STORE ROOM E	Negative	0
70	WALL	CONCRETE	A	INTACT	GREY	B	KITCHEN	Negative	0.12
71	WALL	DRYWALL	B	INTACT	GREY	B	KITCHEN	Negative	0.04
72	WALL	PLASTER	C	INTACT	GREY	B	KITCHEN	Negative	0.02
73	WALL	CONCRETE	D	INTACT	GREY	B	KITCHEN	Negative	0.04
74	DOOR	WOOD	D	INTACT	BROWN	B	KITCHEN	Negative	0.01
75	DOOR	PLASTER	D	INTACT	WHITE	B	S HALL	Negative	0
76	DOOR	PLASTER	C	INTACT	WHITE	B	S HALL	Negative	0
77	DOOR	CONCRETE	D	INTACT	WHITE	B	S HALLMENS	Negative	0.02
78	DOOR	PLASTER	A	PEELING	WHITE	B	S HALLMENS	Negative	0.01
79	DOOR	CONCRETE	B	INTACT	WHITE	B	S HALLMENS	Negative	0.02
80	DOOR	CONCRETE	C	INTACT	WHITE	B	S HALLMENS	Negative	0.02
81	WALL	PLASTER	D	INTACT	WHITE	B	YOUTH ROOM	Negative	0
82	WALL	PLASTER	A	POOR	WHITE	B	YOUTH ROOM	Negative	0
83	WALL	PLASTER	B	FAIR	WHITE	B	YOUTH ROOM	Negative	0
84	WALL	CONCRETE	C	INTACT	WHITE	B	YOUTH ROOM	Negative	0
85	WINDOW	WOOD	B	INTACT	WHITE	B	YOUTH ROOM	Negative	0.05
86	WINDOW	WOOD	B	INTACT	WHITE	B	YOUTH ROOM	Positive	3.9
87	WINDOW	WOOD	B	INTACT	WHITE	B	YOUTH ROOM	Positive	3.3
88	WALL	DRYWALL	D	INTACT	GREEN	B	EQUIP	Negative	0
89	WALL	DRYWALL	A	INTACT	GREEN	B	EQUIP	Negative	0
90	WALL	CONCRETE	B	INTACT	WHITE	B	EQUIP	Negative	0
91	WALL	CONCRETE	C	INTACT	WHITE	B	EQUIP	Negative	0.04
92	DOOR	METAL	B	INTACT	BROWN	B	EQUIP	Positive	2.9
93	WALL	CONCRETE	D	INTACT	WHITE	B	EQUIP	Null	0
94	WALL	CONCRETE	D	INTACT	WHITE	B	EQUIP	Negative	0
95	WALL	CONCRETE	D	INTACT	WHITE	B	BOILER	Negative	0.01
96	WALL	CONCRETE	D	INTACT	GREEN	B	BOILER	Null	0
97	WALL	CONCRETE	D	INTACT	GREEN	B	BOILER	Negative	0.22
98	FLOOR	CONCRETE	D	INTACT	GREY	B	EQUIP	Negative	0.01
99	WALL	DRYWALL	A	INTACT	WHITE	B	HALL N	Negative	0.01
100	WALL	DRYWALL	B	INTACT	WHITE	B	HALL N	Negative	0

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CLIENT:	City Of Madison	AA ENV #:	AA3534
LOCATION:	4018 Miner Point Rd	SITE DATE	1/27/14
SAMPLE TYPE:	Paint	INSPECTOR	Kim Sopha

101	WALL	DRYWALL	D	INTACT	WHITE	B	HALL N	Negative	0
102	WALL	DRYWALL	C	INTACT	WHITE	B	HALL N	Negative	0
103	DOOR	METAL	B	INTACT	WHITE	B	HALL N	Negative	0
104	DOOR	METAL	B	INTACT	BROWN	B	HALL N	Negative	0.07
105			CAL					Positive	1
106			CAL					Positive	1.3
107			CAL					Positive	1
108	WALL	STUCO	A		WHITE	EXT		Negative	0
109	WALL	STUCO	B		WHITE	EXT		Negative	0
110	WALL	STUCO	D		WHITE	EXT		Negative	0.01
111	WALL	STUCO	C		WHITE	EXT		Null	0.04
112	WINDOW	WOOD	C		BROWN	EXT		Negative	0.22
113	WINDOW	WOOD	C		BROWN	EXT		Negative	0.15
114	GRATES	WOOD	C		BROWN	EXT		Negative	0.4
115	GRATES	WOOD	C		BROWN	EXT		Negative	0.17
116			CAL					Null	0.9
117			CAL					Positive	1
118			CAL					Positive	1
119			CAL					Positive	1

# A & A Environmental, Inc.

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N4381 US Hwy 51, Poynette, WI 53955

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## Mold Inspection

February 8, 2014

Randy Wiesner  
City of Madison  
210 Martin Luther King Jr. Blvd, Room 215  
Madison, WI 53703  
(608) 267-8679  
rwiesner@cityofmadison.com

RE: 4018 Mineral Point Road, Madison, WI

On January 27, and February 1, 2014 a mold investigation was performed on the Mt. Olive Church facility located at 4018 Mineral Point Road in Madison.

The following areas were determined to have water damage that could potentially lead or has led to mold growth.

### Room 101 First floor:

The musty smell in this room could be attributed to the lack of air flow. There are plastic sheets hung on all walls and floors sealing in any moisture caused by condensation on the walls. The heating unit for the room also had the lower grates covered by a heavy linen sheet preventing proper air flow as seen in the picture below.



The plastic sheeting should be removed to allow the room to breathe and to allow for proper air circulation. The vent should not be covered.

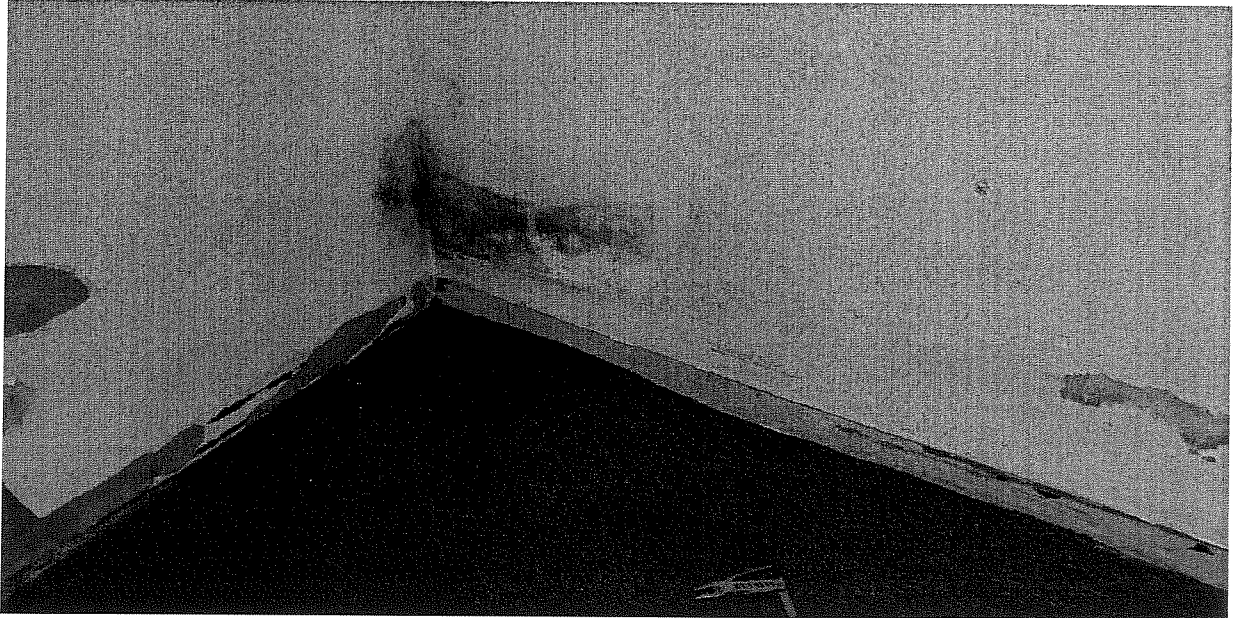
#### Room 1 (youth room)

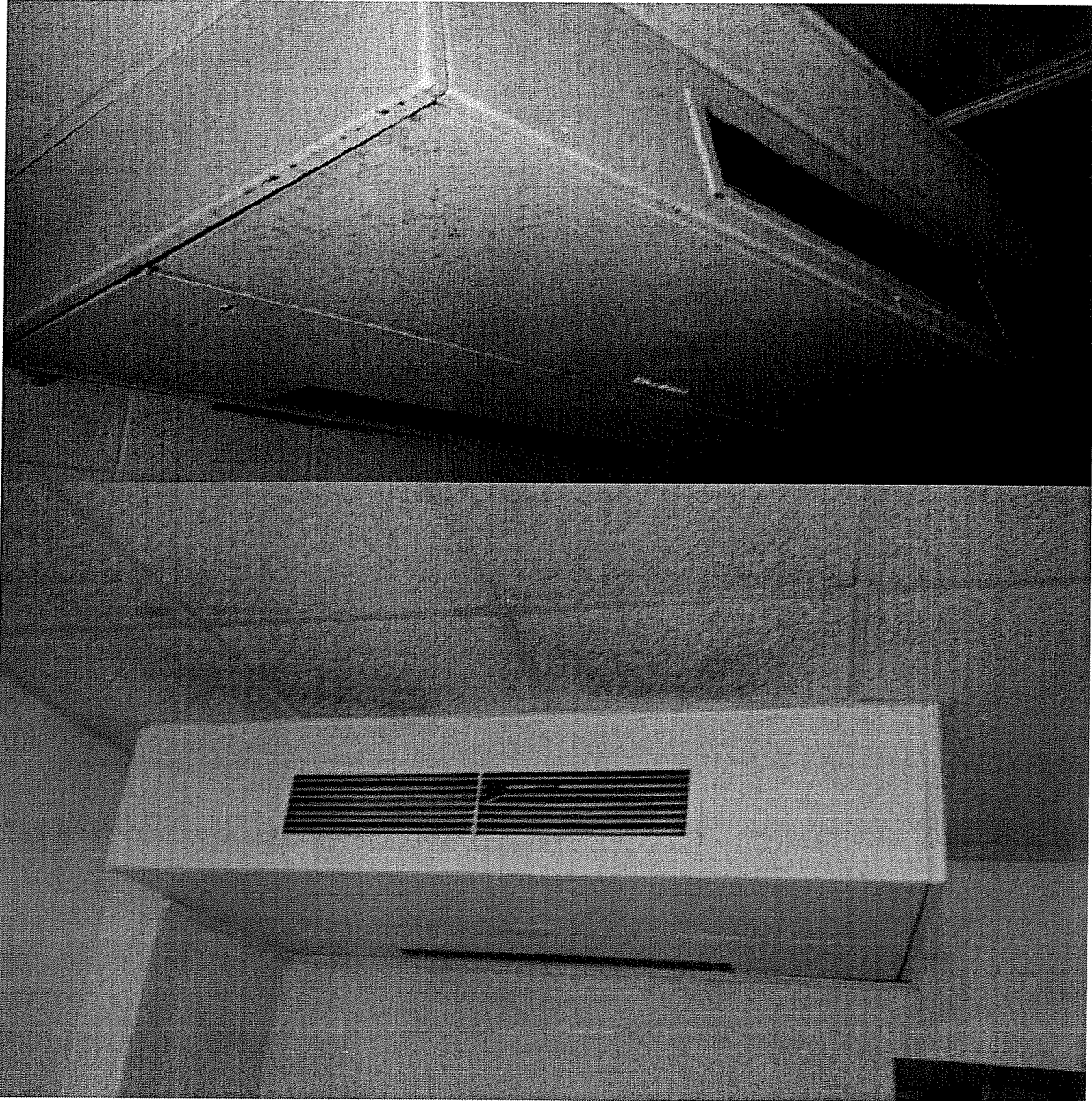
This room is located directly below Room 101 and has had serious leaks from the rooms above as seen in the pictures below.





The leaks above seem to be coming from the unit heaters above. The water damaged areas should be cleaned and any water damaged material that is removable should be taken out and disposed of properly (carpet, ceiling tiles, pipe insulation). Also in this area there is evidence water was present for some time as there is apparent mold growth on the wall and near the heater vents as shown below.



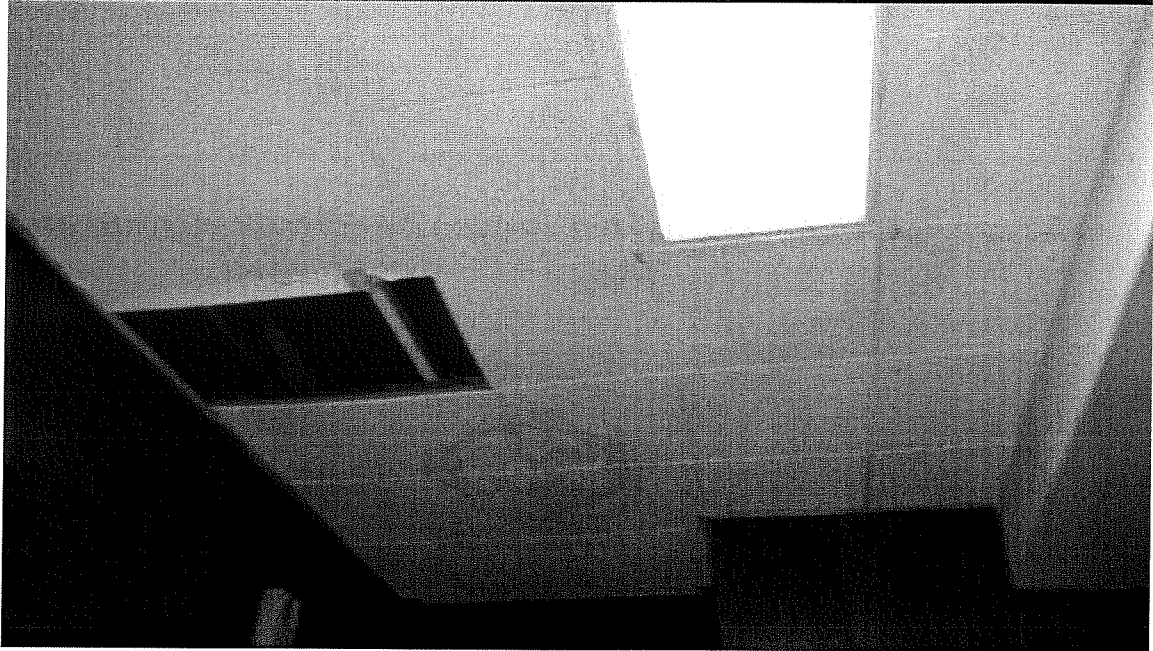
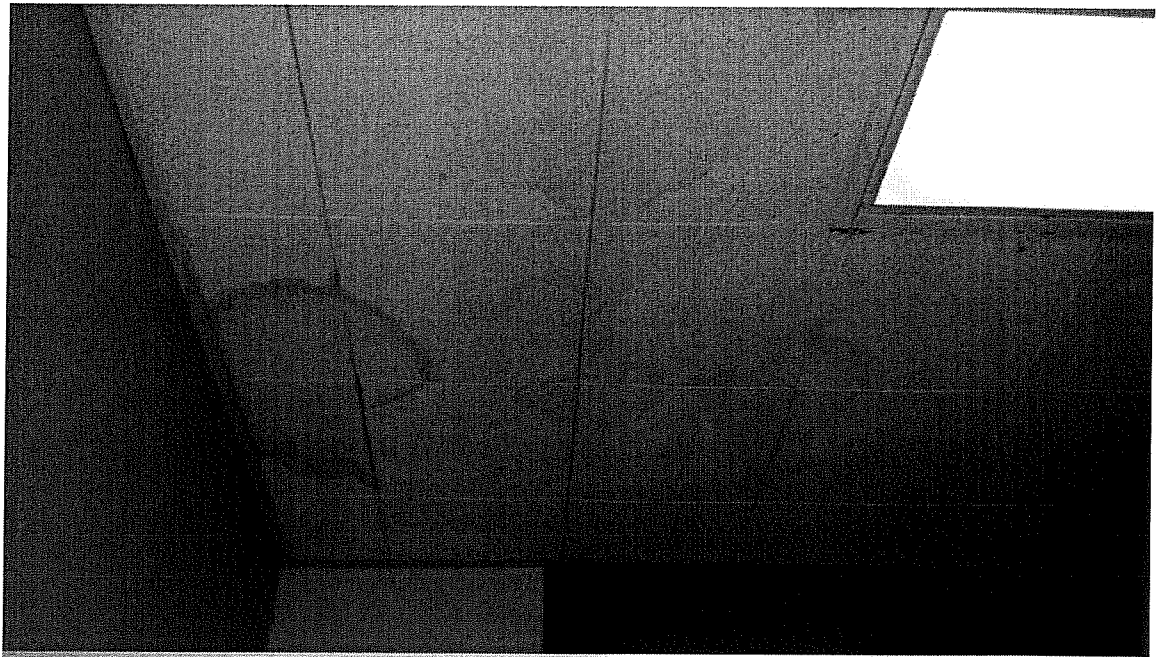


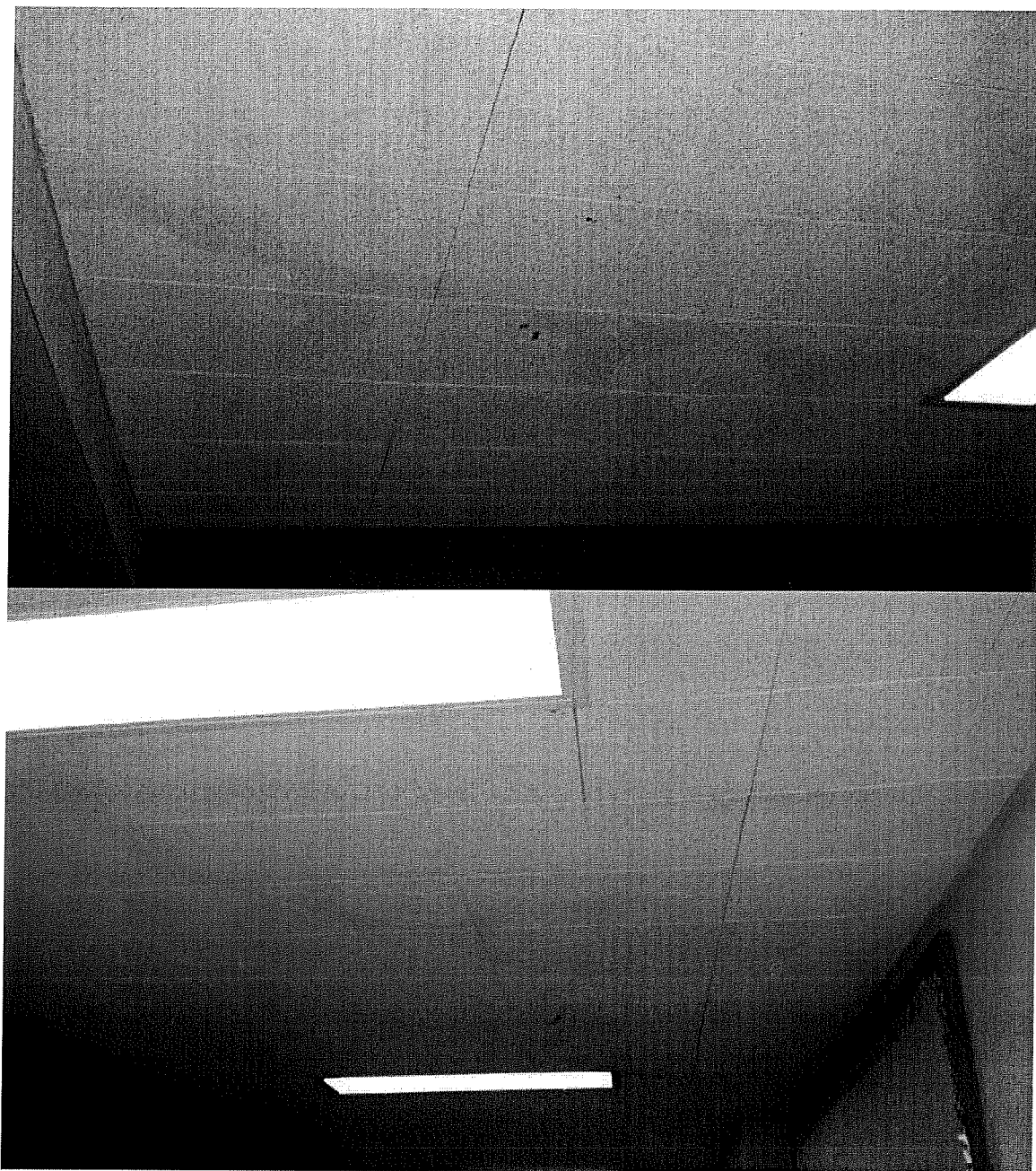
These heating units, walls, and ceilings should be thoroughly cleaned and all areas treated for mold.

**Basement South Hallway**

The spline ceiling in the basement hallway has visible water damage. The ceiling is still intact so determining the cause was not possible. The pattern of the damage would lead me to suspect there is condensation coming from the pipes above leaking down on to the ceiling. The apparent lack of mold growth suggests the events are short duration and dry quickly before mold growth can occur. Removal of the ceiling to determine the cause and disposal of the damaged ceiling tiles would be the suggested method of remediation.







### **Basement Room 11**

The basement area labeled Room 11 has developed a leak above where the two buildings meet. This has caused damage to the ceiling tiles and an elevated mold spore count in the area. The elevated mold count means this leak has been going on for some time. Also the toilet shut off valve has developed a leak as well and needs to be repaired. Suggestions for this area would be to repair the roof leak and remove the water damaged materials. Also from the leaky toilet valve the carpet has been soaked and the adhesive is no longer performing its intended job. The carpet should be removed and the area thoroughly cleaned and treated for mold.



### **1<sup>st</sup> Floor Hallway outside the Sanctuary**

The skylights in the ceiling of this area have also developed leaks. The north junction between the original 1942 structure and the 1962 structure is also leaking. It appears that the roof is leaking in the hallway near the junction between these two buildings at the north east corner of the building from 1942. This would need to be addressed by repairing the roof leaks and replacing the water damaged materials, also cleaning and treating the same areas for mold.

### **Air samples**

Air samples were taken in Room 101, Room 1, Room 11, and outside. The only sample that showed any elevated levels of mold growth was the sample from Room 11 where the floors were still wet from the leaky toilet valve, which was shut off on the initial walk through. The rest of the samples showed very few spores in the air.

### **Summary**

After the walk through and investigation it is suggested that the following items be addressed:

- Room 101 – Plastic be taken down and vent to remain uncovered to allow for proper air flow.
- Room 1 (youth area) – water damaged materials (ceiling tiles, carpet, and pipe insulation) be removed and remaining materials including ceiling mounted heaters , walls and ceilings be cleaned thoroughly and treated for mold growth.
- Room 11 – Repair the leak in the roof and toilet valve, remove carpet and any water damaged ceiling tiles, thoroughly clean areas .
- Sanctuary hallway – Repair roof leaks around sky lights and the seam between the buildings. Clean and treat all water damaged areas.

A&A Environmental Inc.'s inspectors are only able to investigate open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ryan Sopha". The signature is written in a cursive style with a large, stylized "S" at the end.

Ryan Sopha  
Project Manager

Encl

RAS/bls

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT  
CONTRACT NO. 7398**

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 - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. 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.

# SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

## POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT CONTRACT NO. 7398

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

### Disclosure of Ownership

<p><b>Notice required under Section 15.04(1)(m), Wisconsin Statutes.</b> 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.</p>			
<p>(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.</p> <p>(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.</p> <p>(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if <b>both (A) and (B) are met.</b></p> <p>(A) The contractor, or a shareholder, officer or partner of the contractor:</p> <p style="margin-left: 20px;">(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.</p> <p style="margin-left: 20px;">(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.</p> <p>(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.</p>			
<b>Other Construction Business</b>			
Not Applicable <input type="checkbox"/>			
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
<p><b>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</b></p>			
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**

ERD-7777-E (R. 09/2003)

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT  
CONTRACT NO. 7398**

**Best Value Contracting**

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

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

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

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

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

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

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



## **SECTION G: BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, 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:

### **POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT CONTRACT NO. 7398**

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

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider 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 shall 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 H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen 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 \_\_\_\_\_, 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:

### **POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT CONTRACT NO. 7398**

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

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

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

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

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.



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

#### Article VIII

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

#### Article IX

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

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

#### 7. Contractor Hiring Practices.

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

**c. Exemptions:** This section shall not apply when:

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

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

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT  
CONTRACT NO. 7398**

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
Witness	Date
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	City Attorney
Signed this _____ day of _____, 20_____	
Witness	Date
Witness	Date
Witness	Date

**SECTION I: 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:

**POLICE DEPARTMENT MIDTOWN DISTRICT - HAZMAT ABATEMENT  
CONTRACT NO. 7398**

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 \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal

Salary Employee       Commission

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number \_\_\_\_\_ for the year \_\_\_\_\_, 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 Signature

## SECTION J: PREVAILING WAGE RATES

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

## DEPARTMENTAL ORDER

ISSUE DATE: 1/8/2016

**PROJECT:**

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

**PROJECT OWNER:**

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

**REQUESTER:**

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

**ADDITIONAL CONTACT:**

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

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

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

Enclosures

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

ISSUED BY:

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

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

**PREVAILING WAGE RATE DETERMINATION**

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

**DETERMINATION NUMBER:** 201600001

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

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON - ENGINEERING

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

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

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

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

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

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

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

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

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



**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

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

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

#### TRUCK DRIVERS

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

**LABORERS**

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

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

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

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

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

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

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

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

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

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**SKILLED TRADES**

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Fringe Benefits Must Be Paid On All Hours Worked

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



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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

<b>AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION</b>
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Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

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**SKILLED TRADES**

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Fringe Benefits Must Be Paid On All Hours Worked

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

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12



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

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

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

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

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

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**TRUCK DRIVERS**

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

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**LABORERS**

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

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05

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

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

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

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



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	36.17	19.19	55.36
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	29.50	0.68	30.18

<b>RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>
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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.

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

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

#### TRUCK DRIVERS

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

#### LABORERS

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

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

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
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, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	34.22	19.55	53.77
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37

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

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



Scott Walker, Governor  
Reginald J. Newson, Secretary

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

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

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

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

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

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

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

(Updated-122216)

## **POST THE WHITE SHEET**

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

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

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

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

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



Scott Walker, Governor  
Reginald J. Newson, Secretary

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## PREVAILING WAGE – Contractors

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

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

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

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

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