2015  PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS  FOR  RESTORATION/LANDSCAPING 2015  CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713	
PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS  FOR  RESTORATION/LANDSCAPING 2015  CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	BID OF
PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS  FOR  RESTORATION/LANDSCAPING 2015  CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	
FOR  RESTORATION/LANDSCAPING 2015  CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	2015
RESTORATION/LANDSCAPING 2015  CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS
CONTRACT NO. 7505  PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	FOR
PROJECT NO. 10309  MUNIS NO. 10309  IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	RESTORATION/LANDSCAPING 2015
IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	CONTRACT NO. 7505
IN  MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	PROJECT NO. 10309
MADISON, DANE COUNTY, WISCONSIN  AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	MUNIS NO. 10309
AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON  CITY ENGINEERING DIVISION 1600 EMIL STREET	IN
MADISON, WISCONSIN ON	MADISON, DANE COUNTY, WISCONSIN
1600 EMIL STREET	
	1600 EMIL STREET

https://bidexpress.com/login

#### **INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	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

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

RFP: gc

#### 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:	RESTORATION/LANDSCAPING 2015
CONTRACT NO.:	7505
SBE GOAL	18%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	MAY 1, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	MAY 1, 2015
BID SUBMISSION (1:00 P.M.)	MAY 8, 2015
BID OPEN (1:30 P.M.)	MAY 8, 2015
PUBLISHED IN WSJ	4/24/15 & 5/1/15

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

PREQUALIFICATION APPLICATION: Forms are available on our website, <a href="https://www.cityofmadison.com/business/pw/forms.cfm">www.cityofmadison.com/business/pw/forms.cfm</a>. 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.

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 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, <a href="https://www.cityofmadison.com/Business/PW/specs.cfm">www.cityofmadison.com/Business/PW/specs.cfm</a>.

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)I. 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 (<a href="www.bidexpress.com">www.bidexpress.com</a>). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

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

#### PREVAILING WAGE RATES

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

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

Build	<u>ding</u>	<u>g Demolition</u>			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
Ctro	<b>~</b> t	Litility and Cita Construction			
		Utility and Site Construction	070		Batalalan Walla Balatanan d Occasion
201		Asphalt Paving			Retaining Walls, Reinforced Concrete
205		Blasting	275	Ш	Sanitary, Storm Sewer and Water Main
210		Boring/Pipe Jacking		_	Construction
215		Concrete Paving			Sawcutting
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	280	Ш	Sewer Lateral Drain Cleaning/Internal TV Insp.
221		Concrete Bases and Other Concrete Work	285		Sewer Lining
222		Concrete Removal	290		Sewer Pipe Bursting
225		Dredging	295		Soil Borings
230	_	Fencing			Soil Nailing
235		Fiber Optic Cable/Conduit Installation	305		
240		Grading and Earthwork	310	_	i
241		Horizontal Saw Cutting of Sidewalk		_	Street Lighting
242	Ħ	Infrared Seamless Patching			Tennis Court Resurfacing
245		Landscaping, Maintenance			Traffic Signals
250		Landscaping, Site and Street			Traffic Signing & Marking
251		Parking Ramp Maintenance			Tree pruning/removal
252		Pavement Marking			Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing			Trucking
260	Ш	Petroleum Above/Below Ground Storage	340	Ш	Utility Transmission Lines including Natural Gas
		Tank Removal/Installation			Electrical & Communications
262		Playground Installer	399		Other
265		Retaining Walls, Precast Modular Units			
		<u>Construction</u>			
501		Bridge Construction and/or Repair			
<b>.</b>					
Build		g Construction			
401		Floor Covering (including carpet, ceramic tile installation,	437		Metals
		rubber, VCT	440		Painting and Wallcovering
402		Building Automation Systems	445		Plumbing
403		Concrete	450		Pump Repair
404		Doors and Windows	455		Pump Systems
405		Electrical - Power, Lighting & Communications			Roofing and Moisture Protection
410		Elevator - Lifts	464	$\Box$	Tower Crane Operator
412	=	Fire Suppression			Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
					Water Supply Wells
425		General Building Construction, Over \$1,500,000			
428		Glass and/or Glazing	480	ш	Wood, Plastics & Composites - Structural &
429	_	Hazardous Material Removal			Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499	Ш	Other
433	_	Insulation - Thermal			
435	Ш	Masonry/Tuck pointing			
		4340			
<u>Stat</u>	e o	f Wisconsin Certifications			
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet	and cl	ose	r to inhabited buildings for quarries, open pits and
		road cuts.			
2	П	Class 6 Blaster - Blasting Operations and Activities 2500 feet	and cl	ose	r to inhabited buildings for trenches, site
		excavations, basements, underwater demolition, underground			
3	П	Class 7 Blaster - Blasting Operations and Activities for structure			
Ū	ш	the objects or purposes listed as "Class 5 Blaster or Class 6 B			or than 10° in holgh, bhagoo, toword, and any or
1	П	Petroleum Above/Below Ground Storage Tank Removal and I			(Attach coning of State Cartifications )
4	H				
5	ш	Hazardous Material Removal (Contractor to be certified for asl			
		of Health Services, Asbestos and Lead Section (A&LS).) See	tne to	IOW	ring link for application:
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	rtorma	anc	e of Aspestos Apatement Certificate must be
_	_	attached.			
6	Ш	Certification number as a Certified Arborist or Certified Tree W	orker	as	administered by the International Society of
	_	Arboriculture			
7		Pesticide application (Certification for Commercial Applicator F			with the certification in the category of turf and
	_	landscape (3.0) and possess a current license issued by the D	ATCF	2)	
8		State of Wisconsin Master Plumbers License.			

#### **SECTION B: PROPOSAL**

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

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

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

B-1

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

#### **SECTION C: SMALL BUSINESS ENTERPRISE**

# Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

#### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2.2 Contract Compliance

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

#### 2.3 Certification of SBE by City of Madison

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

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

#### 2.4 Small Business Enterprise Compliance Report

#### 2.4.1 Good Faith Efforts

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

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

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

The Small Business Enterprise Compliance Report is to be submitted by the <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

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

- 2.4.2.1 If the Bidder <u>meets or exceeds</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
  - 2.4.2.1.1 **Cover Page**, Page C-6; and
  - 2.4.2.1.2 **Summary Sheet,** C-7.
- 2.4.2.2 If the bidder <u>does not meet</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
  - 2.4.2.2.1 **Cover Page**, Page C-6;
  - 2.4.2.2.2 **Summary Sheet,** C-7; and
  - 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is not utilized.)

#### 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

#### 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

#### 2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

# **Small Business Enterprise Compliance Report**

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

#### **Cover Sheet**

Prime Bidder Information	
Company:	
Address:	
Telephone Number:	Fax Number:
Contact Person/Title:	
Prime Bidder Certification	
I,Name	, of
Name	certify that the information
Company	
contained in this SBE Compliance Report is true and	d correct to the best of my knowledge and belief.
Witness' Signature	Bidder's Signature
Date	

# **Small Business Enterprise Compliance Report**

# **Summary Sheet**

## SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBF Utilization:	%	

# **Small Business Enterprise Compliance Report**

# **SBE Contact Report**

Submit  $\underline{\text{separate}}$  copy of this form for  $\underline{\text{each}}$  SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE In	<u>formation</u>
Compa	any:
Addres	ss:
Teleph	one Number:
	et Person/Title:
1.	Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.
2.	Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.
	Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?
3.	Did this SBE submit a bid? ☐ Yes ☐ No
4.	Is the General Contractor pre-qualified to self-perform this category of work?

reque	responded "Yes" to Question 3, please check the items below which apply and provide the sted detail. If you responded "No" to Question 3, please skip ahead to item 6 below.
	The SBE listed above is unavailable for work on this project for the following reasons Provide specific detail for this conclusion.
	The SBE listed above is unqualified for work on this project. Provide specific details fo this conclusion.
	The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.
	A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.
	Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

#### **SECTION D: SPECIAL PROVISIONS**

#### RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505

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.

#### ARTICLE 102.10: PREVAILING WAGE

	s project, payment of prevailing wages (white sheet) shall be required unless the box indicating ng wages are not required is checked below.
	Prevailing wages shall not be required when this box is checked.
less tha	illing wages (white sheets) are required, the wages and benefits paid on the contract shall not be an those specified in the Prevailing Wage Determination included with these contract documents following types of work:
$\boxtimes$	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.

#### ARTICLE 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 104.1: SCOPE FOR WORK

The Contractor shall perform work as directed by the Engineer at various sites throughout the City of Madison. This Contract contains three (3) specific projects, which are detailed below. However, it is anticipated that this contract will also be used for smaller, and as yet, unknown projects located throughout the City. Except as noted herein, the worksite locations are unknown. As worksites are identified, repair work will be initiated thru this contract using items from the menu of bid items.

The known projects, identified in this contract are:

1. East Wilson Bike Path Brushing: Work for this project includes preparing a seed bed in the ditch adjacent to the E. Wilson Bike Path and clearing brush, removing dead and fallen trees, cutting stumps, and removing trash from the hillside adjacent to the path. The project is located on the south side of the path, between S. Thornton Avenue and Dickinson Street. The City will mark the work limits and will mark all trees to be saved. The Contractor shall remove all unmarked brush and either haul the material away, or chip it on site. A licensed herbicide applicator shall treat non-grubbed stumps, including brush, with herbicide.

- Prairie Schooner Greenway Repair: Work for this project includes the regrading of approximately 1100 linear feet of a greenway drainage way, located between S. Thompson Drive and Rustic Woods Drive. The Contractor shall construct a low-flow drainage within the greenway, including removing excavated material; and place Class II, Type C Erosion Control Matting throughout the new ditch.
- 3. S. High Point Pond Regrading: Work for this project includes regrading an existing shelf within the S. High Point Pond. The Contractor shall excavate the shelf material and redistribute it throughout the bottom of the pond. The Contractor shall topsoil, seed, and place either mulch or erosion control matting over all disturbed areas. The Contractor shall be aware that topsoil may need to be imported for this project, and is encouraged to visit the site prior to bidding to estimate available quantities of topsoil.

#### ARTICLE 105.12: COOPERATION OF THE CONTRACTOR

It shall be the Contractor's responsibility to determine if any other work by others will be undertaken in approximately the same time frame and the same area as each individual project location. In the event of conflicts, changes in scheduling of the work by others and/or changes in the construction timetable shall be the Contractor's responsibility and shall be discussed with the Engineer.

It is expected and required that once the Contractor begins work on one of the projects contained within this project that work will proceed in a continious manner on that project until such time as that specific project is completed. The Contractor shall not begin one project and then stop work on that project to work on other projects. The Contractor shall work continusously on a project until the work is complete. The Contractor may use multiple crews to make progress on multiple projects at one time if they so choose.

#### ARTICLE 107.6: EROSION CONTROL

Areas that require erosion control measures, as directed by the Engineer, shall be protected by either silt fence, silt sock, clear stone berms or erosion matting. Silt fence and clear stone berms shall be removed as directed by the Engineer, provided vegetation has been established in disturbed areas. The clear stone berm material shall be dispersed in the immediate area or hauled away, at no expense to the City of Madison, as directed by the Engineer. The erosion matting shall be left in place upon construction completion. Any damage incurred to the finished project during removal of silt fencing and clear stone berms shall be restored back to finished project condition by the Contractor at no additional expense to the City of Madison.

#### ARTICLE 108.2: PERMITS

If needed, the Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. With regard to Control of Invasive or Exotic Species, the WI-DNR permit will stipulate that equipment used within the waterway must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these special Provisions, or as directed by the Construction Engineer or his designees.

#### ARTICLE 109.2: PROSECUTION OF THE WORK

The Contractor shall begin work on this contract on or before **June 22, 2015**. Work shall begin only after the start work letter is received. If the Contractor desires to begin work before the above mentioned date, he/she shall establish a mutually acceptable date with the Engineer.

The contracts shall be terminated on **OCTOBER 31, 2015**, provided all projects have been satisfactorily completed, final inspections have been done, and no contract work is left outstanding.

The Contractor shall receive written notification for each project in this contract. This notification shall give the name, date and time of the preconstruction meeting, location of the work to be done, and the scope of the project work. Notification may be in the form of an e-mail. It shall be the Contractor's responsibility to contact the Engineer if the date and/or time of this meeting needs to be rescheduled.

CONSTRUCTION ON A PARTICULAR PROJECT SHALL BEGIN WITHIN THREE (3) WORKING DAYS OF THE PRE-CONSTRUCTION MEETING. Projects under this contract shall be completed in three (3) working days. If more than 3 days are required, a maximum time must be established by mutual agreement between the Contractor and the Engineer at the pre-construction meeting.

Failure to start the project within three (3) working days of the pre-construction meeting or, failure to complete the project in the mutually agreed upon length of time for the project, shall result in the assessment of liquidated damages in accordance with the Standard Specifications (section 109.10).

#### **GENERAL UNDISTRIBUTED BID ITEMS**

This contract contains several, undistributed bid items to be used in the event that other projects are added to the contract. These bid items are marked as Undistributed on the Proposal Page. The City reserves the right to increase these quantites as additional projects are added to the contract. No revisions in the unit prices shall be made in the event that quantities are increased or decreased. The City also reserves the right to eliminate bid items without additional cost to the City.

Unless otherwise specified, all undistributed bid items shall be completed in accordance with the Standard Specifications for Public Works Construction.

#### BID ITEM 10911 MOBILIZATION (Undistributed)

It is estimated that a total of six (6) projects shall be done during the execution of this contract. The Contractor shall be compensated for mobilization activities for each individual project. Mobilization for the projects detailed in Section 104.1 will be compensated via Bid Items 90005, 90006, 90007. Mobilization for additional projects will be compensated through this bid item, and will be paid based on EACH mobilization completed. This bid item shall also include all traffic control measures necessary to complete additional projects. All mobilization activities and payment shall be completed in accordance with Article 109.14 of the Standard Specifications.

#### BID ITEM 20202 FILL BORROW (Undistributed)

This item shall include provision and placement of fill material as directed by the Engineer. This bid item is intended to provide payment for fill imported to a site, when insufficent fill is available. Transporting fill between project sites within this contract would be considered Fill Borrow, provided the material is acceptable. The material must be suitable for fill purposes and must be approved for use, in advance, by the Engineer. Payment shall be by the cubic yard in place, including any necessary compaction.

#### BID ITEM 20221 TOPSOIL (Undistributed)

Work under this bid item includes all labor, equipment, materials, and incidentals necessary to salvage, import, stockpile, and place 4 inches of topsoil over disturbed areas, in accordance with Article 202 of the Standard Specifications. This bid item may include importing topsoil at sites where salvaged topsoil is insufficient for adequate coverage.

The unit bid price is per square yard based on a 4" thickness. This bid item does not include seeding/mulching or sod but does include preparation of the seedbed. If necessary, topsoil shall be imported to the site.

#### BID ITEM 20801 SODDING (Undistributed)

Work under this item shall include furnishing and installing grass sod, as per the Standard Specifications in areas deemed necessary by the Engineer.

The unit price bid for sodding should not reflect preparation/grading of the sodded area as this shall be paid for through other bid items within this contract.

#### BID ITEM 90001 TURBIDITY BARRIER (Undistributed)

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals required to provide and install turbidity barrier at locations specified by the Project Engineer or Construction Engineer. This item shall also include all necessary maintenance for the barrier to function as designed throughout the life of the project. Removal of the turbidity barrier shall be included in this bid item.

The turbidity barrier shall be installed in accordance with Wisconsin Department of Natural Resources Conservation Practice Standard 1069. No deviations from this standard shall be permitted. This Conservation practice can be found at:

http://dnr.wi.gov/topic/stormWater/documents/TurbidtyBarrier 1069 .pdf

When called for, the turbidity barrier shall be installed prior to any shoreline or channel work, or work adjacent to channels and shorelines.

#### **METHOD OF MEASUREMENT**

Turbidity Barrier shall be measured at the contract unit price per linear foot of turbidity barrier installed, maintained, and removed.

#### **BASIS OF PAYMENT**

Cost for Turbidity Barrier shall be paid for according to the contract unit price. Price shall include payment for providing the barrier and appurtenances and removal of the barrier and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

#### BID ITEM 90002 <u>DITCHING (Undistributed)</u>

#### **DESCRIPTION**

Work under this item shall include excavation, grading, shaping, etc., to improve drainage at unspecified locations. This bid item is not intended for the Prairie Schooner Greenway Repair.

Ditching shall be paid by the trench foot as measured along the centerline of the ditch. Excess excavation cut shall normally be dispersed as fill on site if at all possible. If the site will not accommodate excess material the material shall be hauled off site at no expense to the City of Madison. The average excavation required for this item shall not exceed 0.5 cubic yards per trench foot. The average ditch top width shall not exceed 15 feet. The unit price bid for ditching should not reflect restoration of the ditch area as restoration shall be paid for through other bid items within this contract. Ditch locations and configurations shall be determined by the Engineer.

#### **METHOD OF MEASUREMENT**

Ditching shall be measured per Linear Foot constructed in the field in accordance with the description above.

#### **BASIS OF PAYMENT**

Ditching shall be measured as described above and shall be paid at the unit price, which shall be considered full compensation for all labor, equipment, materials, and incidentals necessary to construct ditch as described.

#### BID ITEM 90003 HEAVY RIPRAP - GLACIAL STONE (Undistributed)

#### **DESCRIPTION**

This item is intended to cover the stone to be used along the shoreline at Spring Harbor Beach and other job sites.

Work under this item shall include furnishing an installing natural glacial rock or field stone. The rock shall be durable, rounded stone that has weathered glacial action, and has been imported from an off-site source. The stone shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks or other structural defects. The stone shall consist of varying sizes and weights. Any stone that has been cracked either by shipping, handling, or placing and does not meet the specified size range shall be removed from the project and replaced. The Engineer shall review and approve stone before the Contractor brings it on-site. Stone shall be "hand picked" at the pit. The stone shall have the following dimensions:

D50 (inches)	Min. D (inches)	Max. D (inches)
15	13	18

Stone shall be placed at the direction of the Project Engineer or Construction Engineer. Filter fabric shall be installed beneath the stone, and shall be paid under Bid Item 20234. A suitable foundation, as approved by the Construction Engineer, shall be provided to preclude settlement. Some chinking may be required to secure stability of the stones.

#### **METHOD OF MEASUREMENT**

Heavy Riprap (Glacial Stone) shall be measured by the ton in place. All tickets shall be presented to the City representative on the project within twenty-four (24) hours after delivery of the materials to the project.

#### **BASIS OF PAYMENT**

Heavy Riprap (Glacial Stone) shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for furnishing, handling, stockpiling as needed, and placing the material, including all equipment, tools, labor, and incidentals necessary to complete the work as set forth in the description.

#### BID ITEM 90004 DREDGE/CUT OFFSITE DISPOSAL (Undistributed)

#### **DESCRIPTION**

Work under this item shall include excavation, removal, hauling and disposal of sediments deposited in open water systems. The disposal site shall be off site at an appropriate location provided by the Contractor. Sediments shall be removed to the finish grade established in the field. It is expected that the sediments being removed shall be submerged and saturated with water. The Contractor shall take the necessary steps to ensure that the trucks used in hauling this material to the disposal site are watertight. Any spillage that occurs onto the public Right of Way shall be cleaned by the end of the day, incidental to this item. This type of excavation may require a large backhoe with a long reach.

Dredge/Cut shall be measured by the cubic yard in place with no adjustment for shrink or swell. The volume of dredge/cut shall be calculated based on discussion at the preconstruction meeting for each applicable project site.

Dry material (unsaturated) excavation shall be excavated and removed from site. This item will be paid for under Bid Item 20101. Excavation Cut.

The Contractor shall note that a DNR permit is required prior to dredging within a navagable waterway. The City will be responsible for applying for necessary permit. The Contractor shall not procede with any dredging until all necessary permits are issued.

If landfilling of the dredged material is required, the City shall be responsible for the tipping fees.

#### **METHOD OF MEASUREMENT**

Dredge/Cut Off-Site Disposal shall be measured by the Cubic Yard of material removed from the site and properly disposed. Prior to beginning dredging activities, the Contractor and the Engineer shall reach an agreement as to how the quantity will be measured. If survey data is required to determine quantities, the City shall provide survey personnel.

#### **BASIS OF PAYMENT**

Dredge/Cut Off-Site Disposal shall be measured as described above and shall be paid for at the unit price, which shall be considered full compensation for dredging designated material, appropriate hauling methods, and standard disposal methods (clean fill).

#### **SPECIFIC BID ITEMS**

The bid items detailed in the following sections apply to the projects defined in Article 104.1 of the Special Provisions. Quantities shown on the proposal page reflect known quantities for these projects. The City reserves the right to increase these quantites as additional projects are added to the contract. No revisions in the unit prices shall be made in the event that quantities are increased or decreased.

#### BID ITEM 20101 EXCAVATION CUT

#### **DESCRIPTION**

Work under this bid item includes all labor, equipment, materials, and incidentals necessary to excavate material and either place it within the project area per plan, or remove it from the site. All work shall be completed in accordance with Article 201 and 202 of the Standard Specifications.

The quantity provided on the Proposal Page indicated the Excavation Cut required for the Prairie Schooner Greenway Repair. The quantity is based on in-situ calculations; no expansion factor has been applied. This quantity will be altered accordingly if additional projects are added to the contract.

Excavated material may be reused on site, provided it complies with the material requirements defined in Article 202. The Contractor shall receive permission from the Engineer prior to "wasting" any material on site.

#### **METHOD OF MEASUREMENT**

Excavation Cut shall be measured per Cubic Yard, based on the plan quantity without measurement thereof and shall include all work necessary to excavate material to the lines and dimensions shown on the plan set. Fill generated on site shall be considered incidental to this bid item, per the Standard Specifications. In the case of additional projects, the Engineer and Contractor shall mutually agree on etiher plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

Excavation Cut shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 20401 CLEARING

#### **DESCRIPTION**

Work under this bid item shall include clearing all trees marked for removal within the E. Wilson Bike Path project, and any additional clearing added to the contract. Tree removal for the E. Wilson Bike Path is expected to be limited to dead or small trees. However, additional projects may include standard tree removal. The Contractor shall not remove any material beyond what is specifically marked for removal. Doing so may result in penalities as defined in Article 107.13 of the Standard Specifications. The Contractor shall consult with the Engineer if questions arise.

On the E. Wilson Bike Path project, this bid item will include the removal of trees 6 inches in diameter or greater. Smaller material will be removed under Bid Item 90008, Brushing.

Clearing shall include cutting designated trees to within two (2) inches of ground level and treating stump with an appropriate herbicide in order to prevent regrowth after the cutting. The herbicide shall be the least toxic required to prevent regrowth. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit documentation of the type of herbicide, along with the MSDS, to the Engineer prior to the start of construction. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

Clearing of fallen trees six (6) inches in diameter or greater, and greater than 3 feet in length, shall be paid the same as standing trees. Only trees marked for removal by the Engineer shall be cleared. Any limb or branch removal requested for the convenience of construction must receive the Engineer's approval and shall be incidental to the project. The Contractor shall be responsible for off site disposal of wood and chips.

The Contractor shall either remove cleared material from the site, or chip it on site. Chipped material may be used on site at mulch, provided chips are smaller than three (3) inches in diameter. Chipped material shall be spread or raked to a maximum thickness of three (3) inches. Any material in excess of three inches of mulch shall be removed from the site and be properly disposed of by the Contractor.

Cleared material shall be stored in a manner that does not impact bike or pedestrian traffic. If material is stored within two feet of the path, the contractor shall mark the limits with a cone or other sign. Material shall be stored in a safe manner that will prevent the piles from tipping or shifting in the case of pedestrians climbing on them.

#### **METHOD OF MEASUREMENT**

Clearing shall be measured in accordance with Article 204.3 of the Standard Specifications.

#### **BASIS OF PAYMENT**

Clearing shall be paid in accordance with Article 204.4 of the Standard Specifications.

#### BID ITEM 20403 GRUBBING

Grubbing shall only be required as directed by the Engineer. At the direction of the Project Engineer or Construction Engineer, the Contractor shall either grind the stump or remove it completely with earth moving equipment. Holes created during the grubbing process shall be appropriately backfilled by the Contractor. Materials and labor required to backfill holes created during grubbing shall be considered incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Grubbing shall be measured in accordance with Article 204.3 of the Standard Specifications.

#### **BASIS OF PAYMENT**

Grubbing shall be paid in accordance with Article 204.4 of the Standard Specifications.

#### BID ITEM 20703 <u>TEMPORARY SEEDING</u>

#### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to furnish and sow temporary/annual seed (seed oats or winter wheat), provide and place fertilizer and any other soil ammendments if necessary, and furnish and place mulch. This bid item is intended for the E. Wilson Bike Path project, but may be used on additional projects as necessary. All work shall be completed in accordance with Article 207 of the Standard Specifications.

Temporary seed shall be placed in accordance with Article 207.3(b) for Temporary Seeding rates.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of.

Fertilizer, lime, and other soil amendments shall be applied in accordance with Article 207 of the Standard Specifications. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

#### **METHOD OF MEASUREMENT**

Temporary Seed shall be measured per Square Yard based on the plan quantity without measurement thereof and shall include all work, materials, and incidentals necessary to prepare a seed bed, ammend the soil as necessary, place temporary seed, stabilize the soil, and place mulch. In the case of additional projects, the Engineer and Contractor shall mutually agree on etiher plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

Temporary Seeding shall be measured as described above and shall be paid at the unit price, which shall be full payment for site preparation, furnishing, handling, and storing seeds, fertilizing, and mulch applications. Payment shall include all personnel, labor, and all equipment needed to complete the job.

#### BID ITEM 21014 CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification, unless directed to do so by the Engineer, will result in no payment for this item, not a partial payment.

#### BID ITEM 21073 <u>EROSION MATTING, CLASS II TYPE C - ORGANIC</u>

The Contractor shall use an open weave coir fabric for this installation, such as Dekow 700 or approved equal. The product shall meet the requirements defined in the Wisconsin Department of Transportation Product Acceptability List (PAL), but shall have a minimum of 50 percent open space.

#### BID ITEM 90005 MOBILIZATION E. WILSON BIKE PATH BRUSHING

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to mobilize all equipment, personnel, and materials to the E. Wilson Bike Path Brushing project in order to complete the project as defined in these Special Provisions. Mobilization activities shall be completed in accordance with Article 109.14 of the Standard Specifications for Public Works Construction.

This bid item also includes all traffic control measures necessary during brushing activities. The Contractor shall be aware that this project will be occuring adjacent to a heavily used, commuter bike route. Closing the path for prolonged periods will not be permitted. They Contractor may be permitted to close the bike path with appropriate signage and/or flaggers for up to 5 minutes at a time. These closures are intended to allow the Contractor time to move equipment, or fell trees. All other shall be completed in a manner that does not endanger path users. Prior to beginning brushing activities, the Contractor shall submit a bike path traffic control plan to Traffic Engineering for approval. Please contact Thomas Mohr of Traffic Engineering at (608) 267-8725, or <a href="mailto:tmohr@cityofmadison.com">tmohr@cityofmadison.com</a> with any questions.

NOTE: The Contractor will be responsible for repairing damage done to the bike path during construction activities. The Contractor is encouraged to complete this project in dry weather, when the asphalt is lease susceptable to damage.

#### **METHOD OF MEASUREMENT**

Mobilization E. Wilson Bike Path Brushing shall be measured as a Lump Sum.

#### **BASIS OF PAYMENT**

Mobilization E. Wilson Bike Path Brushing shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including: mobilizing to the site and traffic control.

#### BID ITEM 90006 MOBILIZATION PRAIRIE SCHOONER GREENWAY REPAIR

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to mobilize equipment, personnel, and materials to the Prairie Schooner Greenway Repair project to complete the project as defined in these Special Provisions. Mobilization activities shall be completed in accordance with Article 109.14 of the Standard Specifications for Public Works Construction.

This bid item shall also include any traffic control measures necessary on S. Thompson Drive. The Contractor shall not store equipment or materials on S. Thompson Drive, unless approved by the Engineer.

This bid item includes all work, materials, equipment, and labor necessary to repair damage as a result of the construction activites, including removing and repairing damaged curb, gutter, and sidewalk; and grading, seeding, and mulching vegetated areas damaged by construction hauling and storage. The Contractor is encouraged to protect existing facilities to minimize damage. The Project Engineer or Constructon Engineer shall determine the extent of curb and gutter and sidewalk replacement and shall approve all final restoration activities.

#### **METHOD OF MEASUREMENT**

Mobilization Prairie Schooner Greenway Repair shall be measured as a Lump Sum.

#### **BASIS OF PAYMENT**

Mobilization Prairie Schooner Greenway Repair shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including: mobilizing to the site, traffic control, and repairing damaged sidewalk or curb and gutter.

#### BID ITEM 90007 MOBILIZATION S. HIGH POINT POND

#### DESCRIPTION

This bid item includes all work, equipment, materials, and incidentals necessary to mobilize all equipment, personnel, and materials to S. High Point Pond to complete the project as defined in these Special Provisions. Mobilization activities shall be completed in accordance with Article 109.14 of the Standard Specifications for Public Works Construction.

This bid item also includes restoring all haul routes and other disturbed areas created by construction activities, outside the grading limits. Disturbed areas outside the grading limit shall be restored with 4 inches of topsoil; No Mow Turf Seed Mix; and Erosion Matting, Class I Urban Type A. The Contractor is encouraged to limit ground disturbance outside of the grading limits.

The Contractor shall enter the site off Snowmist Trail. The Contractor shall not use S. High Point Road or Raymond Road for site access. Any damaged sidewalk or curb and gutter shall be removed and replaced by the Contractor at no cost to the City. No equipment may be parked on Snowmist Trail, or other streets. Stockpiling material will not be permitted within the right of way.

The Project Engineer or Construction Inspector shall inspect and approve all final restoration activities.

#### **METHOD OF MEASUREMENT**

Mobilization S. High Point Pond shall be measured as a Lump Sum.

#### **BASIS OF PAYMENT**

Mobilization S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including: mobilizing to the site and restoring all incidental disturbance including haul routes and material storage locations.

#### BID ITEM 90008 SEED BED PREPARATION

#### **DESCRIPTION**

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to prepare existing soil for seed. This bid item is intended for use in situations where topsoil will not be redistributed over disturbed areas. Whatever soil exists at these locations will be used for the seed bed.

This bid item will be used for the 13 foot seed bed along the E. Wilson Bike Path (1230 S.Y.) and in all disturbed areas for the Prairie Schooner Greenway (1200 S.Y.).

Areas to be treated shall be dressed to a smooth, firm surface. The seedbed shall be adequately loosened and smoothed. Depending on soil and moisture conditions, disking or cultipacking, or both, may be necessary to properly prepare a seedbed. Where equipment cannot operate safely, the seedbed shall be prepared with hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place. The Engineer shall approve the seed bed prior to seed placement. Seed shall be placed immediately following seed bed preparation.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of.

#### **METHOD OF MEASUREMENT**

Seed Bed Preparation shall be measured per the Square Yard of soil prepared in the field, based on the plan quantity without measurement thereof and shall include all work, equipment, materials, and incidentals necessary to complete the work as defined in this item. In the case of additional projects, the Engineer and Contractor shall mutually agree on either plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

Seed Bed Preparation shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90009 BRUSHING

#### **DESCRIPTION**

This bid item shall include all work necessary to complete brushing activities within the defined project limits (approximately 1,440 square yards) along the E. Wilson Bike Path, and any brushing activities that may be added with additional projects. Brushing shall include the cutting and removal of fallen material less than 6 inches in diameter. Burshing shall also include the removal of other debris within the project limits, including trash. The Contractor shall not remove any material beyond what is specifically marked for removal. Doing so may result in penalities as defined in Article 107.13 of the Standard Specifications. The Contractor shall consult with the Engineer if questions arise.

Brushing shall include cutting designated trees and shrubs to within two (2) inches of ground level and treating stumps or stems with an appropriate herbicide in order to prevent regrowth after the cutting. The herbicide shall be the least toxic required to prevent regrowth. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit documentation of the type of herbicide, along with the MSDS, to the Engineer prior to the start of construction. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

The Contractor shall either remove brushed material from the site, or chip it on site. Chipped material may be used on site at mulch, provided chips are smaller than three (3) inches in diameter. Chipped material shall be spread or raked to a maximum thickness of three (3) inches. Any material in excess of three inches of mulch shall be removed from the site and be properly disposed of by the Contractor.

Brushing debris shall be stored in a manner that does not impact bike or pedestrian traffic. If material is stored within two feet of the path, the contractor shall mark the limits with a cone or other sign. Material shall be stored in a safe manner that will prevent the piles from tipping or shifting in the case of pedestrians climbing on them.

#### METHOD OF MEASUREMENT

Brushing for the E. Wilson Bike Path shall be measured per Square Yard, based on the plan quantity without measurement thereof and shall include all work necessary to brush material smaller than 6 inches in diameter, treat stumps smaller than 6 inches in diameter, remove fallen material smaller than 6 inches in diameter, remove trash and other material from the greenway, and properly dispose of all material. In the case of additional projects, the Engineer and Contractor shall mutually agree on etiher plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

Brushing shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90010 HERBICIDE USAGE

#### **DESCRIPTION**

Work under this bid item includes all labor, materials, equipment and incidentals necessary to control invasive plants with the application of a broad leaf herbicide. The Contractor shall treat invasive plants within the E. Wilson Bike Path seed bed area approximately one month after temporary seeding is completed, and any additional areas that are added to the contract.

The invasive weed species to be eradicated are as follow:

- Common Ragweed (Ambrosia artemissifolia)
- Giant Ragweed (Ambrosia trifida)
- Spotted knapweed (Centaurea maculosa)
- Canada Thistle (Cirium arvense)
- Curly Dock (Rumex crispus)
- BullThistle (Cirsium vulgare)
- Burdock (Arctium minus)
- Garlic Mustard (Alliaria petiolata),
- Japanese Knotweed (Polygonum cusidatum)
- Black Locust (Robinia pseudoacacia)
- Common Bucthorn (Rhamnus catharttica)
- Canary Grass (Phalaris arundinanacea)
- Yellow Sweet Clover (melilotus officinalis)
- White sweet Clover ( melilotus alba)
- Leafy Surge (euphorbia esula)
- Wild parsnip (pastinaca sativa)
- Crown Vetch (Coronilla varia)

- Japanese Hops (Humulus japonicas)
- Teasel (Dipsacus fullonum)

The herbicide shall be the least toxic required to prevent regrowth. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit documentation of the type of herbicide, along with the MSDS, to the Engineer prior to the start of construction. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

#### METHODS OF MEASUREMENT

Herbicide usage shall be measured per Square Yard based on the plan quantity without measurement thereof and shall include all work, materials, and incidentals necessary for a liscenced application to treat invasive species within designated areas and prepare a report detailing these activities.. In the case of additional projects, the Engineer and Contractor shall mutually agree on either plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

Herbicide usage shall be measured as provided above and shall be paid at the contract price, which shall be full payment for applying herbicides to cutting of trees, shrubs, and brush from one eighth (1/8") inches up to twenty-four (24) inches diameter. Payment shall include all personnel, labor, herbicides and equipment needed to complete the above job.

#### BID ITEM 90011 <u>EXISTING CONCRETE WIER REMOVAL</u>

#### **DESCRIPTION**

This bid item includes all work, equipment, material, and incidentals necessary to remove an existing concrete wier at station 8+25. The Contractor shall remove all pieces of the weir from the site and dispose of them properly.

#### METHOD OF MEASUREMENT

Measurement for the removal of one (1) concrete wier, shall includes all work, equipment, material, and incidentals for removal from site. This bid item shall be measure as a Lump Sum (LS) bid item.

#### **BASIS OF PAYMENT**

Concrete wier removal shall be paid at the contract price for work described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90012 NO MOW TURF SEEDING

#### **DESCRIPTION**

Work under this bid item includes provision and placement of No Mow Turf Seed Mix, as specified in Article 207.2 of the Standard Specifications. This seed mix shall be used in all disturbed areas at the Prairie Schooner Greenway Repair project, and at other locations as specified by the Engineer.

All work shall be completed in accordance with Article 207 of the Standard Specifications.

#### **METHOD OF MEASUREMENT**

No Mow Turf Seeding shall be measured per Square Yard based on the plan quantity without measurement thereof and shall include all work, materials, and incidentals necessary to provide and place No Mow Turf Seed. In the case of additional projects, the Engineer and Contractor shall mutually agree on etiher plan quantity or field measurement as a measurement method, prior to completing additional work.

#### **BASIS OF PAYMENT**

No Mow Turf Seeding shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for the work described above..

#### BID ITEM 90013 CONSTRUCTION ENTRANCE S. HIGH POINT POND

#### **DESCRIPTION**

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification, unless directed to do so by the Engineer, will result in no payment for this item, not a partial payment.

#### **METHOD OF MEASUREMENT**

Construction Entrance S. High Point Pond shall be measured per Each unit installed, maintained, and removed during construction. Clear Stone required for construction shall be paid separately.

#### **BASIS OF PAYMENT**

Construction Entrance S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90014 CLEAR STONE S. HIGH POINT POND

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to provide and transport Clear Stone for the installation of Bid Item 90013. Work shall be completed in accordance with Article 202.2(d) of the Standard Specifications.

#### **METHOD OF MEASUREMENT**

Clear Stone S. High Point Pond shall be measured per Ton of acceptable material provided for construction.

#### **BASIS OF PAYMENT**

Clear Stone S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90015 RIPRAP FILTER FABRIC TYPE HR S. HIGH POINT POND

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to provide and install Riprap Filter Fabric, Type HR for the installation of Bid Item 90013, and as necessary for riprap salvage and replacement in Bid Item 90017. Work shall be completed in accordance with Article 202.2(g) of the Standard Specifications.

#### **METHOD OF MEASUREMENT**

Riprap Filter Fabric, Type HR S. High Point Pond shall be measured per Square Yard of material in place.

#### **BASIS OF PAYMENT**

Riprap Filter Fabric Type HR S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### BID ITEM 90016 TOPSOIL AND SEED: S. HIGH POINT POND

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary provide and place topsoil and seed within the grading limits, as shown on the plan set.

The Contractor shall provide sufficient topsoil to place 4 inches of material on all disturbed areas. Existing topsoil at this site is limited and bidders are encouraged to visit the site to estimate available quantities. Topsoil is believed to be available on the surface of the shelf that will be excavated and redistributed, and on the existing safety bench. Topsoil will be sparse on the slopes and existing bottom of the pond. Provision of topsoil, either salvaged or imported, shall be the responsibility of the Contractor.

The Contractor may salvage existing topsoil. They shall stockpile the material in an appropriate manner, and replace it following regrading activities within the S. High Point Pond. Topsoil salvaged from the site that meets the specifications described in Article 202 of the Standard Specifications may be reused. Stockpiled topsoil shall be stored outside of the pond limits and shall surrounded by silt fence or silt sock. All erosion control measures shall be approved by the Construction Inspector for the project and shall be considered incidental to this bid item.

After final grading, topsoil shall be placed a minimum of 4-inches thick. Final grading and compaction shall be checked by the Construction Inspector or the Project Engineer prior to topsoil placement. Following placement of topsoil on the final surface, the Contractor shall seed and mulch all disturbed areas.

Topsoil stripping, stockpiling, provision, and placement shall be completed in accordance with Article 202 of the Standard Specifications. Seed shall be No Mow Turf Seed Mix, as defined in Article 207 of the Standard Provisions, or an approved equal. A cover crop of Seed Oats is specified per 207.3 of the Standard Specifications. The Contractor is reminded that Soil Stabilizers are required as part of this and all seeding in the City of Madison.

Estimated quantities for both Topsoil and No Mow Turf Seed Mix within the grading limits are 18,985 square yards. Restoration of disturbed areas outside of the grading limits shown on the plan set shall be considered incidental to Bid Item 90007.

Straw mulch shall only be used as an erosion control measure on the bottom of the pond. The mulch shall be "tracked" in to prevent movement of the material. This shall be considered incidental to this bid item. Erosion Control Matting, Class I Urban Type A shall be provided and placed on all sloped areas,

and restored areas outside of the pond. ECRM placed on the side slopes of the pond, within the specified grading limits shall be paid separately. ECRM placed outside the grading limits to stabilize restored areas due to construction traffic shall be considered incidental to Bid Item 90007 – Mobilization.

#### **METHOD OF MEASUREMENT**

Topsoil and Seed as shown on the plan set shall be paid per Square Yard, based on "plan quantity" as shown in the contract without measurement thereof. The plan quantity was computed by measuring the grading limits as shown on the plan set. If the Project Engineer or Construction Engineer request changes to the grading limits, the plan quantity will be revised accordingly.

#### **BASIS OF PAYMENT**

Topsoil and Seed shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including: segregating, stockpiling, and preparing salvaged topsoil, furnishing topsoil from off-site as needed, placing, grading, and raking finished surface.

#### BID ITEM 90017 REGRADING S. HIGH POINT POND

#### **DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to regrade the S. High Point Pond to elevations and dimensions shown in the plan set. The Contractor shall redistribute material generated from excavation of the shelf within the pond, to create a level surface throughout the pond. Regrading will also include reducing the safety bench from 20 feet to 10 feet wide and regrading the slopes between the safety bench and pond bottom. Final elevation of the pond bottom shall be approximately 984.8 feet above mean sea level.

The Contractor shall only use material generated on site. No fill shall be imported to complete the grading. Approximately 7450 cubic yards of material will be redistributed during regrading. The grading area is approximately 3.9 acres.

Regraded material shall be cut, filled, and compacted in accordance with Article 202 of the Standards Specifications. Equipment and materials shall be stored outside of the pond when construction is not occurring.

The Contractor shall salvage existing riprap from the site and replace it after grading activities are complete. No additional riprap will be brought to the site. The Contractor shall replace the riprap in similar dimensions and thicknesses to the original placement and upstream sections. If necessary, the Contractor shall replace the geotextile fabric beneath the riprap. Provision of new geotextile fabric shall be paid separately.

#### **METHOD OF MEASUREMENT**

Regrading S. High Point Pond shall be measured as Cubic Yards of material excavated and redistributed based on Plan Quantity, without measurement thereof. If plan revisions are made, the plan quantity will be altered accordingly.

#### **BASIS OF PAYMENT**

Regrading S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including: generating the excavation cut from the existing berm, placing and compacting the fill material, and final grading.

#### BID ITEM 90018 EROSION CONTROL MATTING S. HIGH POINT POND

#### **DESCRIPTION**

The Contractor shall provide, transport, store, and place Erosion Control Matting, Class I Urban Type A on the side slopes of the pond, following final grading, topsoil placement, and seeding. Work shall be completed in accordance with Article 210 of the Standard Specifications. Estimated quantity of ECRM to be used within the grading limits is 5243 square yards.

Erosion Control Matting, Class I Urban Type A shall also be placed on all restored areas outside of the grading limit. This will be considered incidental to Bid Item 90007 – Mobilization

#### **METHOD OF MEASUREMENT**

Erosion Control Matting S. High Point Pond shall be measured per Square Yard of material based on "plan quantity" as shown in the contract without measurement thereof. The plan quantity was computed by measuring the plan area of the sloped sections. If the Project Engineer or Construction Engineer request changes to the grading limits or slopes, the plan quantity will be revised accordingly.

#### **BASIS OF PAYMENT**

Erosion Control Matting S. High Point Pond shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work.

#### SECTION E: BIDDERS ACKNOWLEDGEMENT

#### RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505

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 - 2015 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,
	; 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.
SIGNA	TURE
0.0	· <del>- · · · · · · · · · · · · · · · · · ·</del>
TITLE,	IF ANY
	and subscribed to before me this day of
	<u> </u>
•	ry Public or other officer authorized to administer oaths)

Rev. 1/23/2015-7505specs.docx E-1

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

#### SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

#### RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505

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

### **Disclosure of Ownership**

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A)** and **(B)** are met.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business					
Not Applicable ☐					
Name of Business					
Street Address or P O Box		City	State	Zip Code	
Name of Business			l .	I	
Street Address or P O Box		City	State	Zip Code	
Name of Business					
Street Address or P O Box		City	State	Zip Code	
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.					
Print the Name of Authorized Officer					
Signature of Authorized Officer	Date Signed				
Name of Corporation, Partnership or Sole Proprietorship					
Street Address or P O Box	_	City	State	Zip Code	

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

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

# **Best Value Contracting**

The	Contractor shall indicate the non-apprenticeable trades used on this contract.	
activ	lison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the reapprentice requirement. Apprenticeable trades are those trades considered apprenticeable 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	
on 33.0 app age	the Contractor shall indicate on the following section which apprenticeable trades are to be used this contract. Compliance with active apprenticeship, to the extent required by M.G.C. (2.07(7), shall be satisfied by documentation from an applicable trade training body; apprenticeship contract with the Wisconsin Department of Workforce Development or a similar tency in another state; or the U.S Department of Labor. This documentation is required prior to a 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	(a
corporation of the State of	(individual), (partnership), hereinafter referred to as the
"Principal") and, a corporation of	of the State of (hereinafter referred to
as the "Surety") and licensed to do business in th	e State of Wisconsin, are held and firmly bound unto the
City of Madison, (hereinafter referred to as the "C	Obligee"), in the sum of five per cent (5%) of the amount
of the total bid or bids of the Principal herein a	accepted by the Obligee, for the payment of which the
Principal and the Surety bind themselves, their h	eirs, 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:

## RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505

- 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.

be signed by their proper officers, on the day and year set forth below. Seal Principal Date By: Name of Surety By: Date This certifies that I have been duly licensed as an agent for the above company in Wisconsin under for the year \_\_\_\_\_, and appointed as attorney in fact with authority to License No. execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked. Date Agent Address

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

#### NOTE TO SURETY & PRINCIPAL

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

City, State and Zip Code

Telephone Number

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
City of Madison, Wisconsin
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.
This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.
Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.
Signature of Authorized Contractor Representative
Data
Date

## **SECTION H: AGREEMENT**

THIS A	AGREEMENT made this day of in the year Two Thousand and Fifteen en hereinafter called the Contractor, and the City of Madison, asin, hereinafter called the City.
WHER	EAS, 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 ctor the work of performing certain construction.
NOW, follows	THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as :
1.	<b>Scope of Work.</b> 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:
	RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505
2.	<b>Completion Date/Contract Time.</b> 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 <u>SEE SPECIAL PROVISIONS</u> , 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
	<b>General and Authorization.</b> 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,

"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.

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

"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

Rev. 1/23/2015-7505specs.docx H-1

grading and landscaping of public lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

# RESTORATION/LANDSCAPING 2015 CONTRACT NO. 7505

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

Countersigned:	Company Name	
Witness Date	President	Date
Witness Date	Secretary	Date
CITY OF MADISON, WISCONSIN		
Provisions have been made to pay the liability that will accrue under this contract.	Approved as to form:	
Finance Director	City Attorney	
Signed this day of		
Witness	Mayor	Date
Witness	City Clerk	Date

# **SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS	•			
as	principal, and			
Company ofas surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of(\$) Dollars, lawful money of the Jnited States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our espective 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:				
	ATION/LANDSCAPING 2015 ONTRACT NO. 7505			
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 thisday of				
Countersigned:				
	Company Name (Principal)			
Witness	President Seal			
Secretary				
Approved as to form:	Surety Seal Salary Employee Commission  By			
City Attorney	Attorney-in-Fact			
License No for	nsed as an agent for the above company in Wisconsin under the year 20, and appointed as attorney-in-fact with rformance bond which power of attorney has not been revoked.			
Date	Agent Signature			

I-1

# **SECTION J: PREVAILING WAGE RATES**

#### PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/7/2015

**DETERMINATION NUMBER:** 201500014

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before

12/31/2015. If NOT, You MUST Reapply.

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

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

CONTRACTING AGENCY: CITY OF MADISON - ENGINEERING

## **CLASSIFICATION:**

Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing\_wage\_rate/Dictionary/dictionary\_main.htm.

#### **OVERTIME:**

Time and one-half must be paid for all hours worked:

- over 10 hours per day on prevailing wage projects
- over 40 hours per calendar week
- Saturday and Sunday
- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25:
- The day before if January 1, July 4 or December 25 falls on a Saturday;
- The day following if January 1, July 4 or December 25 falls on a Sunday.

Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.

A DOT Premium (discussed below) may supersede this time and one-half requirement.

## FUTURE INCREASE:

When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.

#### PREMIUM PAY:

If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.

#### DOT PREMIUM:

This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.

#### APPRENTICES:

Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.

#### SUBJOURNEY:

Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
  - 1. January 1.
  - 2. The last Monday in May.
  - 3. July 4.
  - 4. The first Monday in September.
  - 5. The 4th Thursday in November.
  - 6. December 25.
  - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
  - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

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

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

## **BUILDING OR HEAVY CONSTRUCTION**

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

	SKILLED TRADES				
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72	
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59	
103	Bricklayer, Blocklayer or Stonemason Future Increase(s):    Add \$1.40 on 06/01/2015; 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.	32.82	18.66	51.48	
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72	
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; 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.	32.72	16.00	48.72	
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72	
107	Cement Finisher	31.98	12.04	44.02	
108	Drywall Taper or Finisher	26.05	18.23	44.28	
109	Electrician Future Increase(s): Add \$1.20/hr on 6/1/15; 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.	34.82	19.67	54.49	
110	Elevator Constructor	43.84	27.09	70.93	

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
111	Fence Erector	18.00	6.09	24.09
112	Fire Sprinkler Fitter	36.79	18.81	55.60
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	15.90	47.30
118	Line Constructor (Electrical)	39.50	17.73	57.23
119	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13
121	Metal Building Erector	19.05	8.08	27.13
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2015; Add \$1.47/hr on 6/1/2016.	34.44	16.07	50.51
123	Overhead Door Installer	27.46	1.98	29.44
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. 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.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	30.83	20.89	51.72
129	Plasterer Future Increase(s): Add \$1.56 on 06/01/2015; Add \$1.61 on 06/01/2016; Add\$1.66 on 06/01/2017	32.65	19.36	52.01
130	Plumber Future Increase(s): Add \$1.80 on 6/1/15	37.57	17.47	55.04

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
132	Refrigeration Mechanic Future Increase(s): Add \$1.80 on 6/1/15	44.20	18.26	62.46
133	Roofer or Waterproofer	29.40	11.31	40.71
134	Sheet Metal Worker	34.45	22.54	56.99
135	Steamfitter Future Increase(s): Add \$1.80/hr on 6/1/15.	44.20	18.26	62.46
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	12.74	35.24
138	Temperature Control Installer	42.95	15.04	57.99
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	26.76	58.36
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.90	9.83	31.73
	TRUCK DRIVERS			

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE		
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$	
201	Single Axle or Two Axle	32.89	18.96	51.85	
203	Three or More Axle	18.00	21.99	39.99	

06/06/2016

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	21.99	39.99
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.97	15.12	40.09
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	Landscaper	18.75	10.26	29.01
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.55	14.14	35.69
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.82	14.16	32.98
314	Railroad Track Laborer	14.50	5.29	19.79
315	Final Construction Clean-Up Worker Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff.	24.97	15.12	40.09

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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).  Future Increase(s):  Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47
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 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
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.  Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
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.	35.72	17.85	53.57
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.		20.40	55.86
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA		ORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):  Add \$1.60/hr on 6/2/2015; 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.	36.67	19.78	56.45
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, Towe 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 6/2/2015; Add \$1.60/hr on 6/3/2016.  Premium Increase(s):  Add \$.25/hr for all >45 Ton lifting capacity cranes.	35.42 r	19.78	55.20
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 6/2/2015; Add \$1.60/hr on 6/3/2016.	-	19.78	54.00

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
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 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
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 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	50.77
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	33.12	19.35	52.47
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

# SEWER, WATER OR TUNNEL CONSTRUCTION

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

	SKILLED TRADES					
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$		
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13		
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/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.	34.13	20.61	54.74		
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96		
109	Electrician 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.	33.93	22.77	56.70		
111	Fence Erector	18.00	6.09	24.09		
116	Ironworker	31.50	20.01	51.51		
118	Line Constructor (Electrical)	39.50	17.73	57.23		
125	Pavement Marking Operator	30.10	17.34	47.44		
126	Piledriver	29.56	25.71	55.27		
130	Plumber	21.50	0.00	21.50		
135	Steamfitter	42.95	17.81	60.76		
137	Teledata Technician or Installer	22.25	12.24	34.49		
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70		
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30		

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.50	4.97	24.47
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
OODL	TRADE ON GOOD ATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; 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.	26.34	15.13	41.47
303	Landscaper	39.43	0.00	39.43

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<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.  Future Increase(s):  Add \$1.55/hr on 6/1/2015.  Premium Increase(s):  Add \$.25/hr for operating tower crane.	37.24	20.10	\$ 57.34
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; Skick Rig; Telehandler; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	54.00
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 (Roter 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 6/2/2015; Add \$1.60/hr on 6/3/2016.		19.78	53.47

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Chair Type Having 8-Inch Bucket & Under); Winches & A-Frames.		18.96	49.78
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.	30.69	18.46	49.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.19	18.96	49.15
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

# AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; 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.	32.72	16.00	48.72
107	Cement Finisher  Future Increase(s):    Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician 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.	33.93	22.77	56.70
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
124	Painter	26.65	13.10	39.75
125	Pavement Marking Operator	29.22	25.90	55.12
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2015; 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.	33.24	16.00	49.24
133	Roofer or Waterproofer	29.40	11.31	40.71

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.29	46.89
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.73	12.17	33.90
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
	<del></del>	\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s):     Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;     Add \$1.25/hr on 6/1/2017.  Premium Increase(s):     DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	30.27	21.15	51.42
205	Pavement Marking Vehicle	23.16	21.13	44.29
206	Shadow or Pilot Vehicle	24.37	17.77	42.14

Premium Increase(s):

207	Truck Mechanic	24.52	17.77	42.29
	LABORERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	Future Increase(s):     Add \$1.05/hr eff. 06/01/2015; 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).	30.41	15.14	45.55
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	Future Increase(s):     Add \$1.05/hr eff. 06/01/2015; 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).	30.41	15.14	45.55
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Promium Increase(s):	26.76	15.14	41.90

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL
	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.	\$	<b>\$</b>	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO			
	AIN ON TAVEMENT ON STATE MISHWAT GO	NOTROCTION		
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Ove 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;  Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	37.72 r	21.15	58.87
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	58.37

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS	<b>TOTAL</b>
		\$	\$	\$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	36.72	21.15	57.87

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader: Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane WIth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu vds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe: Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.

Future Increase(s):

Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.  Future Increase(s):  Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	36.46	21.15	57.61
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):     Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):     DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	57.32
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
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	<b>S</b>	20.40	55.86

# 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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; 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.	32.72	16.00	48.72
107	Cement Finisher  Future Increase(s):    Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician	35.72	19.17	54.89
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
133	Roofer or Waterproofer	29.40	11.31	40.71
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
TRADE OR OCCUPATION	\$	\$	\$
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
TRUCK DRIVERS			
Frings Panafite Must Ba Baid On All Hours Worked	HOURIV	HOURI V	
	<b>BASIC RATE</b>	FRINGE	TOTAL
	\$	\$	\$
Single Axle or Two Axle	25.18	18.31	43.49
Add \$1.15/hr on 6/1/2015.			
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.			
Three or More Axle	16.00	0.00	16.00
Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.			
Pavement Marking Vehicle	20.85	11.02	31.87
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	16.00	0.00	16.00
LABORERS			
Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	<u>TOTAL</u>
	\$	\$	\$
General Laborer	29.32	12.44	41.76
Landscaper	30.13	15.14	45.27
Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff.			
	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY Groundman - ELECTRICAL LINE CONSTRUCTION ONLY TRUCK DRIVERS  Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION  Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.  Three or More Axle  Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.  Pavement Marking Vehicle  Shadow or Pilot Vehicle  Truck Mechanic  LABORERS  Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION  General Laborer  Landscaper Future Increase(s):	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  TRUCK DRIVERS  Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION  Single Axle or Two Axle Future Increase(s):	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY 31.60 15.19  Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY 27.65 13.44  Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY 25.68 13.28  Groundman - ELECTRICAL LINE CONSTRUCTION ONLY 21.75 12.97  TRUCK DRIVERS  Fringe Benefits Must Be Paid On All Hours Worked TRADE OF PAY \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Determ	ination No. 201500014			Page 24 of 32
CODE	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION  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).	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
304	Flagperson or Traffic Control Person	19.06	14.29	33.35
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79
	HEAVY EQUIPMENT OPERATO CONCRETE PAVEMENT OR BRIDG			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without	37.72	21.15	58.87

Mechanic.
Future Increase(s):

Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

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

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.

A-Frames.

Deteill	mation 10. 201500014			age 23 of 32
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
542	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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;  Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	58.37
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or	35.72	17.85	53.57

Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More

Tugger (NOT Performing Work on the Great Lakes); Winches &

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;

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger Joint Sawer (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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	36.46	21.15	57.61
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.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

# HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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.	36.72 n	20.40	57.12
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;  Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.		21.15	58.37
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 Levele 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 6/2/2015; Add \$1.60/hr on 6/3/2016.	i i r	19.78	53.47

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
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 Sawer (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.  Future Increase(s):  Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.17	20.80	56.97
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):     DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.  See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm.	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

## **RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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

	SKILLED TRADES				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$	
101	Acoustic Ceiling Tile Installer	33.07	16.07	49.14	
102	Boilermaker	32.05	28.04	60.09	
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; 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.	32.82	18.66	51.48	
104	Cabinet Installer	34.42	0.00	34.42	
105	Carpenter	31.40	2.01	33.41	
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00	
107	Cement Finisher	24.08	0.00	24.08	
108	Drywall Taper or Finisher	8.50	0.00	8.50	
109	Electrician	20.00	6.62	26.62	
110	Elevator Constructor	23.26	0.00	23.26	
111	Fence Erector	16.00	3.76	19.76	
112	Fire Sprinkler Fitter	39.00	18.00	57.00	
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49	
114	Heat or Frost Insulator	33.43	25.81	59.24	
115	Insulator (Batt or Blown)	23.00	10.55	33.55	
116	Ironworker	31.50	20.01	51.51	
117	Lather	31.40	2.01	33.41	
119	Marble Finisher	16.25	2.32	18.57	
120	Marble Mason	32.09	18.04	50.13	

Three or More Axle

Truck Mechanic

Pavement Marking Vehicle

203

205

207

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
121	Metal Building Erector	18.00	5.88	23.88
123	Overhead Door Installer	16.65	1.03	17.68
124	Painter	25.75	8.94	34.69
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	25.00	10.45	35.45
130	Plumber	30.00	10.44	40.44
132	Refrigeration Mechanic	17.00	13.56	30.56
133	Roofer or Waterproofer	15.00	1.37	16.37
134	Sheet Metal Worker	22.54	5.20	27.74
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	1.62	23.62
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter Future Increase(s): Add \$1.40/hr on 6/01/2015; Add \$1.45/hr on 6/06/2016.	31.55	18.26	49.81
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
146	Well Driller or Pump Installer	12.75	9.50	22.25
147	Siding Installer	17.25	0.00	17.25
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	16.50	0.00	16.50

18.00

20.85

18.00

2.44

11.02

2.44

20.44

31.87

20.44

#### **LABORERS**

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	24.21	8.02	32.23
302	Asbestos Abatement Worker	16.50	8.21	24.71
303	Landscaper	12.00	0.00	12.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
315	Final Construction Clean-Up Worker	10.00	3.47	13.47

# HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

CODE	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	ASIC RATE FRINGE	<b>TOT</b> 1.
	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier: Asphalt Milling Machine: Asphalt	34 22	19 78	54 00

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.

Future Increase(s):

Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.

558

57.87

21.15

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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.

36.72

## 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

### 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: <a href="http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm">http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm</a>. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Contractors - 02/14-JE