

Contract Routing Form

ROUTING: Routine

printed on: 06/26/2015

Contract between: Homburg Contractors, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Central Park Phase 1B

Contract No.: 7059
Enactment No.: RES-15-00543
Dollar Amount: 491,509.40

File No.: 38632
Enactment Date: 06/19/2015

*Contract approved & posted in Manis
KLSV*

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-29-2015	6-29-2015
Director of Civil Rights	6-29-15	7/6/15 MCD
Risk Manager	7-8-15	8/5/15 KRB
Finance Director	8-5-15 KLSV	8-14-15
City Attorney	1008 8-14-15	8-17-15
Mayor	8-17-15	8-17-15

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

Original + 2 Copies

06/26/2015 14:41:53 enknb - Janet Schmidt-261-9688

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: see above
AA Plan: APPROVED: 3-1-16
Amendment / Addendum # —
Type: POS / Dwp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #: 38632 Version: 1

Name: Awarding Public Works Contract No. 7059, Central Park - Phase 1B.

Type: Resolution

Status: Passed

File created: 5/26/2015

In control: BOARD OF PUBLIC WORKS

On agenda: 6/16/2015

Final action: 6/16/2015

Enactment date: 6/19/2015

Enactment #: RES-15-00543

Title: Awarding Public Works Contract No. 7059, Central Park - Phase 1B.

Sponsors: BOARD OF PUBLIC WORKSAttachments: 1. Contract 7059.pdf[History \(3\)](#)[Text](#)**Fiscal Note**

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7059, Central Park - Phase 1B.

Body

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

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

See attached document (Contract No. 7059) for itemization of bids.

KLS
SPM

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7059
CENTRAL PARK – PHASE 1B

HOMBURG CONTRACTORS, INC.

\$491,509.40

Acct. No. 10798-51-130:54250 (98863)
Contingency 8%±

\$491,509.40
39,320.60

GRAND TOTAL

\$530,830.00

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search**

Thursday, June 18, 2015

 PARKER, BROOKE L
MOUNT HOREB WI

 License Status: Active
 License No: 2512433
 NPN No: 10068217
 Effective Date: 12-17-2007
 Expiration Date: 12-31-2015
 License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	12-17-2007	Active
Casualty	Resident	12-17-2007	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	08-26-2009		
	PROP/Active	08-26-2009		
Allmerica Financial Alliance Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Allmerica Financial Benefit Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Capitol Indemnity Corporation	CAS/Inactive	01-14-2008	05-15-2015	Canceled
	PROP/Inactive	01-14-2008	05-15-2015	Canceled
Chubb Indemnity Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Chubb National Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Cincinnati Casualty Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Cincinnati Indemnity Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Cincinnati Insurance Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Citizens Insurance Company of America	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		

Donegal Mutual Insurance Company	CAS/Inactive	11-12-2012	10-28-2014	Canceled
	PROP/Inactive	11-12-2012	10-28-2014	Canceled
Executive Risk Indemnity Inc.	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Federal Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Fidelity and Deposit Company of Maryland	CAS/Active	01-24-2008		
	PROP/Active	01-24-2008		
General Casualty Company of Wisconsin	CAS/Active	07-06-2011		
	PROP/Active	07-06-2011		
Great Northern Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Guarantee Company of North America USA, The	CAS/Active	01-11-2008		
Hanover Insurance Company, The	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Massachusetts Bay Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Merchants Bonding Company (Mutual)	CAS/Active	01-22-2008		
Merchants National Bonding, Inc.	CAS/Active	02-06-2013		
Midwest Family Mutual Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Old Republic Insurance Company	CAS/Active	06-09-2011		
	CAS/Inactive	01-15-2008	01-11-2011	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Active	06-09-2011		
	CAS/Inactive	01-15-2008	01-11-2011	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Pioneer Specialty Insurance Company	CAS/Active	08-01-2013		
	PROP/Active	08-01-2013		
Platte River Insurance Company	CAS/Inactive	01-14-2008	05-15-2015	Canceled
	PROP/Inactive	01-14-2008	05-15-2015	Canceled

Regent Insurance Company	CAS/Active	07-06-2011		
	PROP/Active	07-06-2011		
Sheboygan Falls Insurance Company	CAS/Inactive	11-12-2012	10-28-2014	Canceled
	PROP/Inactive	11-12-2012	10-28-2014	Canceled
SOCIETY INSURANCE, a mutual company	CAS/Active	01-15-2010		
	PROP/Active	01-15-2010		
Travelers Casualty and Surety Company of America	CAS/Active	02-08-2008		
	PROP/Active	02-08-2008		
United Fire & Casualty Company	CAS/Active	01-22-2009		
	PROP/Active	01-22-2009		
United Wisconsin Insurance Company	CAS/Active	06-05-2009		
Vigilant Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
West Bend Mutual Insurance Company	CAS/Active	06-25-2008		
	PROP/Active	06-25-2008		
Western National Mutual Insurance Company	CAS/Active	08-01-2013		
	PROP/Active	08-01-2013		
Western Surety Company	CAS/Active	01-18-2008		

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$491,509.40
CONTRACTOR'S OFFICE COPY

BID OF HOMBURG CONTRACTORS, INC.

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CENTRAL PARK PHASE 1B

CONTRACT NO. 7059

PROJECT NO. 53W1604

MUNIS NO. 10798

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 16, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**THIS PROJECT IS FEDERALLY FUNDED
DBE GOAL 12% ID 5992-01-99**

**CENTRAL PARK-PHASE 1B
CONTRACT NO. 7059**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS	A-1
SECTION B: INSTRUCTIONS TO BIDDERS.....	B-1
SECTION C: FHWA 1273	C-1
SECTION D: NOTICE OF REQUIRED AFFIRMATIVE ACTION	D-1
SECTION E: BUY AMERICAN AND DEBARMENT PROVISIONS	E-1
SECTION F: ADDITIONAL FEDERAL-AID PROVISIONS	F-1
SECTION G: WisDOT SUPPLEMENTAL CONTRACT PROVISIONS	G-1
SECTION H: SPECIAL PROVISIONS.....	H-1
SECTION H: SPECIAL PROVISIONS – APPENDIX A SOIL BORINGS	H-39
SECTION H: SPECIAL PROVISIONS – APPENDIX B ELECTRICAL.....	H-57
SECTION I: BIDDERS ACKNOWLEDGEMENT, DISCLOSURE OF OWNERSHIP & BVC	I-1
SECTION J: BID BOND	J-1
SECTION K: AGREEMENT	K-1
SECTION L: PAYMENT AND PERFORMANCE BOND	L-1
SECTION M: LIST OF SUBCONTRACTORS	M-1
SECTION N: WAGE RATES	N-1
SECTION O: PROPOSAL.....	O-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

SECTION A: ADVERTISEMENT FOR BID

PROJECT NAME: CENTRAL PARK-PHASE 1B

CONTRACT NUMBER: 7059

DBE GOAL: 12%

Note: This Project is **FEDERALLY FUNDED**

Plans and Specifications are available starting May 1, 2015, at <https://bidexpress.com/login>.

Prequalifications: Bidders who have not been prequalified by the City Engineer and Affirmative Action Director must submit their application on or before 1:00 p.m., May 15, 2015, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Forms are available at the same location or on our website at <http://www.cityofmadison.com/business/pw/forms.cfm>.

Bidders must be prequalified by the City in the following Type(s) of Construction: Street Construction (310).

Submittal: Bidders must submit proposals no later than **1:00 P.M.** local time, **Friday, May 22, 2015**. Bids to be submitted by hand shall be in a sealed envelope to 1600 Emil Street, Madison, WI 53713. Bids may be submitted online at www.bidexpress.com.

Bids will be publicly opened and read aloud at **1:30 P.M. on Friday, May 22, 2015** at 1600 Emil Street, Madison, WI.

Proposal Guaranty: The bidder must submit with its sealed bid a properly executed bid bond or certified check in an amount equal to five percent (5%) of the total bid or certificate of Annual Bid Bond. In case the successful bidder fails to submit an executed contract and payment and performance bond, the amount of the bid bond shall be forfeited to the City as liquidated damages.

Hours of Labor and Minimum Wage Rate: Pursuant to regulations provided by applicable federal and/or state Laws, the hours of labor and minimum wage rates are set forth in the bidding proposals.

Disadvantaged Business Enterprise (DBE): It is the policy for this project that disadvantaged business enterprises, as defined by 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of this contract. This project has an assigned goal of 12% Disadvantaged Business Enterprise (DBE). Bidders must demonstrate a good faith effort to meet this goal.

Affirmative Action: The City will affirmatively insure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and they will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Affidavit of Non-Collusion: This project requires that an affidavit of non-collusion be incorporated as part of the proposal requirements provided to each prospective bidder. Failure to complete the sworn statement will make the bid non-responsive and not eligible for award considerations.

Bid Rejection: The City of Madison reserves the right to reject any or all bids, to waive irregularities, or to accept such bids, as in the opinion of the City of Madison, will be in its best interest.

General Construction: Construction of Central Park Phase 1B, City of Madison
State project number is 5992-01-99 and City project number is 53W1604. The project includes constructing a plaza space, sidewalk, and park amenities.
For further information contact Janet Schmidt (608) 261-9688.

Contract Completion Date: November 2, 2015

Wisconsin State Journal: May 1, May 8 and May 15, 2015

SECTION B: INSTRUCTIONS TO BIDDERS

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, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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.

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

SECTION C: FHWA 1273

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

SECTION C: FHWA 1273

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

SECTION C: FHWA 1273

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

SECTION C: FHWA 1273

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification — First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

SECTION C: FHWA 1273

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SECTION C: FHWA 1273

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION D: NOTICE OF REQUIRED AFFIRMATIVE ACTION

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

SECTION D: NOTICE OF REQUIRED AFFIRMATIVE ACTION

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.4 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/hidden/ws4567.doc>

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DECEMBER 2000

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

SECTION E: BUY AMERICA AND DEBARMENT PROVISIONS

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision 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. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

Effective with December 2014 Letting

ASP 3

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

Effective with December 2014 Letting**ASP 3**

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process**a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

Effective with December 2014 Letting

ASP 3

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A*. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

Effective with December 2014 Letting**ASP 3**

capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.

- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
- iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
 6150 Fond du Lac Ave.
 Milwaukee, WI 53218
 Phone: 414-438-4583 / 608-266-6961
 Fax: 414-438-5392
 E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

Effective with December 2014 Letting**ASP 3**

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation**Department's DBE List**

- a. The department maintains a DBE list on the department's website at
<http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation**Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

Effective with December 2014 Letting**ASP 3****10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Effective with December 2014 Letting

ASP 3

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Effective with December 2014 Letting

ASP 3

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
☐ No, we are not interested in quoting on the letting or its items referenced below
☐ Please take our name off your monthly DBE contact list
☐ We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor's Contact Person

DBE Contractor Contact Person

Phone: _____

Fax: _____

Email: _____

Phone: _____

Fax: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.If there are further questions please direct them to the prime contractor's contact person at phone number.

Effective with December 2014 Letting

ASP 3

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

Effective with December 2014 Letting

ASP 3

APPENDIX C**Types of Efforts considered in determining GFE***This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

Effective with December 2014 Letting

ASP 3

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Effective with December 2014 Letting**ASP 3**

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Effective with December 2014 Letting

ASP 3

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

Effective with December 2014 Letting**ASP 3**

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

COMMITMENT TO SUBCONTRACT TO DBE NON-TRADITIONAL PROJECTS

Wisconsin Department of Transportation

DT1880 4/2010 s.84.06(2) Wis. Stats.

Project(s): _____

 Prime Contractor: _____
 County: _____

Letting Date: _____

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted within **10 business days** after the notification of contract award. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total \$ Value of: _____

Prime Contract: _____

DBE Contract Goal: _____ %

This form must be completed and returned for **THIS** contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
SUBTOTAL DBE \$ VALUE			A (\$)	TOTAL %	
			V (\$)	TOTAL %	

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
SUBTOTAL DBE \$ VALUE			A (\$)	TOTAL %	
			V (\$)	TOTAL %	

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
SUBTOTAL DBE \$ VALUE			A (\$)	TOTAL %			
			V (\$)	TOTAL %			
GRAND TOTAL DBE \$ VALUE			A (\$)	TOTAL %			
			V (\$)	TOTAL %			
			T =	TOTAL %			

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	Government Use Only Approved Amounts		X (Authorized Agent) (Date) Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965
	A = \$	%	
	V = \$	%	
	Total = \$	%	
	Signature: Date: Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Proposal Number _____

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed **on the next line** for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Certificate of Good Faith Efforts form (DT1202 6/2007.)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. For one truck owned by the DBE firm, they can receive DBE credit for a truck leased from a non-DBE firm (one DBE truck owned = one non-DBE truck leased).
 - d. Trucks leased from non-DBE firms above the one-for-one ratio described in letter c, will be given DBE credit only for the brokerage fee charged by the DBE.
 - e. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-6961.

SECTION F: ADDITIONAL FEDERAL-AID PROVISIONS
COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	Total \$ Value of Prime Contract:

Name of DBE Firm Participating in this Contract:
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>
Type of Work or Type of Material Supplied:
Total Subcontract Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.	Participating DBE Firm Representative's Signature
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	Date

# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

CERTIFICATE OF GOOD FAITH EFFORTS

DT1202 6/2007

Wisconsin Department of Transportation

The intent of this certification is to document the good faith efforts implemented by the apparent successful low bidder in soliciting and utilizing DBE firms to meet DBE participation requirements based on 49 CFR Part 26. This certificate will assist WisDOT in determining whether the apparent successful low bidder has implemented comprehensive good faith efforts as specified in C.5 of Disadvantaged Business Enterprise Program Additional Special Provisions 3, referenced below.

Failure to implement "good faith" efforts to the satisfaction of WisDOT may declare the bid ineligible for execution.

State Project ID	Road	County
Description		

Provide a brief summary of why the DBE participation goals on this contract proposal have not been met. (Attach additional pages if necessary.)

Identifying Subcontract Work Items

Contractors are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, contractors will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

C.5(3)2. Which portions of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms? (Attach additional pages if necessary.)

Notifying DBE Firms of Contracting; Opportunities

C.5(3)4. Solicitations by mail must be made to all DBE firms identified in WisDOT's Unified Certification Program DBE Directory that do the type of work which is proposed to be subcontracted. Following this initial solicitation, at least one telephone call per quarter must be made to any DBE firms which have not responded to the mailing.

In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space also indicate when firms received subsequent telephone solicitations. Please attach additional pages(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

SECTION F: ADDITIONAL FEDERAL-AID PROVISIONS

Company Contacted	Date	DBE	Telephone	Date

C.5(3)8. Were the services of the WisDOT DBE Support Services Office used to assist in the recruitment of DBE firms? ☐ Yes ☐ No

Contact was made by <input type="checkbox"/> Telephone <input type="checkbox"/> Written Correspondence	Date Contact was made
Provide a brief description of your communication	

Providing DBE's With Assistance

C.5(3)4.2. Explain any efforts undertaken to provide DBE firms with information about project plans, specifications and requirements of the contract. (Attach additional pages if necessary.)

C.5(3)5. Describe any efforts undertaken to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by WisDOT or the contractor. (Attach additional pages if necessary.)

C.5(3)7. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project or other special services used in order to foster DBE participation. (Attach additional pages if necessary.)

Soliciting Quotes From Interested DBE Firms

Contractors must solicit quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification based on a thorough investigation of the capabilities of the DBE firms.

C.5(3)4.4.

Submit copies of all quotes received from DBEs and provide a brief explanation of why these DBE project quotes were rejected. Submit copies of non-DBE quotes that were used instead of the rejected DBE quotes.

SECTION F: ADDITIONAL FEDERAL-AID PROVISIONS

Return to:
Wisconsin Department of Transportation
DBE Program Office, Rm. 451
PO Box 7965
Madison, WI 53707-7965

I certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in B.1 in the Disadvantaged Business Enterprise Additional Special Provisions 3.

I certify that the information given in the Certificate of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

(Bidder/Authorized Representative Signature)

(Print Name)

(Title)

State of Wisconsin)
) ss.
_____ County)

Subscribed and sworn to before me this date: _____

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

November 2013

ASP-4

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Effective with May 2015 Letting**ASP-6****ADDITIONAL SPECIAL PROVISION 6****ASP 6 - Modifications to the standard specifications***Make the following revisions to the standard specifications:***450.3.2.1 General***Replace the entire text with the following effective with the January 2015 letting:*

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.

450.5 Payment*Replace the entire text with the following effective with the May 2015 letting:*

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
- (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
- (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
- (4) The contractor is responsible for the quality of HMA pavement placed in cold weather. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.

455.3.2.1 General*Replace the paragraphs one and two with the following effective with the January 2015 letting:*

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

Effective with May 2015 Letting**ASP-6****460.2.2.3 Aggregate Gradation Master Range***Replace paragraph one with the following effective with the December 2014 letting:*

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 - 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving*Add a new subsection as follows effective with the May 2015 letting:***460.3.4 Cold Weather Paving****460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

Effective with May 2015 Letting**ASP-6****460.4 Measurement***Add paragraph two as follows effective with the January 2015 letting:*

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General*Revise paragraph one as follows effective with the January 2015 letting:*

- (1) The department will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density*Revise paragraph two as follows effective with the January 2015 letting:*

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving*Add a new subsection as follows effective with the May 2015 letting:***460.5.2.4 Cold Weather Paving**

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials*Replace paragraph two with the following effective with the December 2014 letting:*

- (2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

Effective with May 2015 Letting**ASP-6****506.3.2 Shop Drawings**Replace the entire text with the following effective with the May 2015 letting:

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

Bid Items AddedAdd the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

ErrataMake the following corrections to the standard specifications:**501.3.2.4.4 Water Reducer**Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

506.5 PaymentCorrect errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

SECTION G: WisDOT SUPPLEMENTAL CONTRACT PROVISIONS

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, ecudid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

SECTION G: WisDOT SUPPLEMENTAL CONTRACT PROVISIONS

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

SECTION H: SPECIAL PROVISIONS

CENTRAL PARK-PHASE 1B CONTRACT NO. 7059

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.

The current edition of Part 1 of the WisDOT Standard Specifications for Highway and Structure Construction will be a part of this contract and will govern the work on this contract. If there is any conflict between Part 1 of the WisDOT Standard Specifications and the City of Madison Standard Specifications for Public Works Construction, then the stricter of the two shall apply. Furthermore references to WisDOT personnel or positions will be interpreted as a reference to the applicable City of Madison personnel or positions. Part 1 language that solely refers to WisDOT State let procedures would not apply.

ARTICLE 102 – BIDDING REQUIREMENTS AND CONDITIONS

Each bidder shall meet or show adequate good faith efforts to meet the DBE project goal. The bidder shall meet or exceed or demonstrate that it could not meet the goal despite its best efforts.

This information **MUST BE SUBMITTED WITH THE BID** or submitted electronically through Bid Express. Commitment to Subcontract to DBE Non-Traditional Projects Form (DT1880) and all necessary attachment A forms, as well as Good Faith Waiver Form (DT1202) and supporting documentation as necessary is due by the specified bid closing time and date. Bids submitted without this information shall be deemed non-responsible and the bidder ineligible for award of this contract.

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

The wages and benefits paid on this contract shall be in accordance with both of the following minimum wage rates contained in Section N

- 1) U.S. Department of Labor Davis-Bacon act Minimum Wage Rates
- 2) Prevailing Wage Rate Determination Issued by the State of Wisconsin Department of Workforce Development for the following types of work:

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

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

The wages and benefits paid on the contract shall not be less than those specified in Section N.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established

under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

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

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

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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 - SCOPE OF WORK

Base bid work under this contract for Central Park Construction shall include earthwork, storm sewer, water services, asphalt pavement, concrete pavement, curb and gutter, sidewalk, electrical, lighting, park amenities, and associated restoration.

Central Park Construction project limits are in one main area: The Gateway Plaza at the east end of the Great Lawn. The Great Lawn is located between S. Ingersoll Street and S. Baldwin Street bound by the railroad tracks on northwest and southeast sides. The Gateway Plaza is located at the north side of E. Wilson Street as an extension of S. Few Street into the park across the railroad tracks into the Great Lawn. The project limits also include sidewalk along the north side of E. Wilson Street between S. Ingersoll Street and S. Baldwin Street.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.6 DECREASED AND DELETED ITEMS

The Engineer reserves the right to delete items that are not used for the final construction of the park. If actual quantities are less than estimated, or if items are deleted from the Contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

ARTICLE 105 – CONTROL OF THE WORK

SECTION 105.1 AUTHORITY OF THE ENGINEER

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

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

Questions during the bidding phase should be first directed to:

Jaime Kurten, P.E.
MSA Professional Services, Inc.
2901 International Lane, Suite 300
Madison, WI 53704
Ph: 608.242.7779
Fax: 608.242.5664
Email: jkurten@msa-ps.com

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Central Park Skate Park may be performed concurrently with this project. The Contractor shall coordinate and work cooperatively with the Contractor, Drax Company, on the skate park project for schedule, access, grading, concrete paving, and fence installation as it is immediately adjacent to this project. The Skate Park construction is anticipated to be completed by August 19, 2015.

Wisconsin and Southern Railroad LLC Co. (WSOR)

Contact:

Roger Schaalma
1890 East Johnson Street
Madison, WI 53704
Phone: 608-620-2044
Email: roger.schaalma@watcocompanies.com

Wisconsin and Southern Railroad has automated flashing lights and signal and circuits for the at grade crossing at Few Street.

Conflicts with this facility are not anticipated with this phase of the project.

MG&E-Electric

Contact:

Chris Erickson
P.O. Box 1231
Madison, WI 53701
Phone: 608-252-5670
Cell: 608-516-7940
Email: cerickson@mge.com

A buried electric line is located outside of the project limits on the north side of the ATC underground transmission line located north of the MG&E spur line. This line runs east to west from S. Ingersoll Street to S. Few Street where it bends toward the north. An additional buried electrical line runs south from the Sprint/Prime Co/PCS across E. Wilson Street to a power pole. The buried electric continues to the west approximately 40 feet. At the power pole the electric turns to overhead and heads to the east in the south terrace of E. Wilson Street. Approximately 125 feet east of the power pole is a second power pole where the overhead branches off towards S. Few Street.

MG&E also has a buried 9 duct package running parallel to the centerline on the eastern half of Ingersoll Street. This approximate size of box is 3' x 3' and at a depth of approximately 2' to the top of the box. MG&E also has an overhead line that runs south to north in the west terrace of S. Ingersoll Street

Conflicts with this facility are not anticipated with this phase of the project.

MG&E-Gas

Contact:

Sean Endres
P.O. Box 1231
Madison, WI 53701
Phone: 608-252-5618
Cell: 608-444-9628
Email: sendres@mge.com

A high pressure gas line runs east to west along the south pavement edge of E. Wilson Street. An additional gas line runs east to west also parallel to E. Wilson Street beneath the sidewalk on the south side of E. Wilson Street. This line heads north at S. Ingersoll Street and runs parallel to S. Ingersoll Street in the west terrace approximately 40' north of the Wisconsin and Southern railroad tracks before it was cut and abandoned. Gas that extends beyond 150' north of E. Wilson Street on S. Ingersoll Street including any laterals that run to the east and west from this main are abandoned.

Conflicts with this facility are not anticipated with this phase of the project.

AT&T

Contact:

Carol Anason
316 E. Washington Ave. Rm 607
Madison, WI 53703
Phone: 608-252-2385
Email: ca2624@att.com

AT&T has buried fiber optic that runs east to west on the northeast corner of the proposed park. Within the project limits bound by S. Brearly Street on the west and S. Baldwin Street on the east the fiber is located directly between the WSOR railroad track split just west of S. Baldwin Street. AT&T will be removing the marker post that is in conflict with the proposed sidewalk. AT&T facilities vary in depth between 30" – 36" and will likely be located with the washed stone layer of the pervious sidewalk.

AT&T will be removing their marker posts that are in conflict prior to construction. No other conflicts with AT&T's facilities are anticipated.

Wisconsin DOA

Contact:

Lisa Gilbert
Email: lisa.gilbert@wisconsin.gov

Wisconsin Department of Administration has buried fiber optic that runs east to west parallel with E. Wilson Street. Within the project limits bound by S. Bearly Street on the west and S. Baldwin Street on the east the fiber optic and marker posts are located approximately 5 feet south of the existing park right way line between the right of way and the back of existing curb on E. Wilson Street.

Wisconsin Department of Administration will be removing the marker posts that are in conflict with the proposed sidewalk. Their facilities are located at a minimum depth of 36" and may be located within the washed stone layer of the pervious sidewalk. Undistributed quantities of utility line openings (ULOs) have been included for locating the depth of DOA's facilities along E. Wilson Street. After the ULOs are completed the Construction Engineer will review with Wisconsin DOA to determine if the facilities will be relocated to avoid the sidewalk or if the stone layer could be modified to avoid the utility.

Provide 14 days notice prior to pouring the sidewalk along east Wilson Street. Schedule sidewalk work so that DOA's Contractor can be present to ensure the adjustment of their hand hole located within the sidewalk.

MCI Communications

Contact:

Steve Bonczkowski
Phone: 630-327-6959
Email: Stephen.bonczkowski@verizon.com

MCI Communications has buried fiber optic that runs from the east to the west on the south side of the WSOR railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the fiber runs along the existing southern railroad right of way line within the S. Few Street right of way.

Conflicts with this facility are not anticipated with this phase of the project.

Level 3 Communications

Contact:
Mark Dechant
411 East Wisconsin Avenue
Milwaukee, WI 53202
Phone: 414-426-1857
Email: mark.dechant@level3.com

Level 3 Communications has a buried fiber optic line that runs east to west located on to the south of the WSOR railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the line is located approximately 20 feet south of the existing tracks. Level 3 also has buried fiber optic that runs along the north side of the WSOR tracks.

Conflicts with this facility are not anticipated with this phase of the project.

American Transmission Company

Contract:
Lori Kolbow
2 Fen Oak Court
Madison, WI 53718
Phone: 608-877-7158
Email: lkolbow@atcllc.com

American Transmission Company has a two buried electric lines outside of the project limits on the north side of the MG&E Spur line. This line runs east to west parallel to the spur line.

No conflicts with this facility are anticipated.

Madison Metropolitan Sewerage District

Contact:
Eric Hjellen
1610 Moorland Road
Madison, WI 53713
Phone: 608-222-1201 Ext. 348
Cell: 608-347-3613
Email: erich@madsewer.org

Madison Metropolitan Sewer District (MMSD) has a 30-Inch force main that runs down the centerline of E. Wilson Street. Approximately 125' west of S. Few Street the main turns to the northeast and continues within an existing 30' Sanitary Sewer Easement (Doc #4124010). The easement runs through the southeast quadrant bound by the existing tracks, E. Wilson Street, and S. Baldwin Street.

MMSD has a manhole located within the easement that will need to be adjusted to the proposed grade. Contact Ray Schneider at 608-347-3628 three days prior to completing the MMSD sewer access manhole adjustment.

Windstream

Contact:
Jim Kostuch
13935 Bishops Drive
Brookfield, WI 53005
Phone: 262-792-7938
Email: james.kostuch@windstream.com

A buried telephone or fiber optic line runs east to west to the south of the WSOR (Union Pacific) railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the line is located approximately 15 feet south of the existing tracks.

Conflict is not anticipated with this facility during this phase of construction.

SECTION 107.4 CONTRACTORS LIABILITY INSURANCE

The Contractor shall require its insurer to name, in addition to the City of Madison, The Wisconsin Department of Transportation, its officers, agents and employees as additional insured on the Commercial General Liability Policy provided hereunder.

SECTION 107.9 SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall provide the City Engineer notice for construction staking needs a minimum 48 hours in advance. A contact for surveying will be established during the preconstruction meeting.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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

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

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 107.12 RAILROADS INSURANCE AND COORDINATION

A Description

Comply with Wisconsin DOT Standard Spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to Wisconsin DOT Standard Spec 107.26, provide railroad protective liability insurance coverage as specified in Wisconsin DOT Standard Spec 107.17.3. Insurance is filed in the name of WATCO Companies.

Notify evidence of the required coverage, and duration to Jamie Wilson at 620-231-2230, 315 W 3rd Street, Pittsburg, KS 66762. Include the following information on the insurance document:

Project Id 5992-01-99
Route Name S. Few Street Pedestrian Crossing, Dane County
Crossing ID 177834W
Railroad Subdivision Reedsburg
Railroad Milepost 139.10

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the Contractor.

None.

A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; email roger.schaalma@watcocompanies.com for consultation on railroad requirements during construction.

Amend Wisconsin DOT Standard Spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.5 Train Operation

Approximately 0 passenger trains and 6 through freight trains operate daily through the construction site. Passenger trains operate at up to 0 mph. Through freight trains operate at up to 5-10 mph. There are 2 switching movements daily.

SECTION 108.2 PERMITS

The City of Madison has submitted a DNR Water Resources Application for Projects Permits (WRAPP) to obtain coverage under the Construction Site General Permit No. WI-S067831-4 for construction site erosion control as the disturbed area is more than one (1) acre. A City of Madison Erosion Control permit number ENG100-2015-01043 has also been obtained and weekly inspections shall be completed by City Staff.

The Contractor shall meet the conditions of the City permit by properly installing and maintaining the erosion control measures as shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items.

The City's obtaining of these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

It is not anticipated that dewatering will be needed however, if it is needed it is expected that the Contractor will obtain a dewatering permit. There is known PAH soil and groundwater contamination located in this area. If the Construction Engineer deems the water to be dewatered as contaminated, it shall be the Contractor's responsibility to discharge the water to the sanitary sewer system. The Contractor shall obtain a Permit to Discharge to the sanitary sewer for the contaminated water from any Type I or Type II dewatering.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **AUGUST 31, 2015**. Substantial completion for the project shall be on or before **OCTOBER 16, 2015**.

Final completion for the project shall be on or before **NOVEMBER 2, 2015**.

Daily work hours shall be between **7:00 A.M.** and **7:00 P.M.** Monday thru Saturday per City of Madison Noise Ordinance.

Work shall begin only after the start work letter is received.

Liquidated damages will be assessed for failure to meet either or both the substantial completion and the final completion date.

BID ITEM 20101 – EXCAVATION CUT

Under this item, all areas within the project limits shall be graded to the finished grades, lines, and details less an allowance for topsoil, sod depth (where required), pavement, base, and structures. This work shall also include removal and disposal of surface and base course and unsuitable materials, and maintaining such work in a finished condition until acceptance.

During excavation, industrial fill shall be encountered in the Great Lawn. This work shall conform with the requirements of Article 201 of the City of Madison's Standard Specifications for Public Works Contracts, and pertinent parts of the Wisconsin Administration Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the plans, and as supplemented herein.

During excavation activities, soils contaminated with polycyclic aromatic hydrocarbons (PAHs), and heavy metals shall be encountered on the Great Lawn (201 S. Ingersoll Street). This area has undergone extensive environmental remediation efforts and both areas have been closed with residual soil and/or groundwater contamination under approval of the WDNR. A condition for their closure is that all residual contamination be capped indefinitely into the future with two feet of clean fill to provide an adequate direct contact barrier. For the purposes of this contract, soils contaminated with PAHs and/or heavy metals are referred to as 'industrial fill', as indicated in the plans.

Per the *Soil Cover Modification Request and Materials Management Plan, March 2012*, contaminated soil may remain on-site covered by a 2-foot-thick clean soil cap, consisting of 1.5 feet of clean fill and 0.5 feet of topsoil. In areas with paved surfaces, the topsoil may be omitted and the depth of clean fill will vary depending on the proposed overlaying pavement structure. It is the City's goal to maximize the reuse of contaminated soils on-site, thereby minimizing the quantity of soil that must be disposed of at a landfill. The *Soil Cover Modification Request and Materials Management Plan, March 2012* will be made available for viewing on the City's bidding website: <http://www.cityofmadison.com/business/pw/contracts/openforBid.cfm>

On the Great Lawn, an existing 2-foot cap of topsoil and clean fill covers the entire site.

During excavation activities below the existing 2-foot soil cap, the Contractor shall expect to encounter soil contaminated with PAH, heavy metals. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120. The Contractor shall prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. The Contractor shall submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the Engineer prior to the start of work. All costs associated with the health and safety plan shall be incidental to construction.

It is not anticipated that there will be contaminated soils encountered on site. If contaminated soils are encountered, the hauling and disposal of the soils shall be paid for under BID ITEM 90017 – HAULING AND DISPOSAL – INDUSTRIAL FILL. If possible, the contaminated soils may be used on site as long as the use is approved by the Construction Engineer.

CONSTRUCTION METHODS

During excavation and grading activities, the Contractor will encounter two classes of soil:

- *Uncontaminated Clean Soil and Topsoil* – Uncontaminated clean soil and topsoil currently make up the 2-ft clean cap on the entire Great Lawn. Excavation into this cap or topsoil stripping may be required for general site grading, retaining wall installation, fence post bases, or utility work in this area. On-site reuse of this clean material is required, at the direction of the Engineer. Clean

soil and topsoil shall be used to satisfy the 2-foot clean cap required upon completion of the project.

- *Industrial Fill* – Industrial fill contaminated with PAHs and metals is assumed to be present across the entire Great Lawn Block within the project limits. On the Great Lawn, industrial fill soils are currently covered by two feet of clean fill and topsoil. The Environmental Technician is not required to be present on-site during excavation of the clean soil cap. All excavated industrial fill is considered suitable as general fill material, beneath the 2-ft clean soil cap. Such soils shall be reused on-site to the fullest extent possible.

During excavation, clean soil and topsoil suitable and approved for reuse shall be piled in an orderly manner a sufficient distance from the banks of the excavation to avoid overloading and to prevent slides or cave-ins. Erosion control at and around the stockpile shall be considered incidental to bid items for Excavation Cut.

The Contractor shall take all necessary efforts to minimize the quantity of contaminated soil excavated and maximize its reuse on-site as general fill. The City reserves the right to suspend the Contractor's operations if those operations are deemed to be generating unreasonable quantities of contaminated soil due to over excavation, soil mixing, improper handling or disposal methods or other unacceptable practices.

METHOD OF MEASUREMENT

Excavation Common shall be paid for at the contract unit bid price per CY as accepted.

BASIS OF PAYMENT

The contract price for Bid Item 20101 shall be payment in full for all equipment, tools, labor and incidentals necessary to complete the work of excavation and related work.

BID ITEM 20201 - FILL BORROW

MATERIALS

The Great Lawn has an existing two (2) foot layer of clean fill. In general, the finish grade is either equal to or above the existing ground elevation so additional cut to provide a new two (2) foot layer of clean fill is not anticipated.

METHOD OF MEASUREMENT

Fill Borrow shall be paid for at the contract unit bid price per CY.

BASIS OF PAYMENT

The contract price for Bid Item 20201 listed above shall be payment in full for all equipment, tools, labor and incidentals necessary to complete the work of fill borrow and related work.

ARTICLE 203 – REMOVAL OF MISCELLANEOUS STRUCTURES

SECTION 203.2 DISPOSING OF MATERIALS

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction with regard to salvaging castings.

BID ITEM 20312 – REMOVE CATCH BASIN

MATERIALS

Furnish PVC cap or concrete bulkhead to plug existing pipe.

CONSTRUCTION

Plug existing pipe PVC pipe using PVC cap or concrete bulkhead.

BASIS OF PAYMENT

Payment for all equipment, tools, labor and incidentals necessary to complete the work is considered incidental to the bid item 20312.

ARTICLE 205 – ADJUSTMENT OF CASTINGS

MEASUREMENT AND PAYMENT

The adjustment and protection of water and gas main valve boxes and water and gas service shutoff valve boxes shall be considered incidental to the work, and no compensation will be made for their adjustment and protection, unless otherwise noted.

The adjustment of access structure for electrical, CATV, telephone shall be considered incidental to the work, and no compensation will be made for their adjustment and protection, unless otherwise noted.

Adjustment of access structures, catch basins, and castings for storm sewer and sanitary sewer shall be paid per bid item 20501 Adjust Sewer Access Structure and bid item 40362 Adjust Access Structure Casting – Resurfacing.

ARTICLE 210 – EROSION CONTROL

NOTICE TO CONTRACTOR

Supplement Article 210 of the City of Madison Standard Specifications for Public Works Construction with the following:

Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain contaminated material. The Contractor is responsible for all vehicles that enter the contaminated site including but not limited to construction equipment, and maintenance, subcontractor, and delivery vehicles.

In the event that a rain event is in the forecast the Contractor shall take proper measures to protect from runoff and contamination the portions of the site that have material for the clean soil cap installed. The Contractor shall consider long range forecasts extending over weekends and holidays when implementing such erosion control measures.

BID ITEM 21001 – EROSION CONTROL PLAN AND IMPLEMENTATION

Supplement Article 210.1 (a) of the City of Madison Standard Specifications for Public Works Construction with the following:

Submit an Earthwork Construction Sequencing Plan (ECSP) to the Construction Engineer in conjunction with the Erosion Control Implementation Plan at or before the preconstruction meeting for review and

approval. The ECSP shall include the construction phasing for all earthwork excavation and grading work.

BID ITEM 21011 - CONSTRUCTION ENTRANCE

The Contractor shall provide a construction entrance for the Few Street Plaza. There will be no additional compensation for the Contractor in the event that the Construction Entrance needs to be relocated during construction. There will be no additional payment for clear stone and shall be considered incidental to the bid item for Construction Entrance. The Contractor is responsible for maintaining the Construction Entrance throughout construction and for removal, restoration and/or repair of any damaged areas within the immediate limits of the entrance, including curb and gutter, sidewalk and pavement, which shall be considered incidental to the Construction Entrance bid item.

BID ITEM 20130 – UNDER DRAIN 6-INCH, WRAPPED

There will be no additional compensation for the clean out associate with the under drain connection and shall be considered incidental to the associated under drain bid item.

ARTICLE 301 - CONCRETE AND CONCRETE MATERIALS

High early strength concrete

This special provision describes the use of high early strength concrete in accordance with the requirements of the standard specifications and as hereinafter provided.

High early strength concrete (on curb, driveway & sidewalks) shall be used to meet the established contract schedule and maintain access within the project limits. All use of high early strength concrete shall be incidental to the specific bid item.

All concrete used on City of Madison Public Works projects shall comply with the following subsections of Article 501, "Concrete" and the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation, Division of Highways.

7-Inch Pervious Concrete Sidewalk

7-Inch Pervious Concrete Sidewalk shall be used along E. Wilson Street in all areas as shown on the plans. This shall be paid for as Bid Item 90013 "7-Inch Pervious Concrete Sidewalk.

SECTION 301.3 REINFORCING STEEL

There will be no additional compensation for reinforcing steel and shall be considered incidental to the associated concrete bid item.

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3

Existing base course was placed at the location of the proposed crossing as part of a previous contract. The quantity for crushed base course is based on the assumption that this material will be able to be reused. It is assumed that additional material will be required. Compensation for transporting, stockpiling, re-grading, and compacting this material is considered incidental to the associated Crush Aggregate Base Course Gradation No. 2 or No 3.

ARTICLE 501 - SEWERS AND SEWER STRUCTRES

Storm sewer general

Storm sewer work will consist of the replacement and adjustment of various storm sewer and storm sewer structures within the project limits.

Reconnection of existing pipes at new structures, or new pipes at new structures, shall be considered to

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

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

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

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

ARTICLE 502 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Excavation Cut

Excavation associated with Article 502, Trench Excavation, Bedding, and Backfill should comply with the requirements and procedures under Bid Item 20101, Excavation Cut.

Dewatering

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection and dewatering that will be necessary for the any storm sewer installation. It is anticipated that with the high groundwater table, that dewatering may be necessary with Point wells. Placing a pump in the trench will be considered Type I Dewatering which is considered incidental to the pipe installation.

Due to the contaminated nature of the site, it is anticipated that all dewatering shall be discharged to the sanitary sewer system. The Contractor shall obtain a Permit per Section 108.2 of these special provisions to Discharge to the sanitary sewer for the contaminated water from any dewatering, which requirements include removing all sediment or fines larger than the #200 sieve prior to discharge to the sanitary sewer system(s).

If pumping is expected to last beyond the contract work period called for in these specifications, dewatering wells will not be allowed in pavement area. If dewatering equipment (pumps/ hoses) is in the Street pavement area during the time periods beyond the 2 weekend contract work period, liquidated penalties in accordance with Article 109.9 will be assessed to the Contractor.

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 Edition Section 503.3(c), each storm sewer wye and tee shall have minimum of (1) electronic markers with the City providing the Contractor with the required number of electronic markers.

BID ITEM 90001 – REMOVE FENCE POST AND CONCRETE BASE

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to remove and dispose of fence posts and the associated concrete bases. Removal and disposal should be in accordance with Article 203 of the City of Madison Standard Specifications.

CONSTRUCTION

The contract shall remove the fence posts and concrete bases to the nearest post as noted on the plans.

The Contractor is responsible for disposing of all materials associated with this removal.

METHOD OF MEASUREMENT

Remove Fence Post and Concrete Base shall be measured by EACH unit removed and accepted.

BASIS OF PAYMENT

Remove Fence Post and Concrete Base is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90002 – REMOVE, SALVAGE, AND REINSTALL FENCE PANELS

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to remove and store salvaged fence panels, and reinstall salvaged fence panels on new posts. Removal should be in accordance with Article 203 of the City of Madison Standard Specifications.

MATERIALS

Furnish all mounting brackets and fixtures necessary to mount the panels to the posts except the panel itself in accordance to Bid Item 90007 "Fence".

CONSTRUCTION

The Contractor shall remove the fence panels such that the panels are intact and the structural integrity of the panel is maintained for reuse.

The Contractor is responsible for storing the panels such that they are protected from damage and/or theft until they are re-established on new posts. If fence panels are damaged or stolen the panels must be replaced at the Contractor's expense.

Install the fence panels in accordance to the construction details and the manufacturer's recommended installation instructions.

Any remaining salvaged fence panels that are not needed for reinstallation contact Lisa Laschinger with the City of Madison Park Department at 608-266-9214 to coordinate delivery to the city preferred location.

METHOD OF MEASUREMENT

Remove, Salvage, and Reinstall Fence Panels shall be measured by EACH unit removed and accepted.

BASIS OF PAYMENT

Remove, Salvage, and Reinstall Fence Panels is full compensation for furnishing all labor, tools, equipment, including; fasteners, installing the fence, items necessary to ensure proper storage of the panels, and incidentals necessary to complete the work.

BID ITEM 90003 – FENCE POSTS

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to install new fence posts.

MATERIALS

Furnish concrete for footings that is in accordance to the pertinent requirements of Part 3 of the Standard Specifications.

Furnish all fence post materials except the panel in accordance to Bid Item 90007 "Fence".

CONSTRUCTION

Locate all existing and new underground facilities prior to layout of the fence. Adjust the post layout as necessary to avoid underground conflicts. Layout all end posts and obtain approval of the layout from the engineer prior to beginning construction of footings and posts. Ensure that post layout ensures proper reuse of the salvaged panels.

METHOD OF MEASUREMENT

Fence Posts Panels shall be measured by EACH acceptably completed.

BASIS OF PAYMENT

Payment is full compensation for furnishing all fence materials including; fasteners, locating underground facilities, layout of the fence posts, excavation of post holes, furnishing and placing concrete, site restoration, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90004 – REMOVE, SALVAGE, AND REINSTALL LIGHT POLE ASSEMBLY

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to remove and store salvaged light pole, and reinstall the light pole on a new base. Removal of the concrete base should be in accordance with Article 203 of the City of Madison Standard Specifications.

Concrete base and light pole assembly reinstallation should be in accordance with Article 604 of the City of Madison Standard Specifications.

MATERIALS

Concrete bases shall be constructed in accordance with Article 301 of the City of Madison Standard Specifications.

Furnish all anchor bolts and all other materials necessary to remove and reinstall the light pole assembly in accordance with the Bid Item 90015 "Electrical".

CONSTRUCTION

Take care to remove light pole and luminaire such to not damage the pole or luminaire. Salvage and store pole and luminaire at a location such that it is protected and not damaged or stolen until it is reinstalled on a new concrete base. If damaged or stolen the light pole and luminaire must be replaced at the Contractor's expense.

Construct concrete base in accordance with Article 301 of the City Standard Specification and the Bid Item 90015 "Electrical".

Reinstall light pole and luminaire assembly on new base.

METHOD OF MEASUREMENT

Remove, Salvage, and Reinstall Light Pole Assembly shall be measured by EACH unit removed and accepted.

BASIS OF PAYMENT

Remove, Salvage, and Reinstall Light Pole Assembly is full compensation for furnishing all labor, tools, equipment, including, including fasteners, anchor bolts, storage location, and incidentals necessary to complete the work.

BID ITEM 90005 – 6 INCH PVC STORM SEWER

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to furnish and install PVC storm sewer as indicated in the plans.

MATERIALS

Pipe, fittings, tees, and wye materials shall conform to Section 504.2 of the City of Madison Standard Specifications.

CONSTRUCTION

Construction shall conform to Section 504.3 of the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

6 Inch PVC Storm Sewer shall be measured per lineal foot.

BASIS OF PAYMENT

Work under this bid item shall include all labor, equipment, and materials necessary to furnish and install PVC storm sewer. No additional compensation will be provided for washed stone or crushed gravel, PVC fittings, elbows, tees, and wyes and shall be incidental to the installation of PVC Storm Sewer.

BID ITEM 90006 – 8 INCH D.I. STORM SEWER

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to furnish and install ductile iron storm sewer as indicated in the plans.

MATERIALS

Furnish pipe, fittings, tees, and wye materials shall conform to Section 702.2 of the City of Madison Standard Specifications.

CONSTRUCTION

Construction shall conform to Section 504.3 of the City of Madison Standard Specifications.

Use ductile iron collar fitting to create a sealed connection between the existing ductile iron pipe and the new pipe.

METHOD OF MEASUREMENT

8 Inch D.I. Storm Sewer shall be measured per lineal foot.

BASIS OF PAYMENT

Work under this bid item shall include all labor, equipment, and materials necessary to furnish and install ductile iron storm sewer. No additional compensation will be provided for ductile iron fittings, tees, and wyes and shall be incidental to the installation of ductile iron storm sewer.

BID ITEM 90007 - FENCE

DESCRIPTION

This special provision describes furnishing and installing decorative fencing.

MATERIALS

Furnish concrete for footings that is in accordance to the pertinent requirements of Part 3 of the Standard Specifications.

Furnish one of the following fence systems or approved equal:

1. Omega II Fence Systems (Laval, Quebec, Canada 1-800-836-6342, www.omegafence.com) Elite Double Wire Fence Panels, 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x6 gauge, and mesh opening shall be 1.97" x 7.875". Posts shall be 3" round, 11 gage with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.
2. TWINBAR Fencing System (Metalco / Atlantis Products Inc., Bollingbrook, IL 1-630-971-9680, www.metalco.us) 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x4 gauge, mesh opening shall be 2" x 8". Posts shall be 3" round, 11 gauge with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.

Submit shop drawings to the City of Madison for review, including location of fence, posts, rails, details, hardware, and accessories. Indicate materials, dimensions, sizes, and finishes of components. Verify layout information for fences shown on Drawings in relation to property survey, existing utilities, and field measurements. Fence shall be visually and aesthetically identical to the existing fence.

CONSTRUCTION

Locate all existing and new underground facilities prior to layout of the fence. Adjust the post layout as necessary to avoid underground conflicts. Layout all end posts and obtain approval of the layout from the engineer prior to beginning construction of footings and posts.

Install the fence in accordance to the construction details and the manufacturer's recommended installation instructions.

METHOD OF MEASUREMENT

Fence shall be measured by the linear foot, acceptably completed. The measurement will be made from center of end post to center of end post.

BASIS OF PAYMENT

Payment is full compensation for furnishing all fence materials including; fasteners, locating underground facilities, layout of the fence posts, installing the fence, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90008 - BENCH, BACKED

DESCRIPTION

This special provision describes furnishing and installing backed benches and appurtenances.

MATERIALS

Furnish Forms+Surfaces (Pittsburgh, PA 1-800-451-0410, www.forms-surfaces.com) Knight Bench, 6' length, backed, surface mount, or approved equal. Seat Slats: FSC Pure Ipe hardwood, penetrating oil finish in color Penofin hardwood formula 'Transparent Natural'; Bench Frame: Solid aluminum with invisible welds; End Armrests: Solid Aluminum (No Intermediate Armrest); Frame and Armrest Color: PT-TT02-HS16, Nutmeg CB, Mil Thickness = 3.8, Gloss = 2, Time/Temp = 10'@400 degrees F.

CONSTRUCTION

Install benches per manufacturer's recommendations. Bench's rear and front legs shall be anchored into concrete base pad per manufacturer's recommendation and as detailed. Bench shall be shimmed to maintain level. Shims shall be powder coated steel, color to match bench frame.

METHOD OF MEASUREMENT

This item shall be measured as each individual unit acceptably manufactured, delivered and installed. Each unit shall include all mounting hardware, installation and all items incidental to the successful installation of each bench.

BASIS OF PAYMENT

Payment is full compensation for providing and installing all materials necessary to completely install the bench; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration; and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the contract work.

BID ITEM 90009 - BENCH, BACKLESS

DESCRIPTION

This special provision describes furnishing and installing backless benches and appurtenances.

MATERIALS

Furnish Forms+Surfaces (Pittsburgh, PA 1-800-451-0410, www.forms-surfaces.com) Knight Bench, 6' length, backless, surface mount, or approved equal. Seat Slats: FSC Pure Ipe hardwood, penetrating oil finish in color Penofin hardwood formula 'Transparent Natural'; Bench Frame: Solid aluminum with invisible welds; End Armrests: Solid Aluminum (No Intermediate Armrest); Frame and Armrest Color: PT-TT02-HS16, Nutmeg CB, Mil Thickness = 3.8, Gloss = 2, Time/Temp = 10'@400 degrees F.

CONSTRUCTION

Install benches per manufacturer's recommendations. Bench's rear and front legs shall be anchored into concrete base pad per manufacturer's recommendation and as detailed. Bench shall be shimmed to maintain level. Shims shall be powder coated steel, color to match bench frame.

METHOD OF MEASUREMENT

This item shall be measured as each individual unit acceptably manufactured, delivered and installed. Each unit shall include all mounting hardware, installation and all items incidental to the successful installation of each bench.

BASIS OF PAYMENT

Payment is full compensation for providing and installing all materials necessary to completely install the bench; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration; and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the contract work.

BID ITEM 90010 - TRASH AND RECYCLE RECEPTACLES

DESCRIPTION

This special provision describes furnishing and installing manufactured trash and recycle receptacles.

MATERIALS

Trash and recycle receptacles shall conform to style and material shown in the plan detail. Provide Victor Stanley, Inc. (Dunkirk, MD 1-800-368-2573) Ironsites Series Model S-424 steel receptacle; 36 gallon capacity high density plastic liner, or approved equal. Finish shall be standard color VS Black, TGIC polyester powder coating. Lid for trash receptacle shall be standard tapered formed lid; Lid for recycle receptacle shall be the recycle package.

CONSTRUCTION

Install receptacles using surface mounting method on concrete pads as shown on the plan per manufacturer's recommendation and as shown on the detail.

METHOD OF MEASUREMENT

This item shall be measured as each individual unit acceptably manufactured, delivered and installed. Each unit shall include all mounting hardware, installation and all items incidental to the successful installation of each receptacle.

BASIS OF PAYMENT

Payment is full compensation for providing and installing all materials necessary to completely install the receptacle; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration; and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the contract work.

BID ITEM 90011 - DRINKING FOUNTAIN

DESCRIPTION

This work shall include all labor, equipment, and incidentals required to complete the installation of a **Haws model 3177** drinking fountain as outlined in the detail drawings and manufacturer's specifications, or as directed by the Engineer. The drinking fountain shall be installed on a 7" concrete slab that is not to exceed 2% grade, which shall be paid for and constructed in accordance to "7-Inch Concrete Sidewalk and Drive".

Contractor shall take care to minimize the disturbed area. Any restoration required for this work shall be paid under the appropriate bid items.

MATERIALS

The work under this bid item shall include all materials necessary to install the Haws #3177 drinking fountain as described above and as shown in the detail drawings. This contract calls for the Contractor to order, accept delivery and install a Haws # 3177 drinking fountain.

METHOD OF MEASUREMENT

The work done under the bid item for installing the drinking fountain shall be measured by each fountain installed and accepted in the field.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid by Each, per fountain installed and shall be full compensation for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work as described.

BID ITEM 90012 – STONE SECURITY BLOCK

DESCRIPTION

This work includes furnish and installation of stone security blocks as shown on the plans and as herein provided.

MATERIALS

SUBMITTALS

Provide samples to verify all stone types showing range in color, finish and variations expected in final construction.

QUALITY ASSURANCE

Installer Qualifications: Engage an experienced Installer who has completed installations similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

Mockups: Provide mockup to verify stone selections made under sample submittals and to demonstrate aesthetic effects of stone cuts and edges, and set quality standards for materials and execution. At location on Project selected by Engineer, place a 3-Block section of Stone Blocks. Construct mockup using processes and techniques intended for use on permanent work. Mockup shall be produced by the individual workers who will perform the work for the Project. Accepted mockup provides visual standard for balance of the work and shall remain through completion of the work for use as a quality standard for finished work. Remove mockup when directed. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

DELIVERY AND STORAGE

Deliver, store and handle materials in a manner to avoid breaking or staining stone.

PROJECT CONDITIONS

Protect adjacent work from damage, soiling, and staining during operations.

STONE

The materials for Stone Security Block shall be provided to meet the following (Basis-of Design):

Limestone Block:

Size Range: 16" Width, 38" Height, 48" Length

Color: Western Buff, 80/20 gold tone pieces vs. grey tone pieces

Sides: Snapped Faces on outsides of end stones A & E. Sawn faces on interior stone faces of end stones A & E and on both sides of middle stones B, C, & D as shown on details. Space interior stones 48" from sawn face to sawn face.

Top: Bed face

Bottom: Bed face or sawn

Shape: As per drawings

Source: Buechel Stone Corporation. W3639 Hwy. H, Chilton, WI 53014. Phone: 800-236-4473

Comparable Sources:

Halquist Stone, N51 W23563 Lisbon Road Sussex, WI 53089. Phone: 800-255-8811, Fax: 262-246-5735

Quarra Stone, 4301 Robertson Road, Madison, WI 53714. Phone: 608-246-8803

Or Approved Equal

AGGREGATE BASE

1 1/4" Dense graded base per section 305.

CONSTRUCTION

PREPARATION

Obtain Engineer's approval on Stone Security Block composition and placement in all areas.

Inspection: Examine finished surfaces and grades before commencing work. Do not begin work until unsatisfactory conditions are corrected.

Excavate as needed to 'seat' Stone Blocks in designated areas.

Excavate trench the appropriate size for the aggregate base. Place and compact aggregate base material per section 305 of the Standard Specifications.

Stone Security Blocks: Install Stone Blocks so they appear level across each stone. Vertical joints between stones should be straight and true. Place stone so approximately 8" of stone is buried below finished grade. Stones shall be consistent in appearance throughout. Backfill and compact around Stone Blocks with crushed aggregate base so as to keep stones from rocking or shifting.

ADJUSTING AND CLEANING

Remove and replace stone units that are broken, stained, or otherwise damaged. Provide new matching units and install as specified. Clean stonework not less than 6 days after completion of the project using clean water. Adjust stones with input from the Engineer to enhance the aesthetic effect.

Upon completion of the work, remove all excess materials, debris tools, and equipment from the site. Repair damage resulting from stone masonry work operations.

MEASUREMENT

The department will measure the Stone Security Blocks per each acceptably completed.

PAYMENT

The department will pay for the Stone Security Blocks at the contract unit price per each. Payment is full compensation for furnishing and placing all materials including base and backfill, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90013 –7-INCH PERVIOUS CONCRETE SIDEWALK

DESCRIPTION

SCOPE OF WORK

The work described by this guide addresses the labor, materials and equipment necessary for construction of pervious concrete sidewalk, including subgrade testing and preparation for a storm water storage layer for temporary detention or groundwater recharge in conformance with the plans, specifications and other contract documents for sidewalks. This specification shall conform with Wisconsin Department of Natural Resources Conservation Practice Standard for Permeable Pavement (1008).

REFERENCES

A. American Concrete Institute

- ACI 211.3R-24 appendix 6 "Guide for Selecting Proportions for No-Slump Concrete"
- ACI 305 "Hot Weather Concreting"
- ACI 306 "Cold Weather Concreting"
- ACI 522.1-08 "Specification for Pervious Concrete Pavement"

B. American Society for Testing and Materials

- ASTM C 29 "Test for Bulk Density (Unit Weight) and Voids in Aggregate"
- ASTM C 33 "Specification for Concrete Aggregates"
- ASTM C 42 "Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete"
- ASTM C 94 "Specification for Ready-Mixed Concrete"
- ASTM C 138 "Test Method for Density (Unit Weight), Yield and Air Content (Gravimetric) Of Concrete"
- ASTM C 140 "Test Methods for Sampling and Testing Concrete Masonry Units and Related Units"
- ASTM C 150 "Specifications for Portland Cement"
- ASTM C 172 "Practice for Sampling Freshly Mixed Concrete"
- ASTM C 260 "Specification for Air-Entraining Admixtures for Concrete"
- ASTM C 309 "Specification for Liquid Membrane-Forming Compounds for Curing Concrete"
- ASTM C 494 "Specification for Chemical Admixtures for Concrete"
- ASTM C 595 "Specification for Blended Hydraulic Cements"
- ASTM C 618 "Specification for Coal Fly Ash....."
- ASTM C 989 "Specifications for GGBFS use in Concrete and Mortars"
- ASTM C 1077 "Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation"
- ASTM C 1116 "Standard Specification for Fiber-Reinforced Concrete"
- ASTM C 1602 "Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete"
- ASTM D 448 "Classification for Sizes of Aggregate for Road and Bridge Construction"
- ASTM D 1752 "Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction"
- ASTM D 2434 "Test Method for Permeability of Granular Soils (Constant Head)"
- ASTM D 3385 "Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer"

- ASTM D 5093 "Test Method for Field Measurement of Infiltration Rate Using a Double-Ring Infiltrometer with a Sealed-Inner Ring"
- ASTM D 5084 "Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Falling Head, Method C)"
- ASTM E 329 "Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction"

- C. National Ready Mixed Concrete Association
 NRMCA Pervious Concrete Contractor Certification – IRMCA sponsored
 Pervious Concrete Pavement Maintenance Guidelines
 NRMCA Concrete in Practice CIP #38 Pervious Concrete

QUALITY ASSURANCE

- A. Manufacturer/Supplier Qualifications: Manufacturer of permeable concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Installer Qualifications: The Contractor shall employ no less than one (1) National Ready Mix Concrete Association (RMCA) certified permeable concrete craftsman who must be on site overseeing each placement crew during all concrete placement, or the Contractor shall employ no less than five (5) NRMCA certified Pervious Concrete Technicians, who must be on site working as members of each placement crew during all concrete placement.
- C. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 to perform material evaluation tests, as documented according to ASTM E 548.
- 1 Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- D. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

EQUIPMENT

- A. Permeable concrete pavement requires specific equipment for compaction and jointing. The concrete shall be jointed and compacted using the methods listed, or alternatives approved in advance by the A/E.
- B. Rolling compaction shall be achieved using a steel pipe roller that spans the width of the section placed and exerts a minimum vertical pressure of 10 psi on the concrete, or a hydraulically actuated rotating, weighted, tube screen may be used.
- C. Plate compaction (allowed for small areas only) shall be achieved using a standard soil plate compactor that has a base area of at least two square feet and exerts a minimum of 10 psi vertical pressure on the pavement surface through a temporary cover of a minimum of 3/4 in. plywood.
- D. Contraction joints shall be constructed in permeable concrete pavements, by rolling, or forming. Rolled joints shall be formed using a "pizza cutter roller" to which a beveled fin has been attached around the circumference of a steel roller.

SUBMITTALS – ADMINISTRATIVE REQUIREMENTS FOR SUBMITTAL PROCESS

Prior to commencement of the work, the Contractor shall submit the following:

- A. Concrete materials:

1. Proposed concrete mixture proportions including all material weights volumes, density (unit weight), water-cementitious ratio, and void content. If the Concrete Producer chooses to use a performance based mix design he/she must provide the density (unit weight), water cementitious ratio, and void content of the intended pervious concrete mix.
 2. Aggregate type, source and grading meeting ASTM requirements.
 3. Cement, supplementary cementitious materials and chemical admixture manufacturer certifications all meeting ASTM requirements.
 4. Fibers shall conform to ASTM C 1116.
- B. Proposed aggregate for use in storm water storage or detention layer: aggregate type, source, grading and void content (percent porosity).
- C. Personnel qualifications: Evidence of qualifications listed under Quality Assurance in Section 1.03 of this guide.
- D. Project details: Specific plans including a jointing plan, details, schedule, construction procedures and quality control plan.
- E. Subcontractors: List all materials suppliers, subcontractors and testing laboratories to be used on the project.

TEST PANELS

Prior to construction, test panel(s) shall be placed and approved by the Engineer. The Engineer may waive this requirement based on Contractor qualifications. At Contractor's option, test panels may be constructed as part of project, in approved sections of project and to include the aggregate detention or storm water detention layer.

- A. Test panels(s) shall be constructed in accordance with the plans and specifications. The Contractor is to place one test panels with a minimum 50 ft² at the required project thickness. The panel shall be installed, consolidated, jointed and cured using materials, equipment, and personnel proposed for the project. The test panel is to demonstrate to the Engineer's satisfaction that in-place unit weights can be achieved and a satisfactory sidewalk can be installed at the site location.
- B. Test panels may be placed at any of the specified pervious concrete sidewalk locations on the project or at another test site.
- C. Quality: Test panels shall have acceptable surface finish, joint details, thickness, porosity and curing procedures and shall comply with the testing and acceptance standards listed in the quality control section of this specification. Test panels shall be tested for thickness in accordance with ASTM C 42. Void structure shall be tested in accordance with ASTM C 138 (Gravimetric Air Determination); and core unit weight determined in accordance with ASTM C 140.
- D. Satisfactory performance of the test panels shall be determined by:
1. Compacted thickness of the Pervious Concrete no less than ¼ inch less than specified thickness.
 2. Pervious Concrete void Structure: 15% minimum; 20% maximum;

3. Unit weight plus or minus 5 lb/ft³ of the design weight.
4. If compressive strength is used for acceptance, 6x12 cylinders must be used and cast in accordance with the Jigging Method. These cylinders must weigh \pm four (4) lbs. of the unit weight determined from the same sample the cylinders are being cast from.

If test panels at the project location are found to be satisfactory, they may be left in-place and included in the completed work, at no additional cost to the project.

PROJECT CONDITIONS

Weather Limitations

The Contractor shall not place pervious concrete when the ambient temperature is 40°F (4°C) or lower, unless a cold weather plan is submitted and permitted in writing by the Engineer. See ACI 306 "Cold Weather Concreting."

The Contractor shall not place pervious concrete for sidewalk when the ambient temperature is 90°F (32°C) or higher, unless a hot weather plan is submitted and permitted in writing by the Engineer. See ACI 305 "Hot Weather Concreting."

PRE-PAVING CONFERENCE DISCUSSION

A pre-paving conference with the Engineer and the Contractor shall be held within one week prior to beginning placing the pervious concrete sidewalk. The Contractor shall have the pervious concrete supplier, the foreman and a majority of the concrete crew that will form and place the concrete in attendance at this meeting. This meeting may be held on site.

MATERIALS

COARSE AGGREGATE FOR STORMWATER STORAGE LAYER

The Aggregate base material to be used for temporary storm water storage (detention) in a system of pervious concrete sidewalk with detention is not the common dense-graded aggregate base specified by transportation agencies for roadways. The material, instead, is a clean, washed, coarse aggregate, generally comprised of No. 57 sized (about one-inch diameter) crushed gravel or crushed limestone particles, and commonly has a void content in excess of 30% of its bulk volume, with a wash loss of no more than 3%. The material shall conform to one of the Standard gradations of those specifications and be capable of having minimum voids of 38% by weight measured in accordance with ASTM Standard C 29. Test reports showing void content shall be submitted to the Engineer for aggregates to be used on the project. The Engineer may select specific gradations and angularity based upon economics, proximity to the sidewalk structure and desired flow rates. The storage layer shall be in accordance to the plans.

FILTER FABRIC

The filter layer shall consist of a non-woven geotextile fabric in accordance to the plans. Geotextiles shall be nonwoven geotextile, Marafi 140N or Typar fabric, style 3341 or equivalent. All work related to the geotextile fabric shall be incidental to 7" Pervious Concrete Sidewalk.

ISOLATION (EXPANSION) JOINT MATERIAL

Isolation joints shall be constructed according to City of Madison Standard Specifications and at the direction of the Engineer.

CURING MATERIALS

- A. Polyethylene sheeting – The primary method of curing pervious concrete sidewalk and protecting pervious concrete sidewalk from sediment infiltration during construction shall be the placement of a waterproof covering, consisting of a minimum of 6 mil. thick polyethylene sheeting in conjunction with one method of B below.
- B. For prevention of moisture loss, in addition to the primary method of curing:
 - 1. Soybean oil sealer. The Bean by C2 Products or equivalent.
 - 2. Monomolecular film (evaporation retardant), SikaFilm by Sika Corporation, EucoBar by Euclid Chemical Co., Confilm by BASF (Master Builders Technologies) or approved equal, applied per manufacturer's instructions.

Curing compound must be approved by the Engineer prior to the installation of the pervious concrete sidewalk.

CEMENT

Portland Cement Type I, Type II or V shall conform to ASTM C150. Type IP or IS shall conform to ASTM C595.

SUPPLEMENTARY CEMENTITIOUS MATERIALS

Fly Ash shall conform to ASTM C618. Ground Granulated Blast-Furnace Slag shall conform to ASTM C989.

CHEMICAL ADMIXTURES

- A. Air-entraining admixtures shall conform to ASTM C260
- B. Chemical admixtures shall conform to ASTM C494
 - 1. Mid-range water reducing admixtures Type A or High-range water reducers Type F or G are permitted.
 - 2. Extended control admixtures (hydration stabilizers) meeting requirements of ASTM C494 Type B Retarding or Type D Water Reducing/Retarding shall be used.
 - 3. Viscosity Modifying admixtures are permitted.

AGGREGATES FOR PERVIOUS CONCRETE

The aggregate used will have a direct influence in the permeability, surface texture, and the appearance of the pervious concrete lab.

- A. Fine aggregate for pervious concrete shall meet the size and grading requirements as defined in ASTM D448 and shall comply with ASTM C33. A minimum of 9% passing a #4 sieve or smaller may be used.
- B. Aggregate shall be crushed stone or crushed gravel and shall meet the size and grading requirements as defined in ASTM D448 and shall comply with ASTM C33. Gradation choice shall be limited to sizes 3/8" or 1/2" with a minimum of 9% retained on a #4 sieve and smaller unless a blend is otherwise approved by the Engineer. Combined grading of the coarse and fine aggregates in the proportions proposed for the mixture must have measureable voids in accordance with ASTM C29 of 38% or greater.

WATER

Water shall comply with ASTM C 1602.

MIXTURE PROPORTIONS

The Contractor shall furnish to the Engineer a proposed mix design with proportions of materials prior to commencement of work. The data shall include unit weights determined in accordance with ASTM C 29 paragraph 11, jiggling procedure. The composition of the proposed concrete mixture shall be submitted to the Engineer for review and/or approval and shall comply with the following provisions unless and alternative composition is demonstrated to comply with the project requirements. Mixture performance will be affected by properties of the particular materials used. Trial mixtures must be tested to establish proper proportions and determine expected behavior. Concrete producers may have mixture proportions for pervious concrete optimized for performance with local materials. Appendix 6 of ACI 211.3R-24 provides a guide for pervious concrete mixture proportioning. General Mix recommendations are as follows:

- A. Concrete mixture unit weight: The gravimetric plastic unit weight at time of placement shall be within five pounds plus or minus of the design mixture unit weight.
- B. Concrete mixture void content: range of 15% to 20%, per ASTM C 138, Gravimetric Air Determination.
- C. Cementitious content: range of 400 lbs/yd³ to 600 lb/yd³ total cementitious content.
- D. Supplementary cementitious content: Fly ash: 25% maximum; Slag: 50% maximum. The combined supplementary cementitious content: 50% max.
- E. Water – cementitious ratio: range from 0.27 to 0.35.
- F. Aggregate content: The bulk volume of aggregate per cubic yard shall be equal to 27ft³ (1m³) when calculated from the dry-rodded density (unit weight) determined in accordance with ASTM C 29 jiggling procedure. For freeze-thaw durability, a minimum of 9% of total weight shall be retained on an Individual #4 sieves or smaller.
- G. Admixtures shall be used in accordance with the manufacturer's instructions and recommendations.
- H. Fibers, if used, shall be used in accordance with manufacturers' instructions and recommendations.
- I. Mix Water: The quantity of mixing water shall be established to produce a pervious concrete mixture of the desirable workability to facilitate placing, compaction and finishing to the desired surface characteristics. Mix water shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. (A cement paste with a dull-dry appearance has insufficient mix water for hydration.) Insufficient mix water results in inconsistency in the mix and poor bond strength.
- J. Water may be added on-the-job to maintain the proper cement paste consistency.

CONSTRUCTION

The Engineer shall be notified at least 24 hours prior to all detention layer placement and pervious concrete paving work.

INSTALLATION

A. Subgrade/Subbase

1. Subgrade Preparation

- a. Existing subgrade under storm water detention layer areas shall NOT be compacted or subject to excessive construction equipment traffic prior to coarse aggregate bed placement and may be scarified to a depth of 12" to improve infiltration rates.
- b. Where erosion of subgrade has caused accumulation of fine materials and/or surface ponding, this material shall be removed with light equipment and the underlying soils scarified to a minimum depth of 6 in. with a York rake or equivalent and light tractor.
- c. Bring subgrade to line, grade, and elevations required.
- d. Fill and lightly re-grade any areas damaged by erosion, ponding, or traffic compaction before the placing of filter fabric and coarse aggregate.

2. Installation of Subbase storm water storage and filter layers

- a. Upon completion of subgrade preparation, the Engineer shall be notified and shall inspect at his discretion before the Contractor may proceed with storm water detention layer/installation.
- b. Filter fabric layer and storm water storage layer aggregate shall be placed immediately after approval of subgrade preparation. Any accumulation of debris or sediment which has taken place after approval of subgrade shall be removed prior to installation of filter fabric at the Contractor's expense.
- c. Place geotextile filter fabric in accordance with manufacturer's standards and recommendations. Adjacent strips of filter fabric shall overlap a minimum of 16 in. The Contractor shall secure fabric at least 2 ft. outside of bed and take steps necessary to prevent any runoff or sediment from entering the storage bed.
- d. Install coarse aggregate in 6 inch maximum lifts. Lightly compact each layer with equipment, keeping equipment movement over storage bed subgrades to a minimum. Install aggregate to grades required on the drawings.
- e. Following placement of the storage layer aggregate, the filter fabric shall be folded back along all bed edges to protect from sediment washout along bed edges. At least a 2-ft. strip shall be used to protect beds from adjacent bare soil. This edge strip shall remain in place until all bare soils contiguous to beds are stabilized and vegetated. In addition, hay bales shall be placed at the toe of slopes which may be adjacent to beds to further prevent sediment from washing into beds during site development. As the site is fully stabilized, excess filter fabric along the bed edges can be cut back to coarse aggregate edge.

B. Pervious Concrete Sidewalk

1. Sidewalk Thickness:

Sidewalk shall be placed to the depth specified in the plans.

2. Formwork:

Form materials are permitted to be of wood, steel, or other material sufficient to support the placement equipment and the pervious concrete, and shall be the full depth of the sidewalk. Forms shall be of sufficient strength and stability to support mechanical equipment without deformation of plan profiles following spreading, strike-off and compaction operations. Forms used with static roller shall have a removable spacer of $\frac{1}{2}$ in. to $\frac{3}{4}$ in. thickness placed above the finished elevation of sidewalk. The spacers shall be removed following placement and vibratory strike-off to allow static roller compaction. (Removable spacers may not be necessary if other means of strike-off and consolidation are used).

3. Mixing and Hauling:

- a. Production: Pervious concrete shall be manufactured and delivered in accordance with ASTM C94.
- b. Transportation: The pervious concrete mixture may be transported to the site and the discharge of individual loads shall be completed within 60 minutes of the introduction of mix water to the cement. Delivery times may be extended to 90 minutes when dosages of hydration stabilizer are increased to maintain the wet metallic sheen on the concrete.
- c. Discharge and Adjustments: Each truckload shall be visually inspected for consistency of concrete mixture. Water addition to adjust the consistency shall be permitted at the point of discharge. A minimum of 70 revolutions at the manufacturer's designated mixing speed shall be counted following the addition of any water to the mix, prior to further discharge. Discharge shall be a continuous operation and shall be completed as quickly as possible. Concrete shall be deposited as close to its final position as practical and such that discharged concrete is incorporated into previously placed plastic concrete. If consolidation occurs during concrete discharge, placement shall be halted and wet concrete removed.

4. Placing and Finishing:

- a. Pavement shall be placed as single-course to the full depth shown on the Drawings.
- b. Deposit concrete directly from the transporting equipment onto the subbase.
- c. The sub-base shall be in a moist condition at time of placement to ensure no reduction in strength of the sidewalk.
- d. Concrete may be deposited into the forms by mixer truck chute, conveyor or buggy.
- e. In order to achieve necessary compaction either:
 - i. Use a roller screed as described under 1.04 Equipment.
 - ii. Utilize a mechanical vibratory or roller screed to strike off the concrete $\frac{1}{2}$ in. to $\frac{3}{4}$ in. above final height, utilizing the form spacers described in Formwork.

- iii. If approved by the Engineer in writing, the Contractor may place the pervious concrete with either slip form or vibratory form riding equipment with a following compactive unit. Similarly, strike-off by hand straightedge may be permitted for sidewalks and other small areas followed by compaction.

- 1) Care must be taken to prevent closing the void structure of pervious concrete. After mechanical or other approved strike-off and compaction operation, no other finishing operation will be allowed prior to curing. Internal vibration shall not be permitted. If surface vibration is applied, it shall be shut off immediately when forward progress is halted.
- 2) Placed concrete shall not be disturbed while in the plastic state.
- 3) Curing procedures shall begin immediately after finishing is completed. Placing, finishing and tooled jointing and edging must be completed within a 20-minute window from discharge.
- 4) The pervious concrete sidewalk shall be compacted to the required cross-section.
- 5) The slab shall be cross-rolled immediately after covering.

5. Jointing:

- a. Joints shall be constructed utilizing a small joint roller as described in section 1.04 of this guide specification. When this option is used it shall be performed immediately after roller compaction and prior to curing with plastic.
- b. Joints shall be $\frac{1}{4}$ the depth of the thickness of the slab.
- c. Isolation joints shall be used when abutting fixed vertical structures.

6. Curing:

- a. The sidewalk surface shall be covered with a minimum of 6 mil thick polyethylene sheet or other approved covering material. Prior to covering, a non-film forming cure or sealer or evaporation reducer shall be sprayed onto the surface. (See reference 2.04 Curing Materials). The plastic cover section shall be taped or glued, and any holes, tears, or cuts in the plastic shall be taped or repaired to prevent moisture loss and to prevent air infiltration under the plastic. All efforts shall be made to cure and cover the sidewalk within 20 minutes of placement.
- b. The curing cover will serve the dual purpose of ensuring a proper cure and preventing the infiltration of sediments into the void structure of the pervious concrete during construction. The curing cover shall remain securely in place until the expiration of the erosion control permit. No vehicular traffic shall be permitted on the sidewalk until the expiration of the erosion control permit. Pedestrian traffic may be permitted on the curing concrete after 24 hours. The Engineer may permit earlier traffic opening times.

- c. Proper cold weather concrete practices should be followed to maintain concrete temperatures above 40° F during the curing period.

QUALITY CONTROL – PERVIOUS CONCRETE

- A. The City shall employ a testing laboratory that conforms to the requirements of ASTM E 329 and ASTM C 1077.
- B. Traditional concrete testing procedures for strength and slump control are not applicable to this type of sidewalk material.
- C. Unit weight density tests shall be performed for each 100 yd³ or fraction thereof with a minimum of one set of tests for each day's placement. Unit weight shall be measured in accordance with ASTM C 29. The measure is to be filled and compacted in accordance with ASTM C 29 paragraph 11, jiggling procedure or equivalent. The unit weight of the delivered concrete shall be $\pm 5 \text{ lb/ft}^3$ of the design fresh unit weight (plastic density).
- D. Plastic concrete shall be sampled in accordance with ASTM C 172.
- E. Void content – Void content of the plastic concrete shall be calculated as Per ASTM C 138 (Gravimetric Air Determination), and compared to the void percentage required by the hydraulic design. Unless otherwise specified, void content shall be between 15% and 20%.
- F. After a minimum of seven (7) days, hardened concrete may be tested at a rate of one set of three cores per 150 yd³ of concrete placed. Cores shall be drilled in accordance with ASTM C 42. The cores shall be measured for density, thickness, void structure and unit weight. (Note: Cores are not to be tested for strength, as coring damages the specimens making strength results inconsistent and not representative of the in place material.)
- G. Thickness – Untrimmed hardened core samples shall be used to determine placement thickness. The average of all production cores when measured for length shall not be more than $\frac{1}{2}$ in. less than the specified design thickness.
- H. Core unit weight (density) and void content – The cores shall be tested for unit weight (density) and void content using ASTM C 140. Unit weight (density) of cores trimmed and tested in the saturated condition, per ASTM C 140, paragraph 6.3.1, shall be $\pm 5 \text{ lb/ft}^3$ of the sample slab hardened unit weight. Void content shall not be lower than 5% below the specified design void content. Void content shall be calculated as follows:

1. $\% \text{ Voids} = 1 - (D_d/d_i) * 100$
2. Where: D_d = oven dried density of core
3. D_i = immersed density of core

METHOD OF MEASUREMENT

7" Pervious Concrete Sidewalk shall be measured by area in square feet acceptably completed.

BASIS OF PAYMENT

The area, measured as provided above, shall be paid for at the contract unit price per square foot, which price shall be full compensation for furnishing all materials, expansion joints and sealant; for excavations and preparation of subgrade including subbase, backfilling, and disposal of surplus material; for furnishing and installing geotextile fabric; for forming; for placing, finishing, protecting, jointing, sealing and curing of the concrete; for removing plastic curing cover at the expiration of the erosion control permit; and for all

labor, tools, equipment and incidentals necessary to complete the work and restore the site of the work. Providing and placing crushed aggregate base course and underdrain 6 inch, wrapped shall be paid for separately with bid items 40101 and 20130 as shown on the 7-Inch Pervious Concrete Sidewalk Detail of the Plans.

BID ITEM 90014 –CONCRETE 7-INCH, INTEGRAL COLOR NO TEXTURE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended. Work includes placement of concrete with integral color.

MATERIALS

The concrete mix design shall be the same as the bid item "7 Inch Concrete Sidewalk and Drive", except as follows:

Concrete designated as colored in the plans and specifications shall contain the proper proportion of approved admixture for Color-Conditioned Concrete in the color as selected by the City. Basis of design is Davis Colors (800-356-4848, www.daviscolors.com), color: DAVIS COLORS 61078 @ 6 lbs. per 94 lb. Bag of Gray Type II Cement. The color conditioning admixture shall be integral through the full depth of the concrete, and shall be a single-component, colored, water-reducing, set-controlling admixture, factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix. Product shall comply with ASTM C 494.

Curing compound shall comply with ASTM C309, Type 1, class A.

Submit the concrete design mix, the manufacturer's complete technical data sheets for the colored admixture and curing compound, and a color sample to the City of Madison for review.

CONSTRUCTION

Mockup. Concrete color for this work shall be per the approved mockup for 'Concrete 5-Inch, Integral Color with Texture.' No separate mockup shall be required.

Placing and Finishing Concrete. The Placing and Finishing Concrete shall conform to Article 303.2.

METHOD OF MEASUREMENT

Concrete 7-Inch, Integral Color no Texture shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Concrete 7-Inch, Integral Color no Texture, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90015 - ELECTRICAL

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to complete the Electrical per City of Madison Standard Specifications for Public Works Construction, additional specifications as specified in Appendix A and as shown in plans. Electrical work includes all furnishing and supplying all electrical work shown on the plans which includes but not limited to electrical lines, lighting, lighting bases, electrical boxes, hand holes, etc.

MATERIALS

Refer to Appendix A.

CONSTRUCTION

Refer to Appendix A.

METHOD OF MEASUREMENT

The installation of the Electrical as described above and in the plans shall be measured, as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Electrical shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90016 – REMOVE INLET CASTING AND INSTALL ½-INCH STEEL PLATE COVER

DESCRIPTION

Work under this bid item describes furnishing and installing a steel plate to cover and support sidewalk pavement and maintenance equipment loading at storm sewer structures as indicated in the plans. Also included is removal of the existing casting.

MATERIALS

Furnish a ½-Inch minimum thickness steel plate Grade 60 that extends to the outside edge of the existing structure. Steel should not extend beyond a maximum of 2-inches beyond the outside edge of the existing structure. Furnish stainless steel wedge anchor bolts, washer, and nut with ½-inch thread and a minimum of 5-inch length to secure steel plate to the existing structure.

Furnish flexible butyl mastic sealant strips (minimum ½-inch thick) to be placed between the steel plate and the existing structure.

CONSTRUCTION

Remove existing casting. All salvaged castings shall be delivered by the Contractor to the Engineering Service Building storage area at 1602 Emil Street.

Excavate to expose existing top of structure. Remove and dispose of any existing adjusting rings.

Install flexible butyl mastic sealant strips between the steel plate and the perimeter of the structure.

Secure the steel plate to the existing structure using concrete wedge anchor bolts. Install a minimum of four (4) anchor bolts evenly spaced at each structure.

Backfill structure in accordance with Article 502 of the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Remove Inlet Casting and Install ½-Inch Steel Plate Cover shall be measured per each acceptably completed.

BASIS OF PAYMENT

Payment shall consist of all labor, equipment, and materials necessary to remove inlet casting, excavate, remove adjusting rings, furnish and install a ½-inch steel plate cover, and backfill. No additional

compensation will be provided for materials to secure the plate cover and shall be incidental to the installation of the ½-inch place cover.

BID ITEM 90017 – HAULING AND DISPOSAL – INDUSTRIAL FILL

This item describes the hauling and reuse or disposal of material that is contaminated with PAHs and/or heavy metals that is referred to as 'industrial fill'. Work under this bid item shall include all labor, equipment, materials, and fees and/or taxes necessary to haul and dispose of industrial-fill soils from the Great Lawn (201 S. Ingersoll Street).

Testing for soil and groundwater contamination was completed by the City for locations within this project where excavation is required. Analytical results indicate that PAH and heavy-metal contaminated soils, referred to here as 'industrial fill', are present throughout the Great Lawn, as explained further under **Bid Item 20101 Excavation Cut**. All non-petroleum-contaminated soils are assumed here to be contaminated with industrial fill with the following exceptions: the 2-foot clean soil cap on the Great Lawn and any other soils designated clean by the Environmental Technician.

The Contractor shall take all necessary efforts to maximize the reuse of industrial fill as general fill materials below the 2-foot clean soil cap. Off-site disposal of industrial fill at a WDNR-licensed landfill must receive prior approval by the Environmental Technician.

The City has already extensively tested the soil and will provide these analytical reports to the Contractor to assist with proper waste profiling. The Contractor shall be responsible for acquiring the necessary waste profile including additional TCLP testing requirements if needed. Laboratory reports and sampling maps will be available on the City's bidding website. It is anticipated that the material will pass landfill TCLP testing requirements.

<http://www.cityofmadison.com/business/pw/contracts/openforBid.cfm>.

The City anticipates that this material will be considered suitable as alternate daily cover material. If the Contractor's selected landfill requires additional testing for this designation, the City agrees to take and pay for the necessary additional soil samples for laboratory analysis (e.g. PCBs, full RCRA metals, and TCLP).

The Contractor shall use loading and hauling practices that are appropriate to prevent any spills or releases of industrial fill. Prior to transport, the Contractor shall sufficiently dewater soils designated for off-site approved disposal facility so as not to contain free liquids.

For further information regarding previous investigation and remediation activities at these sites contact:

Name:	Richard Lyster
Company:	MSA Professional Services, Inc.
Address:	1230 South Boulevard
Phone:	(608) 356-2771
Fax:	(608) 356-2770
e-mail:	dlyster@msa-ps.com

The City shall provide an Environmental Technician on an as-needed basis. Please contact Brynn Bemis, of City of Madison Engineering at (608) 267-1986 or bbemis@cityofmadison.com.

MEASUREMENT

Hauling and Disposal – Industrial Fill Contaminated Material will be measured by the TON, as measured at the landfill. The City has assumed 2 Tons/CY for this item. The Contractor shall provide landfill tickets as verification of tons hauled.

BASIS OF PAYMENT

Hauling and Disposal – Industrial Fill Contaminated Material, measured as stated above, is full compensation associated with handling, hauling material offsite to a proper disposal facility, and fees and taxes associated with the disposal. The Contractor shall be responsible for hauling and paying for the disposal and tipping fees and taxes associated with this item.

BID ITEM 90018 – TYPE A SPECIAL CURB AND GUTTER

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to install Type A Special Curb and Gutter in accordance with Article 302 of the City of Madison Standard Specifications and per the detail shown on the plans.

CONSTRUCTION

Curb and gutter shall be 30 inches wide. Provide a 24 inch wide pan with a 6 inch head with slopes as shown on the detailed drawings.

METHOD MEASUREMENT

Type A Special Curb and Gutter shall be measured upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Type A Special Curb and Gutter shall be paid for at the contract unit bid price per LINEAR FOOT.

BID ITEM 90019 –ADJUST MMMSD SEWER ACCESS STRUCTURE

DESCRIPTION

Work under this item shall include adjusting MMMSD's access structure as called out in the plans by furnishing and installing manhole sections, and steps, as well as salvaging and reinstalling top of existing structure. This work shall conform to Article 205 of the City of Madison Standard Specifications and per the detail shown in the plans.

MATERIALS

Furnish manhole sections of the necessary field verified length according to the detail as shown in the plans.

CONSTRUCTION

Place and anchor the new manhole section to the previous existing section. Place a concrete seal to the base of the new manhole riser.

METHOD OF MEASUREMENT

Adjust MMMSD Sewer Access Structure shall be measured per each acceptably completed.

BASIS OF PAYMENT

Adjust MMMSD Sewer Access Structure will be measured as units of each, and all costs including labor, materials; including removal and disposal of materials, and incidentals necessary to complete the work.

BID ITEM 90020 –CRUSHED GRANITE LANDSCAPE STONE

DESCRIPTION

This work shall consist of the furnishing and installing crushed granite landscape stone as shown on the plans and as herein provided.

MATERIALS

Crushed Granite Landscape Stone color shall be selected by City to match colored concrete bands; basis of design for color choice is Kafka Granite, "Chocolate Brown Granite," (800-852-7415, www.kafkagranite.com).

Crushed Granite Landscape Stone Base Course shall be Type 1 mineral aggregate, 5/8" minus crushed rock, bearing no naturally occurring or worn surfaces. Gradation of the base course shall be:

<u>Sieve Size</u>	<u>Percent Passing</u>
5/8" square sieve	100
1/4" square sieve	50 – 75
No. 40 sieve	8 – 24
No. 200 sieve	10.0 maximum

Crushed Granite Landscape Stone Top Course shall be Type 1 mineral aggregate 1/4" Minus Crushed Rock (#4 to Dust), consisting of crushed ledge rock or talus bearing no naturally occurring or worn surfaces. Stabilizer product shall be added to top course stone material prior to delivery to site. Gradation of the top course shall be:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square sieve	100
No. 4 sieve	95 - 100
No. 8 sieve	75 - 80
No. 16 sieve	55 - 65
No. 30 sieve	40 - 50
No. 50 sieve	25 - 35
No. 100 sieve	20 - 25
No. 200 sieve	5 - 15

Stabilizer binder shall be non-toxic, organic binder that is a colorless and odorless concentrated powder that binds decomposed granite or crushed aggregate screenings. Binder shall be blended with aggregate prior to delivery to the site. Blend 12-16 lbs (refer to manufacturer's recommendations) of Stabilizer per 1 ton of crushed aggregate screenings. It is critical that Stabilizer be thoroughly and uniformly mixed throughout the aggregate screenings. Bucket blending is not acceptable. Blending with a rake and/or shovel is not acceptable.

Submit color samples for initial product selection. Submit stabilizer product information for approval. After initial color selection, submit a 5 lb. sample and sieve analysis report for each specified stone for approval prior to any construction.

CONSTRUCTION

Mockup. Provide a 5'x5' mock-up of Crushed Granite Landscape Stone. Approved mock-up may remain in place as part of the finished work.

Protection of Existing Facilities. Contractor shall protect all existing utilities and adjacent paved areas from damage. Contractor shall be responsible for replacement if damage occurs.

Crushed Granite Landscape Stone Base Course: Provide a minimum 4" compacted lift of specified base course aggregate true to the elevations either described or implied in the Contract Drawings or as required to match adjacent existing pavements.

Crushed Granite Landscape Stone Top Course: Provide a minimum 4" compacted lift of specified top course aggregate true to the elevations either described or implied in the Contract Drawings or as required to match adjacent existing pavements. Uniformly grade areas within limits of work. Finish surfaces free from irregular surface changes and slope to drain. Activate stabilizer by applying water per manufacturer's recommendation.

Moisture Control: Water heavily to achieve full depth moisture penetration of the Stabilized surface profile. WATER ACTIVATES STABILIZER. To achieve saturation of stabilized surface profile, 25-45 gallons of water per 1-ton must be applied. During water application randomly test for depth using a probing device to the final depth.

1. Where sub-grade or lift of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
2. Before compaction, moisten or aerate each layer as necessary to provide optimum content. Compact each layer to required percentages of maximum dry density or relative dry density for each area classification.
3. Do not perform compaction operations on excessively wetted soils.

Compaction: Upon thorough moisture penetration, compact aggregate screenings to 95% relative compaction. Do not begin compaction for 6 hours after placement and complete within 48 hours. Take care in compacting decomposed granite aggregate screenings when adjacent to stone blocks or pavement.

Percentage of Maximum Density Requirements:

Compact aggregate material to not less than the following percentages for maximum density:

1. Crushed Granite Landscape Stone Base Course - 95% S.P.D.
2. Crushed Granite Landscape Stone Top Course - 95% S.P.D.

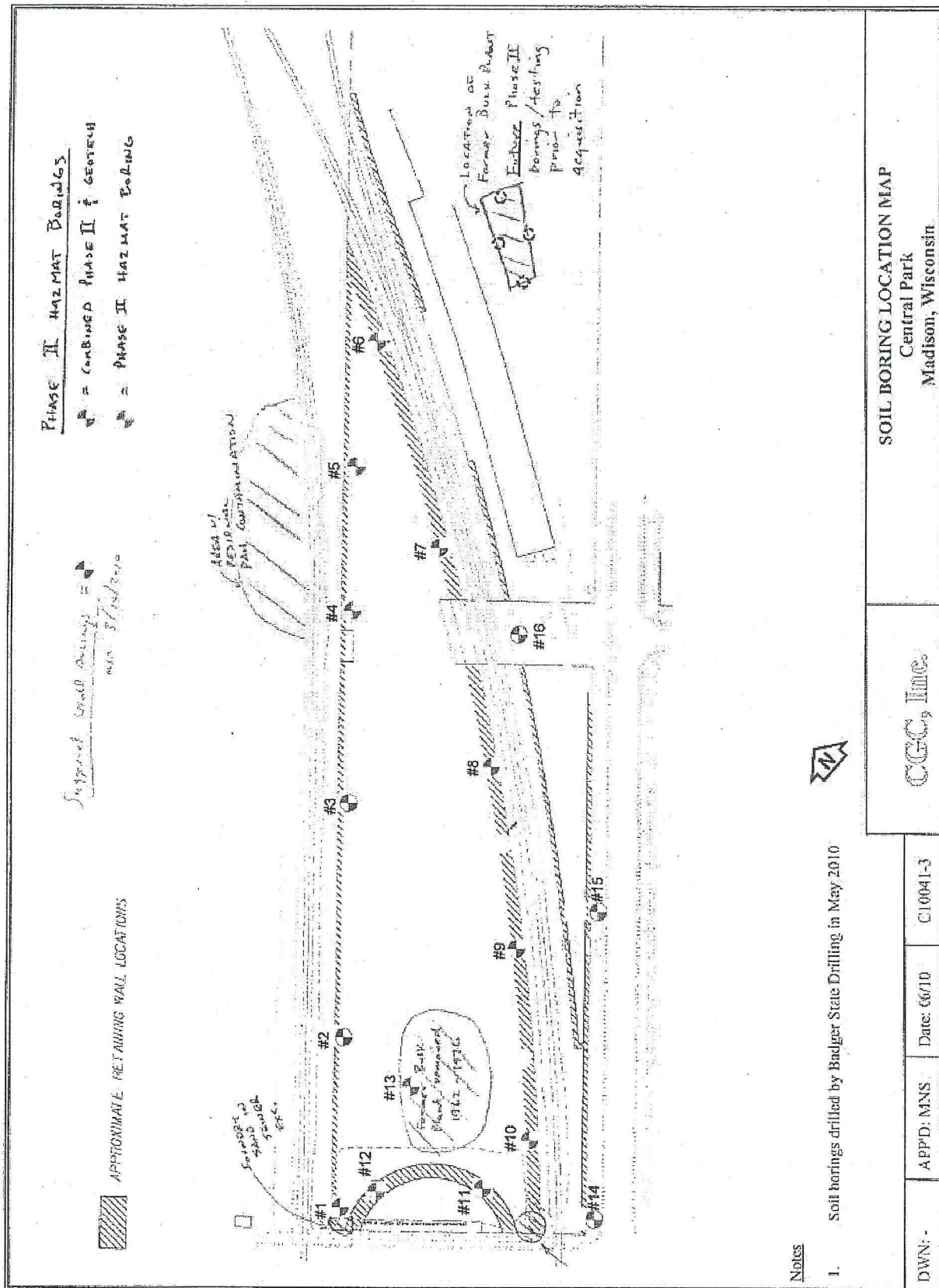
Finishing: Finished surface shall be smooth, uniform and solid. There shall be no evidence of chipping, or cracking. Cured and compacted surface shall be firm through profile with no spongy areas. Loose material shall not be present on the surface. Any significant irregularities in surface shall be repaired to the uniformity of entire installation.

METHOD OF MEASUREMENT

Crushed Granite Landscape Stone shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Crushed Granite Landscape Stone, measured as stated above, is full compensation for providing all materials; including top course and base course stone; for preparing the subgrade; for disposing of surplus material; for placing, compacting, activating stabilizer, and protecting; and for restoring the work site.





LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) 851.4
Job No. C10041-3
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7367

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	W	Depth (ft)		q _p (qs) (tsf)	W	LL	PL	LI
1	16	M	22		FILL: Mix of Clay, Sand, Gravel and Silt with Trace Cinders to 4 ft					
2	12	M	6		Gray Sandy Clay to 5.5 ft	(1.0-1.5)				
3	10	M	5		Very Loose to Loose Black Sedimentary PEAT, Trace Sand (PT)		69.2			19.9
					Loose to Very Loose, Gray SILT with Alternating Lenses of Lean Clay and Sandy Silt (ML)	(0.5)				
4	18	W	4			(0.5)				
					Loose, Gray Sandy SILT (ML)					
5	18	W	9							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	▽ 8.0'	Upon Completion of Drilling	11'	Start	5/12/10 End 5/12/10
Time After Drilling			24 hrs	Driller	Badger Chief BR Rig D-120
Depth to Water			11'	Logger	KD Editor ESF
Depth to Cave in			13'	Drill Method	2 1/4 in. HSA
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					

LOG OF TEST BORING

Project **Central Park**

Location Madison, Wisconsin

Boring No. 2

Surface Elevation (ft) 853.7

Job No. **C10041-3**

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)			qu (qa) (tsf)	W	LL	PL	LI
					FILL: Brown Topsoil to 0.5 ft Brown Clay with Sand and Gravel to 2.5 ft Black and Brown Clay with Trace Sand and Wood Chips to 5 ft Brown Clay Layered with Tan Sand to 7.5 ft						
1	12	M	26			(3.5)					
2	10	M	17			(1.75)					
3	10	M	5								
4	14	M	5			(0.7)					
					Medium Stiff, Gray/Brown Mottled Sandy Lean CLAY (CL)						
					Dense, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)						
5	14	W	33								
					End Boring at 15 ft						
					Borehole backfilled with bentonite chips						

WATER LEVEL OBSERVATIONS					GENERAL NOTES		
While Drilling	<u>13.5'</u>	Upon Completion of Drilling	<u>13'</u>	Start	<u>5/10/10</u>	End	<u>5/10/10</u>
Time After Drilling	<u>15 min</u>			Driller	<u>Badger, Chief</u>	AP	Rig D-120
Depth to Water	<u>9.5'</u>			Logger	<u>AP</u>	Editor	<u>ESF</u>
Depth to Cave in	<u>11.5'</u>			Drill Method	<u>2 1/4 in. HSA</u>		

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

CGC Inc.

LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 3
Surface Elevation (ft) 853.9
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _a (qa) (tsf)	W	LL	PL	LI
					FILL: Dark Brown Clayey Topsoil to 0.5 ft Brown Fine to Medium Sand, Some Silt and Gravel to 2.5 ft					
1	14	M	18		Brown Clay to 4.5 ft					
2	14	M	14		Black Foundry Sand to 5 ft Brown Silty Sand with Gravel and Clay to 7.5 ft	(2.5-3.0)				
3	10	M	4		Medium Stiff, Gray Brown Mottled Sandy Lean CLAY (CL)	(0.75)				
4	14	W	13		Medium Dense, Brown Fine SAND, Trace to Little Silt (SP/SP-SM) Stiff, Gray Silty CLAY with Fine Sand Partings (CL)					
5	14	W	10			(1.25)				
					End Boring at 15 ft Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	▽ 9.6'	Upon Completion of Drilling	10'	Start	5/10/10 End 5/10/10
Time After Drilling			24 hrs	Driller	Badger Chief AP Rig D-120
Depth to Water			10' ▽	Logger	AP Editor ESF
Depth to Cave in			11'	Drill Method	2 1/4 in. HSA
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					



LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 4
Surface Elevation (ft) 854.4
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					FILL: Brown Clay with Sand, Silt and Gravel to 4'					
1	14	M	16							
2	16	M	28		Black Foundry Sand to 4.5 ft					
				5	Brown Fine to Medium Sand, Trace to Little Silt and Gravel to 7.5 ft					
3	16	W	12							
					Stiff, Gray Brown Sandy Mottled Lean CLAY (CL)					
4	18	M	6			(1.5)				
				10						
					Stiff, Gray Lean CLAY, Occasional Sand Partings (CL)					
5	14	M	6			(1.75)				
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips					
				20						

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling	∇ 6.0'	Upon Completion of Drilling			Start	5/10/10
Time After Drilling					End	5/10/10
Depth to Water				11'	Driller	Badger Chief BR Rig D-120
Depth to Cave in				13'	Logger	KD Editor ESF
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					Drill Method	2 1/4 in. HSA

CGC Inc.

LOG OF TEST BORING

Project Central Park
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) 853.1
 Job No. C10041-3
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qs) (tsf)	W	LL	PL	LI
					FILL: Brown Silty Sand to 2 ft					
1	14	M	4		Brown Clay with Sand to 3.5 ft	(2.0)				
2	12	M	13		Brown Sand Mixed with Silt and Clay, Occasional Cinders/Foundry Sand to 7.5 ft					
3	8	M/W	29							
4	14	W	12		Loose, Dark Brown-Black Sedimentary PEAT, Trace Sand (OL/PT) Medium Stiff to Stiff, Gray Mottled Lean CLAY (CL) Medium Dense, Brown Fine to Medium SAND, Little Silt, Trace Gravel (SP-SM)		52.8			22.2
						(1.0)				
5	14	W	10		Interbedded with Layers of Gray Silt and Clay at 14'					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>6.0'</u>	Upon Completion of Drilling	<u>9'</u>	Start	<u>5/11/10</u> End <u>5/11/10</u>
Time After Drilling			<u>24 hrs</u>	Driller	<u>Badger Chief BR Rlg D-120</u>
Depth to Water			<u>9'</u>	Logger	<u>KD Editor ESF</u>
Depth to Cave in			<u>10'</u>	Drill Method	<u>2 1/4 in. HSA</u>

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

CGC Inc.

LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 6
Surface Elevation (ft) 852.6
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _a (qa) (tsf)	w	LL	PL	LI
					FILL: Dark Brown Clayey Topsoil to 0.5 ft					
1	16	M	14		Black Foundry Sand with Cinders to 1 ft Brown and Black Sand with Silt to 4.5 ft					
2	12	M	12							
				5	Medium Stiff, Gray Lean CLAY, Trace to Little Sand (CL)					
3	14	M	6			(0.6-0.75)				
4	16	W	8		Medium Stiff, Gray Brown Mottled Lean CLAY (CL)	(0.75)				
				10						
					Medium Dense, Gray Silty SAND to Sandy SILT (SM/ML)					
5	12	W	11							
				15	End Boring at 15 ft Borehole backfilled with bentonite chips					
				20						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>8.0'</u>	Upon Completion of Drilling	<u>8.5'</u>	Start	<u>5/10/10</u> End <u>5/10/10</u>
Time After Drilling			<u>2 hrs</u>	Driller	<u>Badger Chief BR</u> Rig <u>D-120</u>
Depth to Water			<u>8.5'</u>	Logger	<u>KD</u> Editor <u>ESF</u>
Depth to Cave in			<u>10'</u>	Drill Method	<u>2 1/4 in. HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					



LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 7
Surface Elevation (ft) 853.1
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		CU (qs) (tsf)	W	LL	PL	LI
					FILL: Dark Brown Clayey Topsoil to 0.5 ft					
1	12	M	37		Brown Clay with Sand and Gravel to 3 ft	(2.0)				
					Brown and Tan Silty Sand to 5 ft (Possible Foundry Sand Mixed In)					
2	14	M	12							
					Dark Brown to Black Clay to 7 ft					
3	10	M	7			(1.5)				
					Loose, Black Organic SILT, Trace Sand (OL) (Possible Buried Topsoil)					
4	12	M/W	16		Medium Dense, Tan fine SAND, Trace to Little Silt (SP/SP-SM)					
					Soft to Medium Stiff, Gray Lean CLAY, Trace Sand (CL)					
5	12	W	6			(0.5)				
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling 9.6' Upon Completion of Drilling 10'
Time After Drilling 15 min
Depth to Water 10'
Depth to Cave in 11'

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

GENERAL NOTES

Start 5/10/10 End 5/10/10
Driller Badger Chief AP Rig D-120
Logger AP Editor ESF
Drill Method 2 1/4 in. HSA



LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 8
Surface Elevation (ft) 853.2
Job No. C10041-3
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7857

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Typ (in.)	Rec (in.)	Moist	N		Depth (ft)	q _a (tsf)	W	LL	PL	LI
						FILL: Dark Brown Clay Topsoil to 0.5 ft					
1		14	M	6		Brown Fine Sand to 2 ft	(2.5)				
						Dark Brown Clay to 3 ft					
2		14	M	13		Black Foundry Sand to 5 ft					
					5	Medium Stiff, Black Organic CLAY, Trace Sand (OL) (Possible Buried Topsoil)					
3		10	M	6			(0.75)	39.2			13.9
						Loose to Medium Dense, Brown Sandy SILT, Trace to Little CLAY (ML)					
4		12	M	10			(1.50)				
					10						
5		14	W	21		Medium Dense, Gray Clayey Fine to Coarse SAND, Trace Gravel (SC)					
					15						
						End Boring at 15 ft					
						Borehole backfilled with bentonite chips					
					20						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/> 12.5'	Upon Completion of Drilling		Start	5/10/10 End 5/10/10
Time After Drilling			15 min	Driller	Badger Chief AP Rig D-120
Depth to Water			12'	Logger	AP Editor ESF
Depth to Cave in			13'	Drill Method	2 1/4 in. HSA

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



LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 9
Surface Elevation (ft) 852.2
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	REC (in.)	Moist	N	Depth (ft)		qu (qs) (tsf)	W	LL	PL	LI
					FILL: Dark Brown Clayey Topsoil to 0.5 ft					
1	14	M	10		Brown Sand with Silt, Gravel, Clay and Occasional Cinders to 5 ft					
2	6	M	6			(0.5)				
				5	Medium Stiff, Gray/Brown Mottled Lean CLAY (CL)					
3	14	M	6			(0.8)				
					Medium Dense, Brown Silty Fine SAND, Some Gravel (SM)					
4	12	M	18							
				10	Medium Dense, Gray-Brown Fine to Medium Silty SAND to Sandy SILT (SM/ML)					
5	14	W	12							
				15	End Boring at 15 ft Borehole backfilled with bentonite chips					
				20						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>▽ 13.5'</u>	Upon Completion of Drilling	<u>15 min</u>	Start	<u>5/10/10</u> End <u>5/10/10</u>
Time After Drilling	<u> </u>		<u>12.5'</u>	Driller	<u>Badger Chief AP</u> Rig <u>D-120</u>
Depth to Water	<u> </u>		<u>13'</u>	Logger	<u>AP</u> Editor <u>ESF</u>
Depth to Cave in	<u> </u>			Drill Method	<u>2 1/4 in. HSA</u>

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

LOG OF TEST BORING

Project Central Park

Location **Madison, Wisconsin**

Boring No. **10**

Surface Elevation (ft) 851.7

Job No. **C10041-3**

Sheet 1 of 1

2921 Ferry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7857

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Test Type	Rec (in.)	Moist	N		Depth (ft)	q _a (qa) (tsf)	N	LL	PL	LI
						FILL: Dark Brown Sand with Silt and Gravel, Trace Cinders to 3 ft					
1		6	M	11							
2		12	W/M	6		Brown Silty Sand to Sandy Silt to 4.5 ft					
					5	Brown Clay to 5.5 ft	(0.25)				
3		14	M	5		Medium Stiff, Brown/Gray Mottled Lean CLAY (CL)					
							(0.6)				
4		12	W	4		Less Mottling with Depth					
					10		(0.75)				
						Loose, Brown Fine to Medium SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)					
5		18	W	9							
					35	End Boring at 15 ft					
						Borehole backfilled with bentonite chips					
					20						
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <u>8.0'</u> Upon Completion of Drilling <u>12'</u>						Start <u>5/12/10</u> End <u>5/12/10</u>					
Time After Drilling _____ <u>2 hrs</u>						Driller <u>Badger Chief</u> <u>BR</u> Rig <u>D-120</u>					
Depth to Water _____ <u>9'</u>						Logger <u>KD</u> Editor <u>ESF</u>					
Depth to Cave In _____ <u>12'</u>						Drill Method <u>2 1/4 in. HSA</u>					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											

CGC Inc.

LOG OF TEST BORING

Project Central Park
 Location Madison, Wisconsin

Boring No. 11
 Surface Elevation (ft) 851.4
 Job No. C10041-3
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Req (in.)	Moist	N	Depth (ft)		G _u (ga) (tsf)	W	LL	PL	LI
					PILL: Brown Crushed Aggregate to 1 ft					
1	18	M	12		Brown-Black Sand with Foundry Sand and Cinders to 3.5 ft					
2	16	W	4		Brown sand with Silt to 5.5 ft					
3	18	W	9		Medium Stiff, Brown-Gray Sandy Lean CLAY (CL)	(0.75)				
4	18	W	7		Medium Stiff to Stiff at 9 ft	(1.0)				
					Medium Dense, Brown Silty Fine SAND, Trace Gravel (SM)					
5	8	W	11							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>5.0'</u>	Upon Completion of Drilling	<u>10'</u>	Start	<u>5/12/10</u> End <u>5/12/10</u>
Time After Drilling	<u>1 hr</u>			Driller	<u>Badger Chief BR</u> Rig <u>D-120</u>
Depth to Water	<u>10'</u>			Logger	<u>KD</u> Editor <u>ESF</u>
Depth to Cave in	<u>12'</u>			Drill Method	<u>2 1/4 in. HSA</u>

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

CGC Inc.

LOG OF TEST BORING

Project Central Park
 Location Madison, Wisconsin

Boring No. 12
 Surface Elevation (ft) 851.6
 Job No. C10041-3
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					FILL: Brown Crushed Aggregate to 1 ft					
1	16	M	23		Brown Sand with Silt and Gravel to 3.5 ft					
2	12	W	4		Brown Fine to Medium Sand, Little Silt and Gravel to 5.5 ft					
3	12	M	3		Medium Stiff, Brown/Gray Mottled Lean CLAY (CL)	(0.75)				
4	18	W	3		Soft to Medium Stiff, Gray Lean CLAY with Sand Partings (CL)	(0.5)				
					Loose, Gray Sandy SILT (ML)					
5	18	W	7		End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>4.0'</u>	Upon Completion of Drilling	<u>10'</u>	Start	<u>5/12/10</u> End <u>5/12/10</u>
Time After Drilling	<u>2 hrs</u>			Driller	<u>Badger Chief BR</u> Rig <u>D-120</u>
Depth to Water	<u>10'</u>			Logger	<u>KD</u> Editor <u>ESF</u>
Depth to Cave in	<u>12'</u>			Drill Method	<u>2 1/4 in. HSA</u>

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



LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 13
Surface Elevation (ft) 853.1
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Rec (in.)	Moist	N	Depth (ft)		qu (ga) (tsf)	W	LL	PL	LI	
1	12	M	9	0.5	FILL: Dark Brown Clayey Topsoil to 0.5 ft Dark Brown to Black Clay with Sand to 2 ft Dark Gray to Black Silty Sand, Sandy Silt with Gravel, Foundry Sand and Cinders to 8 ft	(2.0)					
2	14	M	20	2.0							
3	12	M	9	5.0							
4	14	W	11	11.0	Soft to Medium Stiff, Gray Lean CLAY (CL) Occasional Partings and Thin (1/4") Seams of Sand	(0.5)					
				10.0	Medium Dense, Silty Fine SAND to Sandy SILT (SM/ML)						
5	10	W	27	13.0	End Boring at 13 ft Borehole backfilled with bentonite chips						
				15.0							
				20.0							

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/> 8.0'	Upon Completion of Drilling	7.5'	Start	5/12/10 End 5/12/10
Time After Drilling				Driller	Badger Chief BR Rig D-120
Depth to Water			7.5'	Logger	KD Editor ESF
Depth to Cave in			11'	Drill Method	2 1/4 in. HSA
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					

LOG OF TEST BORING

Project **Central Park**

Location **Madison, Wisconsin**

Boring No. 14
Surface Elevation (ft) 851.5
Job No. C10041-3
Sheet 1 of 1

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

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CGC Inc.

LOG OF TEST BORING

Project Central Park
Location Madison, Wisconsin

Boring No. 15
Surface Elevation (ft) 852.1
Job No. C10041-3
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					FILL: 8 in. Topsoil					
1	14	M	17		Brown Fine to Medium SAND with GRAVEL, Trace Silt to 3 ft					
2	18	M	7		Stiff, Gray-Brown Lean CLAY, Trace to Little Sand (CL) (Possible Fill)	(1.25)				
3	18	M	10		Medium Stiff to Stiff, Brown Lean CLAY (CL)	(1.0)				
4	16	M	15		Stiff, Gray-Brown Sandy Lean CLAY, Some Gravel (CL)	(1.5)				
					Medium Dense, Brown Silty Fine to Medium SAND, Some Gravel (SM)					
5	14	W	14							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					
WATER LEVEL OBSERVATIONS						GENERAL NOTES				
While Drilling <u>▽ 13.5'</u> Upon Completion of Drilling <u>9'</u>						Start <u>5/11/10</u> End <u>5/11/10</u>				
Time After Drilling _____						Driller <u>Badger</u> Chief <u>BR</u> Rig <u>D-120</u>				
Depth to Water _____						Logger <u>KD</u> Editor <u>ESF</u>				
Depth to Cave in _____						Drill Method <u>2 1/4 in. HSA</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



LOG OF TEST BORING

Project Central Park

Location Madison, Wisconsin

Boring No. 16

Surface Elevation (ft) 850.8

Job No. C10041-3

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qs) (tsf)	W	LL	PL	LI
					FILL: Brown Clayey Topsoil to 0.2 ft Gray-Brown Clayey Mixed with Sand and Gravel to 5 ft					
1	12	M	6							
2	14	M	6			(.75)				
				5	Medium Stiff, Gray Lean CLAY, Trace Sand and Gravel (CL)					
3	14	M	8			(0.75-1.0)				
4	12	W	11			(.75-1.0)				
				10	Medium Dense, Gray-Brown Silty Fine to Medium SAND, Some Gravel (SM)					
5	14	W	15							
				15	End Boring at 15 ft Borehole backfilled with bentonite chips					
				20						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<u>8.0'</u>	Upon Completion of Drilling	<u>11'</u>	Start	<u>5/10/10</u> End <u>5/10/10</u>
Time After Drilling			<u>15 min</u>	Driller	<u>Badger Chief</u> <u>AP</u> Rig <u>D-120</u>
Depth to Water			<u>10.5</u>	Logger	<u>WK</u> Editor <u>ESF</u>
Depth to Cave in			<u>13'</u>	Drill Method	<u>2 1/4 in. HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					

**APPENDIX B
ELECTRICAL**

INDEX

BID ITEM 90015 – ELECTRICAL

26 05 00 BASIC ELECTRICAL REQUIREMENTS	1-17
26 05 13 WIRE AND CABLE	1-5
26 05 26 GROUNDING AND BONDING	1-4
26 05 27 SUPPORTING DEVICES	1-4
26 05 31 BOXES	1-5
26 05 33 CONDUIT	1-11
26 05 53 ELECTRICAL IDENTIFICATION	1-5
26 51 00 LIGHTING	1-5
26 51 00 LB-1 BASE DETAIL	1

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 00

BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 26 Sections. Also refer to Division 1 - General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced in each specification section.

1.2 SCOPE OF WORK

- A. This Specification and the associated drawings govern furnishing, installing, testing and placing into satisfactory operation the Electrical Systems.
- B. The Contractor shall furnish and install all new materials as indicated on the drawings, and/or in these specifications, and all items required to make his portion of the Electrical Work a finished and working system.
- C. Description of Systems shall be as follows:
 - 1. Electrical power system to and including light fixtures, devices, etc.
 - 2. Grounding system.
 - 3. Wiring of equipment furnished by others.
- D. Work Not Included:
 - 1. Temperature control wiring for plumbing and HVAC equipment (unless otherwise indicated) will be by other Contractors.

1.3 OWNER FURNISHED PRODUCTS

- A. The Owner will supply manufacturer's installation data for new equipment purchased by him for this project.
- B. This Contractor shall make all electrical system connections shown on the drawings or required for fully functional units.
- C. This Contractor is responsible for all damage to Owner furnished equipment caused during installation.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1.4 QUALITY ASSURANCE

A. Contractor's Responsibility Prior to Submitting Pricing/Bid Data:

1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guides, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Architect/Engineer any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
2. The Contractor shall resolve all reported deficiencies with the Architect/Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Architect/Engineer will be done at the Contractor's risk.

B. Qualifications:

1. Only products of reputable manufacturers as determined by the Engineer are acceptable.
2. All Contractors and subcontractors shall employ only workmen who are skilled in their trades. At all times, the number of apprentices at the job site shall be less than or equal to the number of journeymen at the job site.

C. Compliance with Codes, Laws, Ordinances:

1. Conform to all requirements of the City of Madison, Wisconsin Codes, Laws, Ordinances and other regulations having jurisdiction over this installation.
2. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method or equipment used.
3. If the Contractor notes, at the time of bidding, any parts of the drawings or specifications that do not comply with the codes or regulations, he shall inform the Architect/Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, he shall submit with his proposal a separate price to make the system comply with the codes and regulations.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1 4. All changes to the system made after the letting of the contract to comply
2 with codes or the requirements of the Inspector, shall be made by the
3 Contractor without cost to the Owner.

4 5. If there is a discrepancy between manufacturer's recommendations and
5 these specifications, the manufacturer's recommendations shall govern.

6 6. If there are no local codes having jurisdiction, the current issue of the
7 National Electrical Code shall be followed.

8 D. Permits, Fees, Taxes, Inspections:

9 1. Procure all applicable permits and licenses.

10 2. Abide by all laws, regulations, ordinances, and other rules of the State or
11 Political Subdivision where the work is done, or as required by any duly
12 constituted public authority.

13 3. Pay all charges for permits or licenses.

14 4. Pay all fees and taxes imposed by State, Municipal, and other regulatory
15 bodies.

16 5. Pay all charges arising out of required inspections by an authorized body.

17 6. Pay all charges arising out of required contract document reviews
18 associated with the project and as initiated by the Owner or authorized
19 agency/consultant.

20 7. Where applicable, all fixtures, equipment and materials shall be listed by
21 Underwriter's Laboratories, Inc. or a nationally recognized testing
22 organization.

23 E. Examination of Drawings:

24 1. The drawings for the electrical work are completely diagrammatic,
25 intended to convey the scope of the work and to indicate the general
26 arrangements and locations of equipment, outlets, etc., and the
27 approximate sizes of equipment.

28 2. Contractor shall determine the exact locations of equipment and rough-ins,
29 and the exact routing of raceways so as to best fit the layout of the job.

30 3. Scaling of the drawings will not be sufficient or accurate for determining
31 these locations.

32 4. Where job conditions require reasonable changes in arrangements and
33 locations, such changes shall be made by the Contractor at no additional
34 cost to the Owner.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

5. Because of the scale of the drawings, certain basic items, such as junction boxes, pull boxes, conduit fittings, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either shown on the drawings or called for in the specifications, it shall be included in this contract.
7. The Contractor shall determine quantities and quality of material and equipment required from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater and better quality number shall govern.
8. Where used in electrical documents the word "furnish" shall mean supply for use, the word "install" shall mean connect up complete and ready for operation, and the word "provide" shall mean to supply for use and connect up complete and ready for operation.
9. Any item listed as furnished shall also be installed unless otherwise noted.
10. Any item listed as installed shall also be furnished unless otherwise noted.

F. Electronic Media/Files:

1. Construction drawings for this project have been prepared utilizing AutoCAD MEP.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by KJWW.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
5. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
6. The drawings prepared by KJWW for bidding purposes may not be used directly for ductwork layout drawings or coordination drawings.
7. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

8. The information is provided to expedite the project and assist the Contractor with no guarantee by KJWW as to the accuracy or correctness of the information provided. KJWW accepts no responsibility or liability for the Contractor's use of these documents.

G. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any conduit, conductors, wireways, fittings, etc.

1.5 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

1. Submittals list:

<u>Referenced Specification Section</u>	<u>Submittal Item</u>
26 51 00	Lighting

- B. In addition to the provisions of Division 1, the following provisions are required:

1. Submittals shall include all fabrication, erection, layout, and setting drawings; manufacturers' standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; and all other drawings and descriptive data of materials of construction as may be required to show that the materials, equipment or systems and the location thereof conform to the requirements of the contract documents.
2. The Contractor shall submit electronic copies of each shop drawing for review by the Architect/Engineer BEFORE releasing any equipment for manufacture or shipment.
3. Review and markup air conditioning and ventilating contractor's layout drawings with electrical equipment and conduit routings for coordination.
4. Shop drawings that are larger than 11" x 17" or are plan size layout or erection drawings such as cable tray or busduct drawings, shall be submitted on reproducible media. Submit one reproducible and one print of each drawing or plan. All Contractor approval stamps shall be on the reproducible.
5. The Contractor shall thoroughly review and approve all shop drawings before submitting them to the Architect/Engineer. CONTRACTOR'S APPROVAL STAMP IS REQUIRED ON ALL SUBMITTALS. APPROVAL WILL INDICATE THE CONTRACTOR'S REVIEW of all material and a COMPLETE UNDERSTANDING OF EXACTLY WHAT

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1 IS TO BE FURNISHED. Contractor shall clearly mark all deviations from
2 the contract documents on all submittals. IF THE CONTRACTOR DOES
3 NOT MARK DEVIATIONS, THEN THE ITEM SHALL BE REQUIRED
4 TO MEET ALL DRAWING AND SPECIFICATION REQUIREMENTS.

5 6. Each data sheet shall clearly show at the top of the sheet what General
6 Electrical Equipment Schedule symbol (and applicable variations and
7 subscripts) that data sheet corresponds to.

8 7. Each data sheet shall show the size, rating, style, finish, material, catalog
9 number, manufacturer name and product photos for each item to ensure
10 compliance with these specifications.

11 8. Assemble all submittals in sets, such as panelboards, fire alarm, lighting,
12 or motor control. All sets shall be identical and contain an index of the
13 items enclosed with a general topic description on the cover.

14 9. Bind each set in a manufacturer's folder or inside of a manila file folder.

15 10. Where more than one model is shown on a manufacturer's sheet, clearly
16 indicate exactly which item and which data is relevant to the work.

17 11. Where the manufacturer lists multiple part numbers or options on a single
18 data sheet, the part number and options to be used shall be clearly set apart
19 from other part numbers shown on that sheet.

20 12. Failure to comply with the above shall be reason to resubmit all shop
21 drawings.

22 13. The Engineer's responsibility shall be to review one set of shop drawing
23 submittals for each product. If the first submittal is incomplete or does not
24 comply with the drawings and/or specifications, the Contractor shall be
25 responsible to bear the cost to the Owner, for the Engineer to recheck and
26 handle the additional shop drawing submittals.

27 C. Provide Schedule of Values:

28 1. Application forms: Use AIA Document Continuation Sheets G703 (or
29 similar) as the form for application.

30 2. Provide line items on the Schedule of Values including:

- 31 a. General Conditions (mobilization, bonds, insurance, etc.)
- 32 b. Lighting
- 33 c. Power

34 3. Change orders shall have schedule of values broken out as listed above
35 submitted with each change order.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

4. Coordinate with the Project Engineer the items included in the Schedule of Values. The intent is to not create schedules in addition to those the Electrical Contractor normally submits to the General Contractor for payment.

1.6 PRODUCT DELIVERY, STORAGE, HANDLING AND MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage.
- B. Keep all materials clean, dry and free from damaging environments.
- C. Coordinate the installation of heavy and large equipment with the General Contractor and/or Owner. If the Electrical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.
- D. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate his/her work with other trades.

1.7 WARRANTY

- A. Provide one-year warranty for all fixtures, equipment, materials, and workmanship.
- B. The warranty period for all work in this specification Division shall commence on the date of Substantial Completion or successful system performance whichever occurs later. The warranty may also commence if a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization of the Owner. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements extend to correction, without cost to the Owner, of all work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage due to defects or nonconformance with contract documents excluding repairs required as a result of improper maintenance or operation, or of normal wear as determined by the Architect/Engineer.

1.8 INSURANCE

- A. This Contractor shall maintain insurance coverage as set forth in Division 1 of these specifications.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1.9 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the manufacturer for which a catalog number is given is the basis of design and establishes the quality required.
- B. Equivalent equipment manufactured by the other named manufacturers may be used. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications, and fit in the allocated space. The Engineer shall make the final determination of whether a product is equivalent.
- C. Any material, article or equipment of other unnamed manufacturers which will adequately perform the services and duties imposed by the design and is of a quality equal to or better than the material, article or equipment identified by the drawings and specifications may be used if approval is secured in writing from the Architect/Engineer via addendum. The Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on his part or on the part of other Contractors whose work is affected.
- D. Voluntary add or deduct prices for alternate materials may be listed on the bid form. These items will not be used in determining the low bidder. This Contractor assumes all costs incurred as a result of using the offered material or equipment on his part or on the part of other Contractors whose work is affected.
- E. All material substitutions requested after the final addendum must be listed as voluntary changes on the bid form.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All items of material having a similar function (e.g., safety switches, panelboards, contactors shall be of the same manufacturer unless specifically stated otherwise on drawings or elsewhere in specifications.

PART 3 - EXECUTION

3.1 JOBSITE SAFETY

- A. Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for jobsite safety. The Engineer and the Engineer's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

3.2 EXCAVATION, FILL, BACKFILL, COMPACTION

A. General:

1. Prior to the commencement of any excavation or digging, the Contractor shall verify all underground utilities with the regional utility locator. Provide prior notice to the locator before excavations. Contact information for most regional utility locaters can be found by calling 811.
2. The Contractor shall do all excavating, filling, backfilling, compacting, and restoration in connection with his work.

B. Excavation:

1. Make all excavations to accurate, solid, undisturbed earth, and to proper dimensions.
2. If excavations are carried in error below indicated levels, concrete of same strength as specified for the foundations or thoroughly compacted sand-gravel fill, as determined by the Architect/Engineer shall be placed in such excess excavations under the foundation. Place thoroughly compacted, clean, stable fill in excess excavations under slabs on grade, at the Contractor's expense.
3. Trim bottom and sides of excavations to grades required for foundations.
4. Protect excavations against frost and freezing.
5. Take care in excavating not to damage surrounding structures, equipment or buried pipe. Do not undermine footing or foundation.
6. Perform all trenching in a manner to prevent cave-ins and risk to workmen.
7. Where original surface is pavement or concrete, the surface shall be saw cut to provide clean edges and assist in the surface restoration.
8. If satisfactory bearing soil is not found at the indicated levels, immediately notify the Architect/Engineer or their representative, and do no further work until the Architect/Engineer or their representative gives further instructions.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

9. Excavation shall be performed in all ground conditions, including rock, if encountered. Bidders shall visit the premises and determine the soil conditions by actual observations, borings, or other means. The cost of all such inspections, borings, etc., shall be borne by the bidder.

10. If a trench is excavated in rock, a compacted bed with a depth of 3" (minimum) of sand and gravel shall be used to support the conduit unless masonry cradles or encasements are used.

11. Mechanical excavation of the trench to line and grade of the conduit or to the bottom level of masonry cradles or encasements is permitted, unless otherwise indicated on the electrical drawings.

12. Mechanical excavation of the trench to line and grade where direct burial cables are to be installed is permitted provided the excavation is made to a depth to permit installation of the cable on a fine sand bed at least 3 inches deep.

C. Dewatering:

1. Furnish, install, operate and remove all dewatering pumps and pipes needed to keep trenches and pits free of water.

D. Underground Obstructions:

1. Known underground piping, conduit, feeders, foundations, and other obstructions in the vicinity of construction are shown on the drawings. Review all Bid Documents for all trades on the project to determine obstructions indicated. Take great care in making installations near underground obstructions.

2. If objects not shown on the drawings are encountered, remove, relocate, or perform extra work as directed by the Architect/Engineer.

E. Fill and Backfilling:

1. No rubbish or waste material is permitted for fill or backfill.

2. Furnish all necessary sand for backfilling.

3. Dispose of the excess excavated earth as directed.

4. Backfill materials shall be suitable for required compaction, clean and free of perishable materials, frozen earth, debris, earth with a high void content, and stones greater than 4 inches in diameter. Water is not permitted to rise in unbackfilled trenches.

5. Backfill all trenches and excavations immediately after installing of conduit, or removing forms, unless other protection is directed.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

6. Around piers and isolated foundations and structures, backfill and fill shall be placed and consolidated simultaneously on all sides to prevent wedge action and displacement. Spread fill and backfill materials in 6" uniform horizontal layers with each layer compacted separately to required density.
7. For conduits that are not concrete encased, lay all conduits on a compacted bed of sand at least 3" deep. Backfill around conduits with sand, in 6" layers and compact each layer.
8. Backfill with sand up to grade for all conduits under slabs or paved areas. All other conduits shall have sand backfill to 6" above the top of the conduit.
9. Place all backfill above the sand in uniform layers not exceeding 6" deep. Place then carefully and uniformly tamp each layer to eliminate lateral or vertical displacement.
10. Where the fill and backfill will ultimately be under a building, floor or paving, each layer of fill shall be compacted to 95% of the maximum density as determined by AASHTO Designation T-99 or ASTM Designation D-698. Moisture content of soil at time of compaction shall not exceed plus or minus 2% of optimum moisture content as determined by AASHTO T-99 or ASTM D-698 test.
11. After backfilling of trenches, no superficial loads shall be placed on the exposed surface of the backfill until a period of 48 hours has elapsed.

F. Surface Restoration:

1. Where trenches are cut through graded, planted or landscaped areas, the areas shall be restored to the original condition. Replace all planting and landscaping features removed or damaged to its original condition. At least 6" of topsoil shall be applied where disturbed areas are to be seeded or sodded. All lawn areas shall be sodded unless seeding is called out in the drawings or specifications.
2. Concrete or asphalt type pavement, seal coat, rock, gravel or earth surfaces removed or damaged shall be replaced with comparable materials and restored to original condition. Broken edges shall be saw cut and repaired as directed by Architect/Engineer.

3.3 ENGINEER OBSERVATION OF WORK

- A. The contractor shall provide seven (7) calendar days' notice to the Engineer prior to:
 1. Placing fill over underground and underslab utilities.
 2. Covering exterior walls, interior partitions and chases.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- 1 B. The Engineer will review the installation and provide a written report noting
2 deficiencies requiring correction. The contractor's schedule shall account for
3 these reviews and show them as line items in the approved schedule.

4 3.4 PROJECT CLOSEOUT

- 5 A. The following paragraphs supplement the requirements of Division 1.

6 B. Final Jobsite Observation:

- 7 1. In order to prevent the Final Jobsite Observation from occurring too early,
8 the Contractor shall review the completion status of the project and certify
9 that the job is ready for the final jobsite observation.
- 10 2. It is understood that if the Engineer finds the job not ready for the final
11 observation and additional trips and observations are required to bring the
12 project to completion, the cost of the additional time and expenses
13 incurred by the Engineers will be deducted from the Contractor's final
14 payment.

- 15 C. The following must be submitted before Architect/Engineer recommends final
16 payment:

- 17 1. Operation and maintenance manuals with copies of approved shop
18 drawings.
- 19 2. Record documents including marked-up or reproducible drawings and
20 specifications.
- 21 3. A report documenting the instructions given to the Owner's representatives
22 complete with the number of hours spent in the instruction. The report
23 shall bear the signature of an authorized agent of this Contractor and shall
24 be signed by the Owner's representatives.
- 25 4. Provide spare parts, maintenance, and extra materials in quantities
26 specified in individual specification sections. Deliver to project site and
27 place in location as directed and submit receipt to Architect/Engineer.
- 28 5. Start-up reports on all equipment requiring a factory installation or start-
29 up.

30 3.5 OPERATION AND MAINTENANCE INSTRUCTIONS

- 31 A. Submit three (3) properly indexed and bound copies, in "D" ring style notebooks,
32 of the Operations and Maintenance Instructions to the Architect/Engineer. Make
33 all corrections or additions required.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

B. Operation and Maintenance Instructions shall include:

1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are not acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.
2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project, and subject matter of binder when multiple binders are required.
3. Title page with project title, Architect, Engineer, Contractor, and Subcontractor with addresses, telephone numbers, and contacts.
4. Table of Contents describing all index tabs.
5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.
6. Index tabs dividing information by specification section, major equipment, or systems. All tab titles shall be clearly printed under reinforced plastic tabs. Label all equipment to match the identification in the construction documents.
7. Copies of warranties.
8. Copies of all final approved shop drawings and submittals. Copy of power system study and overcurrent protective device settings.
9. Copies of all factory inspection and/or equipment start-up reports.

C. Operation and maintenance data shall consist of written instructions for the care, maintenance, and operation of the equipment and systems. Instruction books, cards, manuals furnished with the equipment shall be included.

3.6 INSTRUCTING THE OWNER'S REPRESENTATIVE

- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of the complete systems installed under this contract.
- B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL in the care, maintenance, and operation of the equipment and systems.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

C. The instructions shall include:

1. Maintenance of equipment.
2. Start-up procedures for all major equipment.

D. Notify the Architect of the time and place for the verbal instructions to the Owner's representative so his representative can be present if desired.

E. Minimum hours of instruction time for each item and/or system shall be as indicated in each individual specification section.

F. Operating Instructions:

1. Contractor is responsible for all instructions to the Owner's representatives for the electrical and specialized systems.
2. If the Contractor does not have staff that can adequately provide the required instructions, he shall include in his bid an adequate amount to reimburse the Owner for the Engineer to perform these services.

3.7 RECORD DOCUMENTS

A. The following paragraphs supplement the requirements of Division 1.

B. Maintain at the job site a separate and complete set of electrical drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.

C. Mark drawings and specifications to indicate approved substitutions; Change Orders, and actual equipment and materials used. All Change Orders, RFI responses, Clarifications and other supplemental instructions shall be marked on the documents. Record documents that merely reference the existence of the above items are not acceptable. Should this Contractor fail to complete Record Documents as required by this contract, this Contractor shall reimburse Architect/Engineer for all costs to develop record documents that comply with this requirement. Reimbursement shall be made at the Architect/Engineer's hourly rates in effect at the time of work.

D. Record changes daily and keep the marked drawings available for the Architect/Engineer's examination at any normal work time.

E. Upon completing the job, and before final payment is made, give the marked-up drawings to the Architect/Engineer.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

3.8 PAINTING

- A. Paint all equipment that is marred or damaged prior to the Owner's acceptance. Paint and color shall match original equipment paint and shall be obtained from the equipment supplier if available. All equipment shall have a finished coat of paint applied unless specifically allowed to be provided with a prime coat only.
- B. Equipment in finished areas that will be painted to match the room decor will be painted by others. Should this Contractor install equipment in a finished area after the area has been painted, he shall have the equipment and all its supports, hangers, etc., painted to match the room decor. Painting shall be performed as described in project specifications.
- C. Equipment cabinets, casings, covers, metal jackets, etc., located in equipment rooms or concealed spaces, shall be furnished in standard finish, free from scratches, abrasions, chippings, etc.
- D. Equipment in occupied spaces, or if standard to the unit, shall have a baked primer with baked enamel finish coat free from scratches, abrasions, chipping, etc. If color option is specified or is standard to the unit, verify with the Architect/Engineer his color preference before ordering.
- E. Paint all equipment in unfinished areas such as boiler room, mechanical spaces, and storage rooms. Equipment furnished with a suitable factory finish need not be painted; provided the factory applied finish is not marred or spattered. If so, equipment shall be refinished with the same paint as was factory applied.
- F. All electrical conduit and equipment, fittings, hangers, structural supports, etc., in unfinished areas, such as equipment and storage room area, shall be painted two (2) coats of oil paint of colors selected by the Architect/Engineer.
- G. Do NOT paint electric conduits in crawl spaces, tunnels, or spaces above suspended ceilings except that where conduit is in a damp location give exposed threads at joints two coats of sealer after joint is made up.
- H. After surfaces have been thoroughly cleaned and are free of oil, dirt or other foreign matter, paint all raceway and equipment with the following:
1. Bare Metal Surfaces - Apply one coat of metal primer suitable for the metal being painted. Finish with two coats of Alkyd base enamel paint.
 2. Plastic Surfaces - Paint plastic surfaces with two coats of semi-gloss acrylic latex paint.

3.9 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

B. Clean all foreign paint, grease, oil, dirt, labels, stickers, etc. from all equipment.

C. Remove all rubbish, debris, etc., accumulated during construction from the premises.

3.10 SPECIAL REQUIREMENTS

A. Coordinate the installation of all equipment, controls, devices, etc., with other trades to maintain clear access area for servicing.

B. Install all equipment to maximize access to parts needing service or maintenance. Review the final location, placement, and orientation of equipment with the Owner's representative prior to setting equipment.

C. Installation of equipment or devices without regard to coordination of access requirements and confirmation with the Owner's representative will result in removal and reinstallation of the equipment at the Contractor's expense.

3.11 SYSTEM COMMISSIONING

A. The electrical systems shall be complete and operating. System start-up, testing, balancing, and satisfactory system performance is the responsibility of the Contractor. This includes all calibration and adjustment of electrical controls, balancing of loads, troubleshooting and verification of software, and final adjustments that may be needed.

B. All operating conditions and control sequences shall be tested during the start-up period. Testing all interlocks, safety shut-downs, controls, and alarms.

1. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly. If the Architect/Engineer is requested to visit the job site for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or workmanship problems, equipment substitution issues or unsatisfactory system performance, including call backs during the warranty period, through no fault of the design; the Contractor shall reimburse the Owner on a time and materials basis for services rendered at the Architect/Engineer's standard hourly rates in effect when the services are requested. The Contractor shall pay the Owner for services required that are product, installation or workmanship related. Payment is due within 30 days after services are rendered.

3.12 FIELD QUALITY CONTROL

A. General:

1. Conduct all tests required during and after construction.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2. Supply necessary instruments, meters, etc., for the tests. Supply competent technicians with training in the proper testing techniques.
3. All cables and wires shall be tested for shorts and grounds following installation and connection to devices. Replace shorted or grounded wires and cables.
4. Any wiring device, electrical apparatus or lighting fixture, if grounded or shorted on any integral "live" part, shall have all defective parts or materials replaced.

B. Other Equipment:

1. Give other equipment furnished and installed by the Contractor all standard tests normally made to assure that the equipment is electrically sound, all connections properly made, phase rotation correct, fuses and thermal elements suitable for protection against overloads, voltage complies with equipment nameplate rating, and full load amperes are within equipment rating.

C. If any test results are not satisfactory, make adjustments, replacements and changes as needed and repeat the tests and make additional tests as the Architect/Engineer or authority having jurisdiction deem necessary.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 13

WIRE AND CABLE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Building wire
- B. Remote control and signal cable

1.2 REFERENCES

- A. NEMA WC 70 - Power Cables Rated 2,000V or Less for the Distribution of Electrical Energy
- B. UL 44 - Thermoset-Insulated Wires and Cables
- C. UL 83 - Thermoplastic-Insulated Wires and Cables
- D. UL 854 - Service-Entrance Cables
- E. UL 1581 - Standard for Electrical Wires, Cables, and Flexible Cords

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Feeders and Branch Circuits Larger Than 6 AWG: Copper, stranded conductor, 600 volt insulation, THHN/THWN.
- B. Feeders and Branch Circuits Larger than 6 AWG in Underground Conduit: Copper, stranded conductor, 600 volt insulation, THWN.
- C. Feeders and Branch Circuits 6 AWG and Smaller: Copper conductor, 600 volt insulation, THHN/THWN. 6 and 8 AWG, stranded conductor; smaller than 8 AWG, solid or stranded conductor, unless otherwise noted on the drawings.
- D. Control Circuits: Copper, stranded conductor 600 volt insulation, THHN/THWN.

2.2 REMOTE CONTROL AND SIGNAL CABLE

- A. Control Cable for Class 1 Remote Control and Signal Circuits: Copper conductor, 600 volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a PVC jacket.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

B. Control Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300 volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a PVC jacket; UL listed.

C. Plenum Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300 volt insulation, rated 60°C, individual conductors twisted together, shielded, and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts, and plenums.

PART 3 - EXECUTION

3.1 WIRE AND CABLE INSTALLATION SCHEDULE

A. Concealed Interior Locations: Building wire in raceways.

B. Exposed Interior Locations: Building wire in raceways.

C. Above Accessible Ceilings: Building wire in raceways.

D. Wet or Damp Interior Locations: Building wire in raceway.

E. Exterior Locations: Building wire in raceways.

F. Underground Locations: Building wire in raceways.

G. Below Accessible Floor: Building wire in raceways.

3.2 CONTRACTOR CHANGES

A. The basis of design is copper conductors installed in raceway based on ambient temperature of 30°C, NEC Table 310.16. Service entrance conductors are based on copper conductor installed in underground electrical ducts, NEC Table B.310.7.

B. The Contractor shall be responsible for derating and sizing conductors and conduits to equal or exceed the ampacity of the basis of design circuits, if he/she chooses to use methods or materials other than the basis of design.

C. Underground electrical duct ampacity rating shall be in accordance with NEC Table B.310.7 or calculated in accordance with Annex B Application Information for Ampacity Calculation. The calculations and a sketch of the proposed installation shall be submitted prior to any conduit being installed.

D. Record drawing shall include the calculations and sketches.

3.3 GENERAL WIRING METHODS

A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- B. Use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 75 feet, and for 20 ampere, 277 volt branch circuit home runs longer than 200 feet.
- C. Use no wire smaller than 8 AWG for outdoor lighting circuits.
- D. The ampacity of multiple conductors in one conduit shall be derated per National Electrical Code, Article 310. In no case shall more than 4 conductors be installed in one conduit to such loads as motors larger than 1/4 HP, panelboards, motor control centers, etc.
- E. Where installing parallel feeders, place an equal number of conductors for each phase of a circuit in same raceway or cable.
- F. Splice only in junction or outlet boxes.
- G. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- H. Make conductor lengths for parallel circuits equal.
- I. All conductors shall be continuous in conduit from last outlet to their termination.

3.4 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling 4 AWG and larger wires.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Pulling shall be continuous without unnecessary stops and starts with wire or cable only partially thru raceway.
- D. Where reels of cable or wire are used, they shall be set up on jacks close to the point where the wire or cable enters the conduit or duct so that the cable or wire may be unreeled and run into the conduit or duct with a minimum of change in the direction of the bend.
- E. Cables or wires shall not be laid out on the ground before pulling.
- F. Cables or wires shall not be dragged over earth or paving.
- G. Care shall be taken so as not to subject the cable or wire to high mechanical stresses that would cause damage to the wire and cable.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- H. Conductors shall not be pulled through conduits until plastering or masonry work is completed and conduits are free from moisture. Care shall be taken so that long pulls of wire or pulls around several bends are not made where the wire may be permanently stretched and the insulation damaged.
- I. Only nylon rope shall be permitted to pull cables into conduit and ducts.
- J. At least six (6) inch loops or ends shall be left at each outlet for installation connection of fixtures or other devices.
- K. All wires in outlet boxes not connected to fixtures or other devices shall be rolled up, spliced if continuity of circuit is required, and insulated.
- L. Completely and thoroughly swab raceway system before installing conductors.
- M. Conductor Supports in Vertical Raceways:
 - 1. Support conductors in vertical raceways in accordance with NEC 300.19 and Table 300.19(A) Spacing of Conductors Supports.
 - 2. Supports shall be of insulated wedge type (OZ Gedney Type S, or equal) and installed in a tapered insulated bushing fitting or a metal woven mesh with a support ring that fits inside conduit fitting installed in an accessible junction box (Hubbell Kellens support grip or equal).

3.5 WIRING CONNECTIONS AND TERMINATIONS

- A. Splice and tap only in accessible junction boxes.
- B. Use solderless, tin-plated copper, compression terminals (lugs) applied with circumferential crimp for copper conductor terminations, 8 AWG and larger.
- C. Use solderless, tin-plated, compression terminals (lugs) applied with indenter crimp for copper conductor terminations, 10 AWG and smaller.
- D. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps.
- E. Use copper, compression connectors applied with circumferential crimp for copper wire splices and taps, 6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- F. Thoroughly clean wires before installing lugs and connectors.
- G. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

H. Terminate spare conductors with electrical tape, unless otherwise indicated on the drawings.

I. Phase Sequence: All apparatus shall be connected to operate in the phase sequence A-B-C representing the time sequence in which the phase conductors so identified reach positive maximum voltage.

J. As a general rule, applicable to switches, circuit breakers, starters, panelboards, switchgear and the like, the connections to phase conductors are intended thus:

1. Facing the front and operating side of the equipment, the phase identification shall be:

a. Left to Right - A-B-C

b. Top to Bottom - A-B-C

K. Connection revisions as required to achieve correct rotation of motors shall be made at the load terminals of the starters or disconnect switches.

3.6 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Division 1.

B. Cable Testing: Test shall be made by means of an insulation testing device such as a "Megger" using not less than 500 volts D.C. test potential.

C. Inspect wire and cable for physical damage and proper connection.

D. Torque test conductor connections and terminations to manufacturers recommended values.

E. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 26

GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Equipment grounding system

1.2 SUMMARY

- A. This section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 26 Section 26 05 13 "Wire and Cable".
- B. Material: Copper.
- C. Equipment Grounding Conductors: Insulated with green-colored insulation.
- D. Grounding Electrode Conductors: Stranded cable.
- E. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
- F. Sizes and types below are typical. Adjust to suit Project conditions and requirements.

2.2 CONNECTOR PRODUCTS

- A. Comply with UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Connectors: Hydraulic compression type, in kit form, and selected per manufacturer's written instructions.
- C. Bolted Connectors: Bolted-pressure-type connectors.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

PART 3 - EXECUTION

3.1 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
- D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
- E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- 1 G. Moisture Protection: If insulated grounding conductors are connected to ground
2 rods or grounding buses, insulate entire area of connection and seal against
3 moisture penetration of insulation and cable.

4 3.2 INSTALLATION

- 5 A. Use only copper conductors for both insulated and bare grounding conductors in
6 direct contact with earth, concrete, masonry, crushed stone, and similar materials.

- 7 B. Grounding Conductors: Route along shortest and straightest paths possible,
8 unless otherwise indicated. Avoid obstructing access or placing conductors where
9 they may be subjected to strain, impact, or damage.

- 10 C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on
11 vibration isolation hangers and supports is not transmitted to rigidly mounted
12 equipment. Use exothermic-welded connectors for outdoor locations, unless a
13 disconnect-type connection is required; then use a bolted clamp. Bond straps
14 directly to the basic structure, taking care not to penetrate any adjacent parts.
15 Install straps only in locations accessible for maintenance.

- 16 D. In raceways, use insulated equipment grounding conductors.

- 17 E. Exothermic-Welded Connections: Use for connections to structural steel and for
18 underground connections, except those at test wells.

- 19 F. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

- 20 G. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG
21 minimum. Bury at least 24 inches below grade or bury 12 inches above duct bank
22 when installed as part of the duct bank.

- 23 H. Grounding electrode conductor shall be protected from physical damage by rigid
24 polyvinyl chloride conduit (PVC).

- 25 I. Each grounding conductor that passes through a basement wall must be provided
26 with a waterstop.

27 3.3 EQUIPMENT GROUNDING SYSTEM

- 28 A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment
29 grounding conductors, unless specific types, larger sizes, or more conductors than
30 required by NFPA 70 are indicated.

- 31 B. Install equipment grounding conductors in all feeders and circuits. Terminate each
32 end on a grounding lug or bus.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

3.4 FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

3.5 GRADING AND PLANTING

- A. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2. Maintain restored surfaces. Restore disturbed paving.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 27

SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Conduit and equipment supports
- B. Fastening hardware
- C. Concrete housekeeping pads

1.2 COORDINATION

- A. Coordinate size, shape and location of concrete pads with Section on Cast-in-Place Concrete or Concrete Topping.

1.3 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Allied Support Systems
- B. Cooper B-Line
- C. Erico, Inc.
- D. Hilti
- E. Power Fasteners

2.2 MATERIAL

- A. Support Channel: Hot-dip galvanized for wet/damp locations; painted steel for interior/dry locations. All field cut ends shall be touched up with matching finish to inhibit rusting.
- B. Hardware: Corrosion resistant.
- C. Anchorage and Structural Attachment Components:
 - 1. Strength: Defined in reports by ICBO Evaluation Service or another agency acceptable to Authorities Having Jurisdiction.
 - a. Structural Safety Factor: Strength in tension and shear of components used shall be at least two times the maximum seismic forces to which they will be subjected.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2. Through Bolts: Structural type, hex head, high strength. Comply with ASTM A 325.
3. Welding Lugs: Comply with MSS-SP-69, Type 57.
4. Beam clamps for Steel Beams and Joists: Double sided. Single-sided type is not acceptable.
5. Bushings for Floor-Mounted Equipment Anchors: Neoprene units designed for seismically rated rigid equipment mountings, and matched to the type and size of anchor bolts and studs used.
6. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for seismically rated rigid equipment mountings, and matched to the type and size of attachment devices used.
7. Concrete Anchors: Fasten to concrete using cast-in or post-installed anchors designed per the requirements of Appendix D of ACI 318-05. Post-installed anchors shall be qualified for use in cracked concrete by ACI-355.2.
8. Masonry Anchors: Fasten to concrete masonry units with expansion anchors or self-tapping masonry screws. For expansion anchors into hollow concrete block, use sleeve-type anchors designed for the specific application. Do not fasten in masonry joints. Do not use powder actuated fasteners, wooden plugs, or plastic inserts.

D. Conduit Sleeves and Lintels:

1. Each Contractor shall provide, to the General Contractor for installation, lintels for all openings required for the Contractor's work in masonry walls and conduit sleeves for floors, unless specifically shown as being by others.
2. Fabricate all lintels from structural steel shapes or as indicated on the drawings. All lintels and grouped wall openings shall be approved by the Architect or Structural Engineer.
3. Fabricate all sleeves from standard weight black steel pipe. Provide continuous sleeve. Cut or split sleeves are not acceptable.
4. Sleeves through the floors on exposed risers shall be flush with the ceiling, with planed squared ends extending 1" above the floor in unfinished areas, and flush with the floor in finished areas, to accept spring closing floor plates.
5. Sleeves shall not penetrate structural members without approval from the Structural Engineer.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

6. Openings through unexcavated floors and/or foundation walls below the floor shall have a smooth finish with sufficient annular space around material passing through opening so slight settling will not place stress on the material or building structure.
7. Install all sleeves concentric with conduits. Secure sleeves in concrete to wood forms. This Contractor is responsible for sleeves dislodged or moved when pouring concrete.
8. Where conduits rise through concrete floors that are on earthen grade, provide 3/4" resilient expansion joint material (asphalt and cork) wrapped around the pipe, the full depth of concrete, at the point of penetration. Secure to prevent shifting during concrete placement and finishing.
9. Size sleeves large enough to allow expansion and contraction movement.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors in concrete and beam clamps on structural steel.
- B. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- C. Do not fasten supports to ceiling systems, piping, ductwork, mechanical equipment, or conduit, unless otherwise noted.
- D. Do not use powder-actuated anchors without specific permission.
- E. Do not drill structural steel members.
- F. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- G. In wet locations and on all building floors below exterior earth grade install free-standing electrical equipment on concrete pads.
- H. Install surface-mounted cabinets and panelboards with minimum of four anchors. Provide steel channel supports to stand cabinet one inch off wall.
- I. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

J. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (excludes concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical and mechanical items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.

K. Refer to Section 26 05 33 for special conduit supporting requirements.

3.2 FINISH

A. Prime coat exposed steel hangers and supports. Hangers and supports in crawl spaces, pipe shafts, and above suspended ceiling spaces are not considered exposed.

B. Trim all ends of exposed field fabricated steel hangers, slotted channel and threaded rod to within 1" of support or fastener to eliminate potential injury to personnel unless shown otherwise on the drawings. Smooth ends and install elastomeric insulation with two coats of latex paint if exposed steel is within 6'-6" of finish floor and presents potential injury to personnel.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 31

BOXES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Wall and ceiling outlet boxes
- B. Pull and junction boxes
- C. Accessories

1.2 REFERENCES

- A. ANSI/NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
- B. ANSI/NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum)
- D. Federal Specification A-A-50563 - Conduit Outlet Boxes, Bodies, and Entrance Caps, Electrical Cast Metal

PART 2 - PRODUCTS

2.1 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1; galvanized steel, minimum of 14 gauge, with 1/2 inch male fixture studs where required.
- B. Nonmetallic Outlet Boxes: ANSI/NEMA OS 2.
- C. Cast Boxes: NEMA FB1, Type FD, Aluminum or cast fer alloy, deep type, gasketed cover, threaded hubs.
- D. Outlet boxes for light fixtures to be 4" octagon box not less than 1-1/2" deep, deeper if required by the number of wires or construction.
- E. Switch outlet boxes for local light control switches shall be 4 inches square by 1-1/2 inches deep, with raised cover to fit flush with finish wall line. Multiple gang switch outlets shall consist of the required number of gang boxes appropriate to the quantity of switches comprising the gang. Where walls are plastered, provide a plaster raised cover. Where switch outlet boxes occur in exposed concrete block walls, boxes shall be installed in the block cavity with a raised square edge tile cover of sufficient depth to extend out to face of block or masonry boxes.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- F. Wall or column receptacle outlet boxes shall be 4 inches square with raised cover to fit flush with finished wall line. Boxes in concrete block walls shall be installed the same as for switch boxes in block walls.

2.2 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: ANSI/NEMA OS 1; galvanized steel.
- B. Sheet metal boxes larger than 12 inches in any dimension that contain terminations or components: Continuous hinged enclosure with 1/4 turn latch and white back panel for mounting terminal blocks and electrical components.
- C. Cast Metal Boxes for Outdoor and Wet Location Installations: NEMA 250; Type 4 and Type 6, flat-flanged, surface-mounted junction box, UL listed as raintight. Galvanized cast iron box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
- D. Cast Metal Boxes for Underground Installations: NEMA 250; Type 4, inside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron box and plain cover with neoprene gasket and stainless steel cover screws.
- E. Handholes for Underground Installations: Precast composite polymer concrete stackable body with conduit entry holes at center bottom of each side; composite polymer concrete cover with logo and skid resistant surface and stainless steel bolts. Refer to general electrical equipment schedule for handhole requirements.
- F. Flanged type boxes shall be used where installed flush in wall.

2.3 ACCESSORIES

- A. Fire Rated Moldable Pads: UL #9700, moldable sheet putty at required thickness on all five sides of back boxes. Kinetics Noise Control – IsoBacker Pad, SpecSeal – SSP Putty and Pads, 3M #MPP-4S or equal.

PART 3 - EXECUTION

3.1 BOX INSTALLATION SCHEDULE

- A. Galvanized steel boxes may be used in:
1. Concealed interior locations above ceilings and in hollow studded partitions.
 2. Exposed interior locations in mechanical rooms and in rooms without ceilings; higher than 8' above the highest platform level.
 3. Direct contact with concrete except slab on grade.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

B. Cast boxes shall be used in:

1. Exterior locations.
2. Exposed interior locations within 8' of the highest platform level.
3. Direct contact with earth.
4. Direct contact with concrete in slab on grade.
5. Wet locations.

3.2 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as shown on the drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.
- B. Electrical box locations shown on the Contract Drawings are approximate, unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- C. Locate and install boxes to allow access. Avoid interferences with ductwork, piping, structure, equipment, etc. Where installation is inaccessible, provide access doors. Coordinate locations and sizes of required access doors with the Architect and General Contractor.
- D. Locate and install to maintain headroom and to present a neat appearance.
- E. Coordinate locations with Heating Contractor to avoid baseboard radiation cabinets.

3.3 OUTLET BOX INSTALLATION

- A. Do not install boxes back-to-back in walls. Provide a minimum horizontal offset of 24 inches between boxes installed on opposite sides of stud walls.
 1. When the minimum 24-inch horizontal separation cannot be maintained in fire-rated walls, install fire-rated moldable pads to all five sides of the back box to maintain the fire rating of the wall. Install moldable pads in accordance with UL listing for the specific product. Sound insulation pads are not acceptable for use in fire-rated wall applications unless the product carries the necessary fire rating.
- B. The Contractor shall anchor switch and outlet box to wall construction so that it is flush with the finished masonry, paneling, drywall, plaster, etc. The Contractor shall check the boxes as the finish wall surface is being installed to assure that the box is flush. (Provide plaster rings as necessary.)

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- C. Mount at heights shown or noted on the drawings or as generally accepted if not specifically noted.
- D. Locate boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for boxes.
- E. Provide knockout closures for unused openings.
- F. Support boxes independently of conduit.
- G. Use multiple-gang boxes where more than one device are mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- H. Install boxes in walls without damaging wall insulation.
- I. Coordinate mounting heights and locations of outlets mounted above counters, benches, backsplashes, and below baseboard radiation.
- J. Position outlets to locate luminaires as shown on reflected ceiling drawings.
- K. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.
- L. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioned to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes.
- M. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- N. Provide cast outlet boxes in exterior locations and wet locations, and where exposed rigid or intermediate conduit is used.

3.4 PULL AND JUNCTION BOX INSTALLATION

- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.
- C. Do not install back-to-back boxes in walls. Provide a minimum horizontal offset of 24 inches between boxes installed on opposite sides of stud walls.
 - 1. When the minimum 24-inch horizontal separation cannot be maintained within fire-rated walls, install fire-rated moldable pads to all five sides of the back box to maintain the fire rating of the wall. Install moldable pads in accordance with UL listing for the specific product. Sound insulation pads are not acceptable for use in fire-rated wall applications unless the product carries the necessary fire rating.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2. When the minimum 24-inch horizontal separation cannot be maintained in non-fire-rated walls, install sound insulation pads on all five sides of the back box in accordance with the manufacturer's specification.

- D. Install sound insulation pads on all five sides of the back of all boxes in sound-rated wall assemblies. Sound-rated wall assemblies are defined as partition types carrying a Sound Transmission Class (STC) rating.

3.5 EXPOSED BOX INSTALLATION

- A. Boxes shall be secured to the building structure with proper size screws, bolts, hanger rods, or structural steel elements.
- B. On brick, block and concrete walls or ceilings, exposed boxes shall be supported with no less than two (2) Ackerman-Johnson, Paine, Phillips, or approved equal screw anchors or expansion shields and round head machine screws. Cast boxes shall not be drilled.
- C. On steel structures, exposed boxes shall be supported to the steel member by drilling and tapping the member and fastening the boxes by means of round head machine screws.
- D. Boxes may be supported on steel members by APPROVED beam clamps if conduit is supported by beam clamps.
- E. Boxes shall be fastened to wood structures by means of a minimum of two (2) wood screws adequately large and long to properly support. (Quantity depends on size of box.)
- F. Wood, plastic, or fiber plugs shall not be used for fastenings.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 33

CONDUIT AND BOXES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Rigid metallic conduit and fittings
- B. Intermediate metallic conduit and fittings
- C. Electrical metallic tubing and fittings
- D. Flexible metallic conduit and fittings
- E. Liquidtight flexible metallic conduit and fittings
- F. Rigid non-metallic conduit and fittings
- G. Pull and junction boxes
- H. Accessories

1.2 REFERENCES

A. American National Standards Institute (ANSI):

- 1. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated
- 2. ANSI C80.3 - Electrical Metallic Tubing, Zinc-Coated and Fittings
- 3. ANSI C80.4 - Fittings for Rigid Metal Conduit and Electrical Metallic Tubing
- 4. ANSI C80.6 - Intermediate Metal Conduit, Zinc Coated
- 5. ANSI/NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
- 6. ANSI/NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports

B. Federal Specifications (FS):

- 1. A-A-50553A - Fittings for Conduit, Metal, Rigid, (Thick-Wall and Thin-Wall (EMT) Type
- 2. A-A-55810 - Specification for Flexible Metal Conduit

C. NECA "Standards of Installation"

D. National Electrical Manufacturers Association (NEMA):

- 1. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable
- 2. RN 1 - Polyvinyl chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
- 3. TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit
- 4. TC 9 - Fittings for PVC Plastic Utilities Duct for Underground Installation

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

E. National Fire Protection Association (NFPA):

1. ANSI/NFPA 70 – National Electrical Code

F. Underwriters Laboratories (UL): Applicable Listings

1. UL 1 – Flexible Metal Conduit
2. UL 6 – Rigid Metal Conduit
3. UL 360 – Liquid Tight Flexible Steel Conduit
4. UL514-B – Conduit Tubing and Cable Fittings
5. UL651-A – Type EB and a PVC Conduit and HDPE Conduit
6. UL651-B – Continuous Length HDPE Conduit
7. UL746A – Standard for Polymeric Materials – Short Term Property Evaluations
8. UL797 – Electrical Metal Tubing
9. UL1242 – Intermediate Metal Conduit

G. American Standard of Testing and Materials (ASTM):

1. ASTM D 570 - Standard Test Method for Water Absorption of Plastics
2. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics
3. ASTM D 648 - Standard Test Method for Deflection Temperature of Plastics under Flexural Load in the Edge Wise Position
4. ASTM D 2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
5. ASTM D 2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter
6. ASTM D 3350 - Standard Specification for Polyethylene Plastic Pipe and Fittings Material

H. Definitions:

1. Fittings: Conduit connection or coupling.
2. Body: Enlarged fittings with opening allowing access to the conductors for pulling purposes only.

PART 2 - PRODUCTS

2.1 RIGID METALLIC CONDUIT (RMC) AND FITTINGS

A. Acceptable Manufacturers:

1. Acceptable Manufacturers: Allied, LTV, Steelduct, Wheatland Tube Co, O-Z Gedney, or approved equal.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2. Acceptable Manufacturers of RMC Conduit Fittings: Appleton Electric, O-Z/Gedney Co., Electroline, Raco, Bridgeport, Midwest, Regal, Thomas & Betts, Crouse-Hinds, Killark, or approved equal.

B. Minimum Size Galvanized Steel: 3/4 inch (19mm), unless otherwise noted.

C. Fittings and Conduit Bodies:

1. End Bell Fittings: Malleable iron, hot dip galvanized, threaded flare type with provisions for mounting to form.
2. Expansion Joints: Malleable iron and hot dip galvanized providing a minimum of 4 inches of movement. Fitting shall be watertight with an insulating bushing and a bonding jumper.
3. Expansion Joint for Concrete Encased Conduit: Neoprene sleeve with bronze end coupling, stainless steel bands and tinned copper braid bonding jumper. Fittings shall be watertight and concrete-tight.
4. Conduit End Bushings: Malleable iron type with molded-on high impact phenolic thermosetting insulation. Where required elsewhere in the contract documents, bushing shall be complete with ground conductor saddle and clamp. **High impact phenolic threaded type bushings are not acceptable.**
5. All other fittings and conduit bodies shall be of malleable iron construction and hot dip galvanized.

D. PVC Externally Coated Conduit: NEMA RN 1; rigid steel conduit with external 20 40 mil PVC coating and internal galvanized surface. All fittings and conduit bodies shall be complete with coating. Acceptable Manufacturers: Robroy, Permacote, or approved equal.

2.2 ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS

A. Minimum Size Electrical Metallic Tubing: 3/4 inch, unless otherwise noted.

B. Acceptable Manufacturers of EMT Conduit: Allied, LTV, Steelduct, Wheatland Tube Co, or approved equal.

C. Fittings and Conduit Bodies:

1. 2" Diameter or Smaller: Compression or steel set screw type of steel designed for their specific application.
2. Larger than 2": Compression or steel set screw type of steel designed for their specific application.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

3. Acceptable Manufacturers of EMT Conduit Fittings: Appleton Electric, O-Z/Gedney Co., Electroline, Raco, Bridgeport, Midwest, Regal, Thomas & Betts, or approved equal.

2.3 RIGID NON-METALLIC CONDUIT (RNC) AND FITTINGS

- A. Minimum Size Rigid Smooth-Wall Nonmetallic Conduit: 3/4 inch, unless otherwise noted.
- B. Acceptable Manufacturers: Carlon (Lamson & Sessions) Type 40, Cantex, J.M. Mfg., or approved equal.
- C. Construction: Schedule 40 and Schedule 80 rigid polyvinyl chloride (PVC), UL labeled for 90°C.
- D. Fittings and Conduit Bodies: NEMA TC 3; sleeve type suitable for and manufactured especially for use with the conduit by the conduit manufacturer.
- E. Plastic cement for joining conduit and fittings shall be provided as recommended by the manufacturer.

2.4 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: ANSI/NEMA OS 1; galvanized steel.
- B. Sheet metal boxes larger than 12 inches in any dimension that contain terminations or components: Continuous hinged enclosure with 1/4 turn latch and white back panel for mounting terminal blocks and electrical components.
- C. Cast Metal Boxes for Outdoor and Wet Location Installations: NEMA 250; Type 4 and Type 6, flat-flanged, surface-mounted junction box, UL listed as raintight. Galvanized cast iron box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
- D. Cast Metal Boxes for Underground Installations: NEMA 250; Type 4, inside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron box and plain cover with neoprene gasket and stainless steel cover screws.
- E. Handholes for Underground Installations: Precast composite polymer concrete stackable body with conduit entry holes at center bottom of each side; composite polymer concrete cover with logo and skid resistant surface and stainless steel bolts.
- F. Flanged type boxes shall be used where installed flush in wall.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

PART 3 - EXECUTION

3.1 CONDUIT SIZING

A. Size conduit as shown on the drawings and specifications. Where not indicated in the contract documents, conduit size shall be according to N.E.C. (Latest Edition). Conduit and conductor sizing shall be coordinated to limit conductor fill to less than 40%, maintain conductor ampere capacity as required by the National Electrical Code (to include enlarged conductors due to temperature and quantity derating values) and to prevent excessive voltage drop and pulling tension due to long conduit/conductor lengths.

B. Minimum Conduit Size (Unless Noted Otherwise):

1. Below Grade 5' or less from Building Foundation: 3/4 inch.
2. Below Grade More than 5' from Building Foundation: 3/4 inch.

C. Conduit sizes shall change only at the entrance or exit to a junction box, unless specifically noted on the drawings.

3.2 CONDUIT ARRANGEMENT

A. Contractor shall cooperate with all Contractors on the project. He shall obtain details of other Contractor's work in order to ensure fit and avoid conflict. Any expense due to the failure of This Contractor to do so shall be paid for in full by him. The other trades involved as directed by the Architect/Engineer shall perform the repair of work damaged as a result of neglect or error by This Contractor. The resultant costs shall be borne by This Contractor.

3.3 CONDUIT INSTALLATION

A. Conduit Connections:

1. Shorter than standard conduit lengths shall be cut square using industry standards. The ends of all conduits cut shall be reamed or otherwise finished to remove all rough edges.
2. Metallic conduit connections in slab on grade installation shall be sealed and one coat of rust inhibitor primer applied after the connection is made.
3. Where conduits with tapered threads cannot be coupled with standard couplings, then approved split or Erickson couplings shall be used. Running threads will not be permitted.
4. Install expansion/deflection joints where conduit crosses structure expansion/seismic joints.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

B. Conduit Bends:

1. Use a hydraulic one-shot conduit bender or factory elbows for bends in conduit 2" in size or larger. All steel conduit bending shall be done cold; no heating of steel conduit shall be permitted.
2. All bends of rigid non-metallic conduit (RNC) shall be made with the manufacturer's approved bending equipment. The use of spot heating devices will not be permitted (i.e. blow torches).
3. A run of conduit shall not contain more than the equivalent of four (4) quarter bends (360°), including those bends located immediately at the outlet or body.
4. Rigid non-metallic conduit (RNC) runs longer than 100 feet or runs which have more than two 90° equivalent bends (regardless of length) shall use rigid metal or RTRC factory elbows for bends.
5. Use conduit bodies to make sharp changes in direction (i.e. around beams).

C. Conduit Placement:

1. Conduit shall be mechanically continuous from source of current to all outlets. Conduit shall be electrically continuous from source of current to all outlets, unless a properly sized grounding conductor is routed within the conduit. All metallic conduits shall be bonded per the National Electrical Code.
2. Avoid moisture traps where possible. Where unavoidable, provide a junction box with drain fitting at conduit low point.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN MASONRY OR EXTERIOR WALLS UNDER THIS DIVISION. A QUALIFIED MASON AT THE EXPENSE OF THIS CONTRACTOR SHALL REPAIR ALL OPENINGS TO MATCH EXISTING CONDITIONS.
4. Seal interior of conduit at exterior entries, air handling units, coolers/freezers, etc., and where the temperature differential can potentially be greater than 20°F, to prevent moisture penetration. Seal shall be placed where conduit enters warm space. Conduit seal fitting shall be a drain/seal, with sealing compound, equal to O-Z/Gedney type EYD.
5. Rigid non-metallic conduit (RNC) shall be installed when material surface temperatures and ambient temperature are greater than 40°F.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

6. Where rigid non-metallic conduit (RNC) conduit is used below grade, in a slab, below a slab, etc., a transition to rigid galvanized steel or PVC-coated steel conduit shall be installed before conduit exits earth. The metallic conduit shall extend a minimum of 6" into the surface concealing the non-metallic conduit.
7. Contractor shall provide suitable mechanical protection around all conduits stubbed out from floors, walls or ceilings during construction to prevent bending or damaging of stubs due to carelessness with construction equipment.
8. Contractor shall provide a polypropylene pull cord with 2000 lbs. tensile strength in each empty conduit (indoor and outdoor), except in sleeves and nipples.

3.4 CONDUIT TERMINATIONS

- A. Where conduit bonding is indicated or required in the contract documents, the bushings shall be a grounding type sized for the conduit and ground bonding conductor as manufactured by O-Z/Gedney, Appleton, Thomas & Betts, Burndy, Regal, or approved equal.
- B. Conduits with termination fittings shall be threaded for one (1) lock nut on the outside and one (1) lock nut and bushing on the inside of each box.
- C. Where conduits terminate in boxes with knockouts, they shall be secured to the boxes with lock nuts and provided with approved screw type tinned iron bushings or fittings with plastic inserts.
- D. Where conduits terminate in boxes, fittings, or bodies with threaded openings, they shall be tightly screwed against the shoulder portion of the threaded openings.
- E. Rigid non-metallic conduit (RNC) conduit shall be terminated using fittings and bodies produced by the manufacturer of the conduit, unless noted otherwise. Prepare conduit as per manufacturer's recommendations before joining. All joints shall be solvent welded by applying full even coat of plastic cement to the entire areas that will be joined. Turn the conduit at least a quarter to one half turn in the fitting and let the joint cure for 1-hour minimum or as per the manufacturer's recommendations.
- F. All conduit ends shall be sealed with plastic immediately after installation to prevent the entrance of any foreign matter during construction. The seals shall be removed and the conduits blown clear of any and all foreign matter prior to any wires or pull cords being installed.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

3.5 UNDERGROUND CONDUIT INSTALLATION

A. Conduit Connections:

1. Conduit joints in a multiple conduit run shall be staggered at least one foot apart.

B. Conduit Bends (Lateral):

1. Conduits shall have long sweep radius elbows instead of standard elbows wherever special bends are indicated and noted on the drawings, or as required by the manufacturer of the equipment or system being served.
2. Telecommunications conduit bend radius shall be six times the diameter for conduits under 2" and ten times the diameter for conduits over 2". Where long cable runs are involved, sidewall pressures may require larger radius bends. Coordinate with Engineer prior to conduit installation to determine bend radius.

C. Conduit Elbows (vertical):

1. Minimum metal or RTRC elbow radiuses shall be 30 inches for primary conduits (>600V) and 18 inches for secondary conduits (<600V). Increase radius, as required, based on pulling tension calculation requirements.

D. Conduit Placement:

1. Conduit runs shall be pitched a minimum of 4" per 100 feet to drain toward the terminations. Duct runs shall be installed deeper than the minimum wherever required to avoid any conflicts with existing or new piping, tunnels, etc.
2. For parallel runs, use suitable separators and chairs installed not greater than 4' on centers. Band conduit together with suitable banding devices. Securely anchor conduit to prevent movement during concrete placement or backfilling.
3. Where concrete is required, the materials for concreting shall be thoroughly mixed to a minimum $f_c = 2500$ and immediately placed in the trench around the conduits. No concrete that has been allowed to partially set shall be used.
4. Before the Contractor pulls any cables into the conduit he shall have a mandrel 1/4" smaller than the conduit inside diameter pulled through each conduit and if any concrete or obstructions are found, the Contractor shall remove them and clear the conduit. Spare conduit shall also be cleared of all obstructions.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

5. Conduit terminations in manholes, masonry pull boxes, or masonry walls shall be with malleable iron end bell fittings.
6. All spare conduits not terminated in a covered enclosure shall have its terminations plugged as described above.
7. Ductbanks and conduit shall be installed a minimum of 24" below finished grade, unless otherwise noted on the drawings or elsewhere in these specifications.
8. All non-metallic conduit installed underground outside of a slab shall be rigid.

E. Horizontal Directional Drilling:

1. Entire drill path shall be accurately surveyed, with entry and exit stakes placed and coordinated with other contractors. If using a magnetic guidance system, entire drill path shall be surveyed for any surface geomagnetic variations or anomalies.
2. Any utility locates within 20 feet of the bore path shall have the exact location physically verified by hand digging or vacuum excavation. Restore inspection holes to original condition after verification.

F. Raceway Seal:

1. Where a raceway enters a building or structure, it shall be sealed with a sealing bushing or duct seal to prevent the entry of liquids or gases. Seal must be compatible with conductors and raceway system. Spare or unused raceway shall also be sealed.
2. All telecommunications conduits and innerducts, including those containing cables, shall be plugged at the building and vault with "JackMoon" or equivalent duct seal, capable of withstanding a 10 foot head of water (5 PSI).

3.6 CONDUIT INSTALLATION SCHEDULE

- A. In the event the location of conduit installation represents conflicting installation requirements as specified in the following schedule, a clarification shall be obtained from the Architect/Engineer. If This Contractor is unable to obtain a clarification as outlined above, concealed rigid galvanized steel conduit installed per these specifications and the National Electrical Code shall be required.
- B. The following schedule shall be adhered to unless they constitute a violation of applicable codes or are noted otherwise on the drawings. The installation of RMC conduit will be permitted in place of any and all conduit specified in this schedule.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1. Exposed:
 - a. Branch Circuits (lighting, receptacles, controls, etc.): EMT.
2. Finished Spaces/Concealed: EMT.
3. Wet or Damp Locations: RMC conduit, boxes and fittings, installed and equipped so as to prevent water from entering the conduit system.
4. In or Under Slabs on Grade or Site Conduits:
 - a. Within 5' from the Exterior Perimeter of a Building Foundation: RMC conduit with a minimum of 3" thickness between the surface of the concrete and the nearest conduit. Concrete to be doweled into the foundation.
 - b. 5' or Greater from the Exterior Perimeter of a Building Foundation: RNC.
 - c. Under Roads, Drives, and Vehicle Traveled Ways: RMC with a minimum of 3" concrete cover on all sides of conduit.

3.7 BOX INSTALLATION SCHEDULE

A. Galvanized steel boxes may be used in:

1. Concealed interior locations above ceilings and in hollow studded partitions.
2. Exposed interior locations in mechanical rooms and in rooms without ceilings; higher than 8' above the highest platform level.
3. Direct contact with concrete except slab on grade.
4. Recessed in stud wall of kitchens and laundries.

B. Cast boxes shall be used in:

1. Exterior locations.
2. Hazardous locations.
3. Exposed interior locations within 8' of the highest platform level.
4. Direct contact with earth.
5. Direct contact with concrete in slab on grade.
6. Wet locations.
7. Kitchens and laundries when exposed on wall surface.

3.8 COORDINATION OF BOX LOCATIONS

- #### A.
- Provide electrical boxes as shown on the drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

3.9 EXPOSED BOX INSTALLATION

- A. Boxes shall be secured to the building structure with proper size screws, bolts, hanger rods, or structural steel elements.
- B. On brick, block and concrete walls or ceilings, exposed boxes shall be supported with no less than two (2) Ackerman-Johnson, Paine, Phillips, or approved equal screw anchors or expansion shields and round head machine screws. Cast boxes shall not be drilled.
- C. On steel structures, exposed boxes shall be supported to the steel member by drilling and tapping the member and fastening the boxes by means of round head machine screws.
- D. Boxes may be supported on steel members by APPROVED beam clamps if conduit is supported by beam clamps.
- E. Boxes shall be fastened to wood structures by means of a minimum of two (2) wood screws adequately large and long to properly support. (Quantity depends on size of box.)
- F. Wood, plastic, or fiber plugs shall not be used for fastenings.
- G. Explosive devices shall not be used unless specifically allowed.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 05 53

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Nameplates and tape labels
- B. Wire and cable markers
- C. Conduit labeling
- D. Conduit color coding
- E. Conductor color coding
- F. Power distribution equipment labeling

1.2 REFERENCES

- A. ANSI C2 – National Electrical Safety Code
- B. NFPA 70 – National Electrical Code
- C. ANSI A13.1 – Standard for Pipe Identification
- D. ANSI Z535.4 – Standard for Product Safety Signs and Labels

PART 2 - PRODUCTS

2.1 ELECTRICAL IDENTIFICATION PRODUCTS

- A. Colored Adhesive Marking Tape for banding Raceways, Wires, and Cables: Self-adhesive vinyl tape not less than 3 mils thick by 1 inch to 2 inches in width.
- B. Wire/Cable Designation Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound, cable/conductor markers with preprinted numbers and letter.
- C. Underground Plastic Markers: Bright colored continuously printed plastic ribbon tape of not less than 6 inches wide by 4 mil thick, printed legend indicating type of underground line, manufactured for direct burial service. Tape shall contain a continuous metallic wire to allow location with a metal detector.
- D. Brass or aluminum Tags: 2" by 2" by .05-inch metal tags with stamped legend, punched for fastener.
- E. Indoor/Outdoor Number and Letters: Outdoor grade vinyl label, minimum of 3/4" high x 9/16" wide, with acrylic adhesive designed for permanent application in severe indoor and outdoor environments.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2.2 NAMEPLATES AND SIGNS

- A. Engraved, Plastic-Laminated Labels, Signs and Instruction Plates: Engraving stock melamine plastic laminate, 1/16-inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8 inch thick for larger sizes. Labels shall be punched for mechanical fasteners. Engraving legend shall be as follows:
 - 1. Black letters on white face for normal power.
 - 2. White letters on green face for grounding.
- B. Baked-Enamel Signs for interior Use: Preprinted aluminum signs, punched, or drilled for fasteners, with colors, legend, and size required for application. Mounting 1/4" grommets in corners.
- C. Exterior, Metal-Backed, Butyrate Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with .0396 inch galvanized-steel backing; and with colors, legend, and size required for application. Mounting 1/4" grommets in corners.
- D. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.

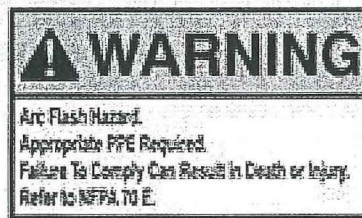
PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lettering and Graphics: Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as required by code.
- B. Install identification devices in accordance with manufacturer's written instruction and requirements of NEC.
- C. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work. All mounting surfaces shall be cleaned and degreased prior to identification installation.
- D. Identify Junction, Pull and Connection Boxes: Labeling shall be 3/8-inch Kroy tape or permanent magic marker (color coded), neatly hand printed.
- E. Circuit Identification: Tag or label conductors as follows:
 - 1. Multiple Power or Lighting Circuits in Same Enclosure: Where multiple branch circuits are terminated or spliced in a box or enclosure, label each conductor with source and circuit number.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

2. Multiple Control Wiring and Communication/Signal Circuits in Same Enclosure: For control and communications/signal wiring, use wire/cable marking tape at terminations in wiring boxes, troughs, and control cabinets. Use consistent letter/number conductor designations throughout on wire/cable marking tape.
 3. Match identification markings with designations used in panelboards shop drawings, Contract Documents, and similar previously established identification schemes for the facility's electrical installations.
- F. Apply warning, caution and instruction signs as follows:
1. Install warning, caution or instruction signs where required by NEC, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
- G. Apply circuit/control/item designation labels of engraved plastic laminate for pushbuttons, pilot lights, alarm/signal components, and similar items, except where labeling is specified elsewhere.
- H. Install labels parallel to equipment lines at locations as required and at locations for best convenience of viewing without interference with operation and maintenance of equipment.
- I. Install ARC FLASH WARNING signs on all panelboards. Sign at a minimum shall contain:



- J. Underground Electrical Lines: For exterior underground power lines, install continuous underground plastic line marker located directly above line at 6 to 8 inches below grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches overall, use a single marker.
- 3.2 CONDUIT AND EXPOSED CABLE LABELING
- A. Conduit Identification: Pre-printed, flexible, self-adhesive vinyl labels with legend at 20 foot intervals to identify all conduits run exposed or located above accessible ceilings. Conduits located above non-accessible ceiling or in floors

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

and walls shall be labeled within 3 feet of becoming accessible. Labels for multiple conduits shall be aligned. Use the following colors

1. 600 Volts and Below Normal: White letters on black background indicating feeder identification and voltage.
2. Temperature Control: White or black letters on blue background.
3. Grounding: White letters on green background indicating "GROUND" and equipment and designation.

B. Blank conduit ends or outlet boxes for future extension of system shall have permanent identification marker indicating purpose of conduit or box and where the raceway originated.

3.3 BOX LABELING

A. All junction, pull, and connection boxes shall be identified as follows:

1. For power and lighting circuits, indicate system voltage and identity of contained circuits ("120V, 1LA1-3,5,7").

3.4 CONDUCTOR COLOR CODING

A. Color coding shall be applied at all panels, switches, junction boxes, pull boxes, vaults, manholes etc., where the wires and cables are visible and terminations are made. The same color coding shall be used throughout the entire electrical system, therefore maintaining proper phasing throughout the entire project.

B. All wires and cables, 6 AWG or larger, used in motor circuits, main feeders, sub-main feeders and branch circuits, shall be coded by the application of plastic tape. The tape shall be 3-M, Plymouth or Permacel, in colors specified below. The tape shall be applied at each conductor termination with two 1-inch tape bands at 6-inch centers. Contractor option to use colored cabling in lieu of the tape at each end for conductor 6 AWG to 500 KCM.

C. Wire and cables smaller than 6 AWG shall be color coded by the manufacturer.

D. Colored cable ties shall be applied in groups of three ties of specified color to each conductor at each terminal or splice point starting 3 inches from the termination and spaced at 3- inches centers. Tighten to a snug fit, and cut off excess length.

E. Conductors shall be color coded as follows:

1. 208Y/120 Volt, 4-Wire:

- a. A-Phase – Black
- b. B-Phase – Red

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

- c. C-Phase – Blue
- d. Neutral – White
- e. Ground Bond – Green

3.5 POWER DISTRIBUTION EQUIPMENT IDENTIFICATION

- A. Provide identification on the front of all power distribution equipment, such as panelboards, etc. The identification material shall be engraved plastic-laminated labels. Text shall be a minimum of 1/4" high, Swiss 721 Bold.
- B. Labeling shall include:
 - 1. Equipment type and contract documents designation of equipment.
 - 2. Voltage of the equipment.
 - 3. Name of the upstream equipment and location of the upstream equipment if it is not located within sight.

DISTRIBUTION PANEL DP-H1
480Y/277V
FED FROM SWITCHBOARD "SB-1" (LOCATED IN MAIN
ELECTRIC ROOM)

- C. A separate nameplate for the service entrance equipment shall be labeled with the MAXIMUM AVAILABLE FAULT CURRENT and DATE of calculation given on the one-line diagram.
- D. Distribution panelboards and switchboards shall have each overcurrent protection device identified with name and location of the load being served ("AHU-1 LOCATED IN PENTHOUSE 1").
- E. Branch panelboards shall be provided with typed panel schedules upon completion of the project. Existing panelboards shall have their existing panel schedules typed, with all circuit changes, additions or deletions also typed on the panel schedules. A copy of all panel schedules for the project shall be turned over as part of the O&M Manuals. Refer to 26 05 00 for other requirements.

END OF SECTION

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

SECTION 26 51 00

LIGHTING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Exterior luminaires and accessories
- B. Poles

1.2 REFERENCES

- A. ANSI C78.377-2008 – Specifications for the Chromaticity of Solid State Lighting Products
- B. ANSI C82.77-2002 – Standard for Harmonic Emission Limits and Related Power Quality Requirements for Lighting Equipment
- C. IEEE C2 - National Electrical Safety Code

1.3 SUBMITTALS

- A. Submit product data under provisions of Section 26 05 00.
- B. Submit product data sheets for luminaires, lamps, ballasts, drivers and poles. Include complete product model number with all options as specified.
- C. Submit lens product data, dimensions and weights if not included in product data sheet submittal.
- D. Include outline drawings, support points, weights, and accessory information for each luminaire type.
- E. Submit utility rebate forms, where offered at project location, with rebate items completed.
- F. LED luminaire submittals shall include photometric report per IESNA LM-79-08 for the latest generation system being furnished, including independent testing laboratory name, report number, date, luminaire model number, input wattage, luminaire, and light source specifications. Manufacturer origin of LED chipset and driver shall be submitted.
- G. For all LED luminaires specified as dimmer controlled, submit dimmer device data that is approved by manufacturer of submitted luminaire and that Contractor proposes to furnish and install. Contractor is responsible for verifying that installed dimming controls are compatible with and approved by the luminaire manufacturer.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site. Store and protect under provisions of Section 26 05 00.
- B. Protect luminaire finishes, lenses, and trims from damage during storage and installation. Do not remove protective films until construction cleanup within each area is complete.
- C. Handle site lighting poles carefully to prevent breakage and damage to finish.

1.5 EXTRA STOCK

- A. Provide extra stock under provisions of Section 26 05 00.
- B. Lenses: Three (3) percent of quantity installed, minimum of one (1) of each size and type.
- C. LED Drivers: One (1) percent of quantity installed, minimum of one (1) of each size and type.

1.6 WARRANTY

- A. Light emitting diode (LED) light engines and drivers shall have a five-year warranty from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EXTERIOR LUMINAIRES AND ACCESSORIES - GENERAL

- A. Listed for wet or damp location as scheduled.
- B. Provide low temperature ballasts or LED drivers, with reliable starting to -20°F.
- C. In-grade luminaires shall have lamp/optic separation to prevent surface temperature from exceeding 115°F. Compartment separation of wire entry and control gear/lamp chamber.

2.2 LIGHT EMITTING DIODE (LED) LUMINAIRE SYSTEMS

- A. Light emitting diodes shall have a minimum color rendering index (CRI) of 80. Color temperature of the luminaires shall be as noted on the luminaire schedule.
- B. LED chip arrays specified as color changing shall have chip colors as noted on the luminaire schedule.
- C. LED chips shall be wired so that failure of one chip does not prohibit operation of the remainder of the chip array.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

D. LED Driver:

1. Solid state driver with integral heat sink. Driver shall have overheat, short-circuit and overload protection, power factor 0.90 or above and maximum total harmonic distortion of 20%. Surge suppression device for all exterior luminaires.
2. Drivers shall have dimming capabilities as outlined in the luminaire schedule for each luminaire type.
3. Driver shall have a minimum of 50,000 hours rated life.

2.3 ACCEPTABLE MANUFACTURERS – POLES

- A. Manufacturer of Luminaire.
- B. Valmont Poles.
- C. U.S. Pole Company.
- D. KW Industries

2.4 LIGHTING POLES

- A. Metal Poles: Provide a 5" diameter, 13'-6" tall aluminum light pole with an 8" diameter bolt circle for 3/4" anchor bolts in accordance with Section 657 of the WisDOT Standard Specifications for Highway and Structure Construction. Light pole and all hardware shall be powder coat finish, color black. Pole shall match existing poles on site.
- B. Refer to standard "LB-1" City of Madison pole base detail (located at the end of this section).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Securely fasten luminaires to the ceiling framing member by mechanical means such as bolts, screws, rivets or listed clips identified for use with the type of ceiling framing members.
- B. Luminaire Pole Bases: Sized and constructed as indicated on the drawings. Project anchor bolts 2 inches minimum above base. Install poles plumb with double nuts for adjustment. Grout around pole anchor base. Refer to City of Madison "LB-1" base detail.
- C. Use belt slings or non-chafing ropes to raise and set pre-finished luminaire poles.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL

1 3.2 ADJUSTING AND CLEANING

2 A. Align luminaires and clean lenses and diffusers at completion of work. Clean
3 paint splatters, dirt, and debris from installed luminaires.

4 B. Touch up luminaire and pole finish at completion of work.

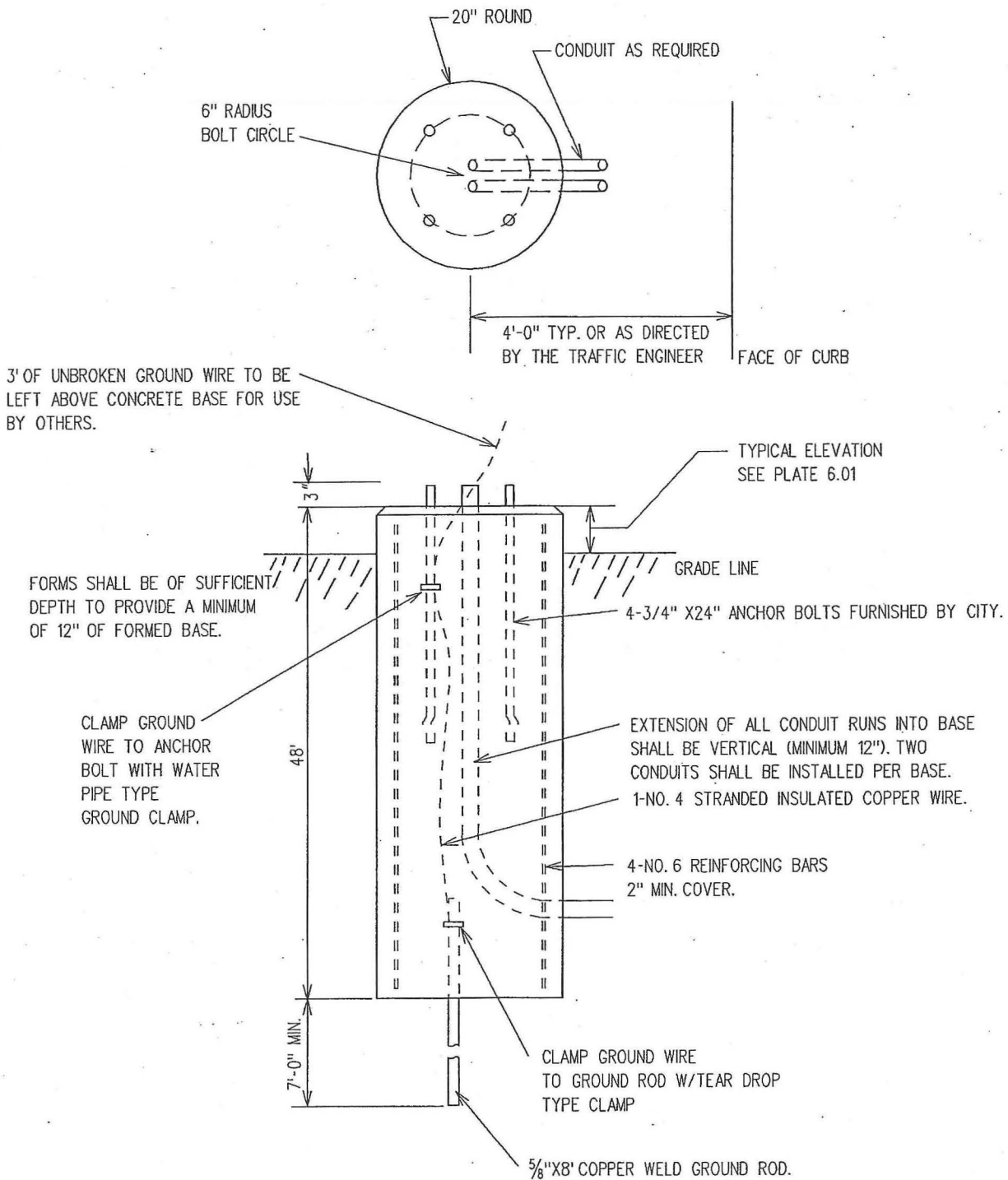
5 3.3 LUMINAIRE SCHEDULE

6 A. As shown on the drawings.

7 3.4 UTILITY REBATE

8 A. Submit utility rebate form to Owner with each rebate item information completed.
9 Include all invoices and information required by utility.

SECTION H: SPECIAL PROVISIONS-APPENDIX B ELECTRICAL



2004

CITY OF MADISON
TRAFFIC ENGINEERING DIVISION

LB-1
BASE DETAIL

STANDARD DETAIL DRAWING 6.12

END OF SECTION



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.
Principal Engineer 2
Gregory T. Fries, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

May 14, 2015

NOTICE OF ADDENDUM

ADDENDUM 1

CENTRAL PARK – PHASE 1B

CONTRACT NO. 7059

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

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

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

<http://www.bidexpress.com>

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

ADD the following in Section A: ADVERTISEMENT FOR BID:

Pre-Bid Meeting: The City will be holding a Pre-Bid Meeting. This meeting is not mandatory however any contractors with questions regarding the plans and specifications or DBE or Affirmative Action requirements are welcome to attend. The Pre-Bid Meeting will be held as follows:

Monday, May 18, 2015, 2:00 pm
City Engineering Operations Building
1600 Emil Street
Madison, WI 53713

REMOVE Section 105.12 and replace with the following:

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Central Park is a public park that will remain open during the construction time period. Caution should be taken entering and exiting the park area. There are special events for scheduled for 2015 that affect construction access. Construction access from S. Ingersoll shall be suspended during these special events:

- Thursday, September 3, 2015 **Central Park Sessions** – alcohol served, volunteers will be setting up for the event during the day.
- Thursday, September 10, 2015 **Central Park Sessions** – alcohol served, volunteers will be setting up for the event during the day.

The Contactor shall insure the site is fully secured from public access and all construction materials and equipment are secured within the project site during the identified special events.

Other events may be scheduled on the weekends throughout the construction time period.

Central Park Skate Park may be performed concurrently with this project. The Contractor shall coordinate and work cooperatively with the Contractor, Drax Company, on the skate park project for schedule, access, grading, concrete paving, and fence installation as it is immediately adjacent to this project. Skate Park construction is anticipated to be completed by August 19, 2015.

The Skate Park immediately adjacent to this project is a highly anticipated project that will see a significant amount of visitors once open. The Contractor shall provide a safe, clearly defined, fenced, pedestrian access route to the Skate Park entrance from the Great Lawn. This access route through the Great Lawn Area shall be maintained during the duration of Phase 1B and may only be closed during final construction operations for the plaza area at the Skate Park entrance. The crossing shall not be removed until such time as the work will be completed at the crossing. Access at the rail crossing shall not be required to be maintained during the construction of this contract however the closure times shall be kept to a minimum. The Contractor shall submit a pedestrian access plan and construction phasing and timeline for review by Parks staff at the preconstruction meeting. Any costs associated with preparation of the access plan and / or phasing plan are to be considered incidental the bid item for Traffic Control and no additional payment shall be provided.

The following facilities are located within the vicinity of the project and coordination and potential conflicts are outlined below.

Wisconsin and Southern Railroad LLC Co. (WSOR)

Contact:

Roger Schaalma
1890 East Johnson Street
Madison, WI 53704
Phone: 608-620-2044
Email: roger.schaalma@watcocompanies.com

Wisconsin and Southern Railroad has automated flashing lights and signal and circuits for the at grade crossing at Few Street.

Conflicts with this facility are not anticipated with this phase of the project.

MG&E-Electric

Contact:

Chris Erickson
P.O. Box 1231
Madison, WI 53701
Phone: 608-252-5670
Cell: 608-516-7940
Email: cerickson@mge.com

A buried electric line is located outside of the project limits on the north side of the ATC underground transmission line located north of the MG&E spur line. This line runs east to west from S. Ingersoll Street to S. Few Street where it bends toward the north. An additional buried electrical line runs south from the Sprint/Prime Co/PCS across E. Wilson Street to a power pole. The buried electric continues to the west approximately 40 feet. At the power pole the electric turns to overhead and heads to the east in the south terrace of E. Wilson Street. Approximately 125 feet east of the power pole is a second power pole where the overhead branches off towards S. Few Street.

MG&E also has a buried 9 duct package running parallel to the centerline on the eastern half of Ingersoll Street. This approximate size of box is 3' x 3' and at a depth of approximately 2' to the top of the box. MG&E also has an overhead line that runs south to north in the west terrace of S. Ingersoll Street

Conflicts with this facility are not anticipated with this phase of the project.

MG&E-Gas

Contact:
Sean Endres
P.O. Box 1231
Madison, WI 53701
Phone: 608-252-5618
Cell: 608-444-9628
Email: sendres@mge.com

A high pressure gas line runs east to west along the south pavement edge of E. Wilson Street. An additional gas line runs east to west also parallel to E. Wilson Street beneath the sidewalk on the south side of E. Wilson Street. This line heads north at S. Ingersoll Street and runs parallel to S. Ingersoll Street in the west terrace approximately 40' north of the Wisconsin and Southern railroad tracks before it was cut and abandoned. Gas that extends beyond 150' north of E. Wilson Street on S. Ingersoll Street including any laterals that run to the east and west from this main are abandoned.

Conflicts with this facility are not anticipated with this phase of the project.

AT&T

Contact:
Carol Anason
316 E. Washington Ave. Rm 607
Madison, WI 53703
Phone: 608-252-2385
Email: ca2624@att.com

AT&T has buried fiber optic that runs east to west on the northeast corner of the proposed park. Within the project limits bound by S. Beary Street on the west and S. Baldwin Street on the east the fiber is located directly between the WSOR railroad track split just west of S. Baldwin Street. AT&T will be removing the marker post that is in conflict with the proposed sidewalk. AT&T facilities vary in depth between 30" – 36" and will likely be located with the washed stone layer of the pervious sidewalk.

AT&T will be removing their marker posts that are in conflict prior to construction. No other conflicts with AT&T's facilities are anticipated.

Wisconsin DOA

Contact:
Lisa Gilbert
Email: lisa.gilbert@wisconsin.gov

Wisconsin Department of Administration has buried fiber optic that runs east to west parallel with E. Wilson Street. Within the project limits bound by S. Beary Street on the west and S. Baldwin Street on the east the fiber optic and marker posts are located approximately 5 feet south of the existing park right way line between the right of way and the back of existing curb on E. Wilson Street.

Wisconsin Department of Administration will be removing the marker posts that are in conflict with the proposed sidewalk. Their facilities are located at a minimum depth of 36" and may be located within the washed stone layer of the pervious sidewalk. Undistributed quantities of utility line openings (ULOs) have been included for locating the depth of DOA's facilities along E. Wilson Street. After the ULOs are completed the Construction Engineer will review with Wisconsin DOA to determine if the facilities will be relocated to avoid the sidewalk or if the stone layer could be modified to avoid the utility.

Provide 14 days notice prior to pouring the sidewalk along east Wilson Street. Schedule sidewalk work so that DOA's Contractor can be present to ensure the adjustment of their hand hole located within the sidewalk.

May 14, 2015

Page 4

MCI Communications

Contact:

Steve Bonczkowski

Phone: 630-327-6959

Email: Stephen.bonczkowski@verizon.com

MCI Communications has buried fiber optic that runs from the east to the west on the south side of the WSOR railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the fiber runs along the existing southern railroad right of way line within the S. Few Street right of way. Conflicts with this facility are not anticipated with this phase of the project.

Level 3 Communications

Contact:

Mark Dechant

411 East Wisconsin Avenue

Milwaukee, WI 53202

Phone: 414-426-1857

Email: mark.dechant@level3.com

Level 3 Communications has a buried fiber optic line that runs east to west located on to the south of the WSOR railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the line is located approximately 20 feet south of the existing tracks. Level 3 also has buried fiber optic that runs along the north side of the WSOR tracks.

Conflicts with this facility are not anticipated with this phase of the project.

American Transmission Company

Contract:

Lori Kolbow

2 Fen Oak Court

Madison, WI 53718

Phone: 608-877-7158

Email: lkolbow@atcllc.com

American Transmission Company has a two buried electric lines outside of the project limits on the north side of the MG&E Spur line. This line runs east to west parallel to the spur line.

No conflicts with this facility are anticipated.

Madison Metropolitan Sewerage District

Contact:

Eric Hjellen

1610 Moorland Road

Madison, WI 53713

Phone: 608-222-1201 Ext. 348

Cell: 608-347-3613

Email: erich@madsewer.org

Madison Metropolitan Sewer District (MMSD) has a 30-Inch force main that runs down the centerline of E. Wilson Street. Approximately 125' west of S. Few Street the main turns to the northeast and continues within an existing 30' Sanitary Sewer Easement (Doc #4124010). The easement runs through the southeast quadrant bound by the existing tracks, E. Wilson Street, and S. Baldwin Street.

MMSD has a manhole located within the easement that will need to be adjusted to the proposed grade. Contact Ray Schneider at 608-347-3628 three days prior to completing the MMSD sewer access manhole adjustment.

Windstream

Contact:
Jim Kostuch
13935 Bishops Drive
Brookfield, WI 53005
Phone: 262-792-7938
Email: james.kostuch@windstream.com

A buried telephone or fiber optic line runs east to west to the south of the WSOR (Union Pacific) railroad tracks. Within the project limits bound by the S. Few Street right of way on the east and west as well as the E. Wilson Street right of way the line is located approximately 15 feet south of the existing tracks.

Conflict is not anticipated with this facility during this phase of construction.

REMOVE BID ITEM 90016 – REMOVE INLET CASTING AND INSTALL ½-INCH STEEL PLATE COVER and replace with the following:

BID ITEM 90016 – REMOVE INLET CASTING AND INSTALL ½-INCH STEEL PLATE COVER

DESCRIPTION

Work under this bid item describes furnishing and installing a steel plate to cover and support sidewalk pavement and maintenance equipment loading at storm sewer structures as indicated in the plans. Also included is removal of the existing casting.

MATERIALS

Furnish a ½-Inch minimum thickness steel plate Grade 60 that extends to the outside edge of the existing structure. Steel should not extend beyond a maximum of 2-inches beyond the outside edge of the existing structure. Furnish stainless steel wedge anchor bolts, washer, and nut with ½-inch thread and a minimum of 5-inch length to secure steel plate to the existing structure.

Furnish flexible butyl mastic sealant strips (minimum ½-inch thick) to be placed between the steel plate and the existing structure.

CONSTRUCTION

Remove existing casting. All salvaged castings shall be delivered by the Contractor to the Engineering Service Building storage area at 1602 Emil Street.

Excavate to expose existing top of structure. Remove and dispose of any existing adjusting rings.

Install flexible butyl mastic sealant strips between the steel plate and the perimeter of the structure.

Secure the steel plate to the existing structure using concrete wedge anchor bolts. Install a minimum of four (4) anchor bolts evenly spaced at each structure.

Backfill structure in accordance with Article 502 of the City of Madison Standard Specifications.

Obtain and install sewer marker ball from the City of Madison Engineering Division for placement and marking of the buried structure. The sewer marker ball shall be at no cost to the contractor. Coordinate obtaining the sewer marker ball with the City's Construction Engineer.

All work shall be inspected prior to placement of backfill.

METHOD OF MEASUREMENT

Remove Inlet Casting and Install ½-Inch Steel Plate Cover shall be measured per each acceptably completed.

BASIS OF PAYMENT

Payment shall consist of all labor, equipment, and materials necessary to remove inlet casting, excavate, remove adjusting rings, furnish and install a ½-inch steel plate cover, backfill and obtaining and placing the sewer marker ball, and all incidentals required to perform the work as specified above. No additional compensation will be provided for materials to secure the plate cover and shall be incidental to the installation of the ½-inch place cover.

ADD BID ITEM 50792 – STORM SEWER TAP

Per the City of Madison Standard Specifications Section 507.3(d) 2 – New Pipe Connections, any new plastic pipe connections to existing concrete pipe with a flexible rubber boot.

A handwritten signature in black ink, appearing to read "Robert Phillips", with a stylized, cursive script.

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CENTRAL PARK PHASE 1B

CONTRACT NO. 7059

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. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 **HOMBURG CONTRACTORS, INC.** (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this 12 day of MAY, 20 15.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 8/7/18

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

Contract 7059 – Homburg Contractors

Section I: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

☒ Not Applicable

Name of Business
Street Address or PO Box
City
State and Zip Code

Best Value Contracting

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

Truck Drivers

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

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

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

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

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

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

DT1880 4/2010 s.84.06(2) Wis. Stats.

Project(s): CENTRAL PARK 1B

Letting Date: 5/22

Total \$ Value of: 491,509⁴⁰


Prime Contract: _____

DBE Contract Goal: 12 %

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK		SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
X		JR'S CONSTRUCTION	LANDSCAPING		46168 ¹³	
X		CON COR	SAWING		1113 ⁰⁰	
X		MEGA RENTALS	TRAFFIC		3200 ⁰⁰	
		SUBTOTAL DBE \$ VALUE	A (\$)	50481 ¹³	TOTAL % 10.27	
			V (\$)	0	TOTAL % 0	

[illegible]

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
X		Karzon Parson	Spill Rock	5000	O= L=	8500	
					O= L=		
					O= L=		
					O= L=		
					O= L=		
SUBTOTAL DBE \$ VALUE			A(\$)	8500.00	TOTAL %	1.7	
			V(\$)	0	TOTAL %	0	
GRAND TOTAL DBE \$ VALUE			A(\$)	63916.42	TOTAL %	12.97	
			V(\$)	0	TOTAL %	0	
			T=	63916.42	TOTAL %	12.97	

O = Owned Trucks Used on Project	Government Use Only Approved Amounts		 (Authorized Agent)
L = Leased Trucks Used on Project	A = \$	%	
= Assigned (DBE Conscious)	V = \$	%	Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965
V = Voluntary (DBE Neutral)	Total = \$	%	
Signature: _____ Date: _____ Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/>			

SECTION M: LIST OF SUBCONTRACTORS

March 2010

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

Name of Subcontractor	Class of Work	Estimated Value
JR'S CONSTRUCTION	LANDSCAPING	46168 ¹³
MEGA RENTALS	TRAFFIC CTRL	3200 ⁰⁰
KAREN PAULSON	TRUCKING	8500 ⁰⁰
CON COR	SAWING	1113 ⁰⁰
1		

58981¹³

CENTRAL PARK - PHASE 1B
 CONTRACT NO. 7059
 DATE: 5/22/15

Homburg Contractors, Inc.

Item	Quantity	Price	Extension
Section O: Proposal Page			
10701 - TRAFFIC CONTROL - LS	1.00	\$4,000.00	\$4,000.00
10911 - MOBILIZATION - LS	1.00	\$47,000.00	\$47,000.00
20101 - EXCAVATION CUT - CY	110.00	\$42.00	\$4,620.00
20130 - UNDER DRAIN 6 INCH, WRAPPED - LF	1200.00	\$20.00	\$24,000.00
20201 - FILL BORROW - CY	457.00	\$12.00	\$5,484.00
20221 - 6" TOPSOIL - SY	1900.00	\$4.00	\$7,600.00
20302 - SAWCUT CONCRETE FULL DEPTH - LF	25.00	\$6.00	\$150.00
20303 - SAWCUT BITUMINOUS PAVEMENT - LF	325.00	\$4.00	\$1,300.00
20312 - REMOVE CATCHBASIN - EACH	3.00	\$500.00	\$1,500.00
20314 - REMOVE PIPE - LF	22.00	\$20.00	\$440.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	225.00	\$10.00	\$2,250.00
20323 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	650.00	\$2.00	\$1,300.00
20326 - REMOVE FENCE - LF	42.00	\$8.00	\$336.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EA	4.00	\$385.00	\$1,540.00
20701 - TERRACE SUN SEED - SY	3660.00	\$2.30	\$8,418.00
20970 - SHRUBS - EA	16.00	\$120.00	\$1,920.00
21001 - EROSION CONTROL PLAN AND IMPLEMENTATION - LS	1.00	\$1,500.00	\$1,500.00
21002 - EROSION CONTROL INSPECTION - EACH	10.00	\$400.00	\$4,000.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$2,000.00	\$2,000.00
21021 - SILT FENCE - COMPLETE - LF	1513.00	\$2.60	\$3,933.80
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	15.00	\$180.00	\$2,700.00
21063 - EROSION MATTING, CLASS 1, TYPE A ORGANIC - SY	2000.00	\$2.00	\$4,000.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	225.00	\$38.00	\$8,550.00
30301 - 5 INCH CONCRETE SIDEWALK - SF	820.00	\$11.00	\$9,020.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - SF	8100.00	\$7.00	\$56,700.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - SF	216.00	\$32.00	\$6,912.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1525.00	\$20.00	\$30,500.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	300.00	\$18.00	\$5,400.00
40104 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 5 - TON	10.00	\$35.00	\$350.00
40201 - HMA PAVEMENT TYPE E-0.3 - TON	130.00	\$120.00	\$15,600.00
40211 - TACK COAT - GAL	38.00	\$3.20	\$121.60
40301 - FULL WIDTH GRINDING - SY	700.00	\$6.75	\$4,725.00
40308 - RAMPING SAS - EACH	1.00	\$75.00	\$75.00
40362 - ADJUST ACCESS STRUCTURE CASTING - RESURFACING - EACH	1.00	\$750.00	\$750.00
40394 - REMOVE ASPHALT SURFACE - RESURFACING - SY	700.00	\$6.75	\$4,725.00
50211 - SELECT BACKFILL FOR STORM SEWER - TF	109.00	\$1.00	\$109.00
50401 - 12 INCH STORM SEWER PIPE - LF	109.00	\$72.00	\$7,848.00
50461 - 12 INCH RCP AE - EACH	2.00	\$1,600.00	\$3,200.00
50402 - 15 INCH RCP STORM SEWER PIPE - LF	8.00	\$180.00	\$1,440.00
50413 - 18 INCH RCP STORM SEWER PIPE - LF	8.00	\$190.00	\$1,520.00
50741 - TYPE "H" INLET - EACH	2.00	\$2,600.00	\$5,200.00
50780 - CLEANOUT - EACH	1.00	\$900.00	\$900.00
50792 - STORM SEWER TAP - EACH	14.00	\$650.00	\$9,100.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	12.00	\$525.00	\$6,300.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	1.00	\$400.00	\$400.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - LF	700.00	\$10.50	\$7,350.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF	50.00	\$14.00	\$700.00
90001.0 - REMOVE FENCE POST AND CONCRETE BASE - EACH	8.00	\$125.00	\$1,000.00
90002.0 - REMOVE, SALVAGE, AND REINSTALL FENCE PANELS - EACH	7.00	\$22.00	\$154.00
90003.0 - FENCE POSTS - EACH	8.00	\$90.00	\$720.00
90004.0 - REMOVE, SALVAGE, AND REINSTALL LIGHT POLE ASSEMBLY - EACH	1.00	\$1,600.00	\$1,600.00
90005.0 - 6-INCH PVC STORM SEWER - LF	83.00	\$56.00	\$4,648.00
90006.0 - 8-INCH D.I. STORM SEWER - LF	20.00	\$92.00	\$1,840.00
90007.0 - FENCE - LF	230.00	\$60.00	\$13,800.00
90008.0 - BENCH, BACKED - EA	2.00	\$3,200.00	\$6,400.00
90009.0 - BENCH, BACKLESS - EA	3.00	\$2,600.00	\$7,800.00
90010.0 - TRASH AND RECYCLE RECEPTACLES - EA	4.00	\$1,500.00	\$6,000.00
90011.0 - DRINKING FOUNTAIN - EA	1.00	\$3,700.00	\$3,700.00
90012.0 - STONE SECURITY BLOCKS - EA	5.00	\$3,350.00	\$16,750.00

CENTRAL PARK - PHASE 1B
 CONTRACT NO. 7059
 DATE: 5/22/15

Homburg Contractors, Inc.

Item	Quantity	Price	Extension
90013.0 - 7-INCH PERVIOUS CONCRTE SIDEWALK - SF	8225.00	\$9.20	\$75,670.00
90014.0 - CONCRETE 7-INCH, INTEGRAL COLOR NO TEXTURE - SF	1380.00	\$9.00	\$12,420.00
90015.0 - ELECTRICAL - LS	1.00	\$13,000.00	\$13,000.00
90016.0 - REMOVE INLET CASTING AND INSTALL 1/2-INCH STEEL PLATE COVER - EA	2.00	\$650.00	\$1,300.00
90017.0 - HAULING AND DISPOSAL-INDUSTRIAL FILL - TON	20.00	\$50.00	\$1,000.00
90018.0 - TYPE "A" SPECIAL CURB & GUTTER - LF	20.00	\$46.00	\$920.00
90019.0 - ADJUST MMSD SEWER ACCESS STRUCTURE - EACH	1.00	\$2,300.00	\$2,300.00
90020.0 - CRUSHED GRANITE LANDSCAPE STONE - SF	300.00	\$10.00	\$3,000.00
67 Items	Totals		\$491,509.40



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

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

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

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

Operations Manager
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Homburg Contractors, Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity & Deposit Company of Maryland

a corporation of the State of Maryland (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1st, 2014 through January 31st, 2016.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Homburg Contractors, Inc.
COMPANY NAME

~~AFFIX SEAL~~

1/3/14
DATE

By:

Carlos O. Amador VP
SIGNATURE AND TITLE

SURETY

Fidelity & Deposit Company of Maryland
COMPANY NAME

~~AFFIX SEAL~~

1/3/14
DATE

By:

Brooke L. Parker
SIGNATURE AND TITLE Brooke L. Parker, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2512433 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

1/3/14
DATE

Brooke L. Parker
AGENT Brooke L. Parker, Hausmann-Johnson

700 Regent St.
ADDRESS

Madison, WI 53715
CITY, STATE AND ZIP CODE

(608) 257-3795
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

2/1/14-1/31/16

NAME OF SURETY

Fidelity & Deposit Company of Maryland

NAME OF CONTRACTOR

Homburg Contractors, Inc.


CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

1/8/14

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Judith A. WALKER, Sheila M. DICKEY, Steven L. SQUIRES, Jeffrey P. HAUSMANN, Timothy HAUSMANN, Patrick A. MCKENNA and Brooke L. PARKER**, all of Madison, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 26th day of September, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and **GREGORY E. MURRAY**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 3 day of January, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

SECTION K: AGREEMENT

THIS AGREEMENT made this 17 day of JUNE in the year Two Thousand and Fifteen between **HOMBURG CONTRACTORS, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **JUNE 16, 2015**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

CENTRAL PARK PHASE 1B CONTRACT NO. 7059

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FOUR HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED NINE AND 40/100 (\$491,509.40)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and Davis-Bacon Act. In the event the State and Federal Rates are not identical, the higher of the two rates shall govern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

**CENTRAL PARK PHASE 1B
CONTRACT NO. 7059**

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:

HOMBURG CONTRACTORS, INC.

Company Name

Witness

Date

VICE

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 L: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HOMBURG CONTRACTORS, INC. as principal, and Fidelity & Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED NINE AND 40/100 (\$491,509.40)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**CENTRAL PARK PHASE 1B
CONTRACT NO. 7059**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 17 day of June, 2015

Countersigned:

HOMBURG CONTRACTORS, INC.

Company Name (Principal)

Witness

Vice President

Seal

Secretary

Approved as to form:

Fidelity & Deposit Company of Maryland

Surety

Seal

☒ Salary Employee☐ Commission

By

Attorney-in-Fact Brooke L. Parker

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2512433 for the year 2015, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

6/17/15

Date

Agent Signature

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Gigi MITCHELL, all of Madison, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of April, A.D. 2015.

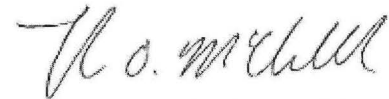
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Michael McKibben*

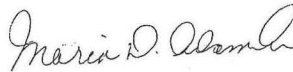


*Vice President
Thomas O. McClellan*

**State of Maryland
County of Baltimore**

On this 9th day of April, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17 day of JUNE, 2015.



Michael Bond, Vice President

SUPERSEDED DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: April 10, 2015

LABORERS CLASSIFICATION:

	Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shovel, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.41	15.04
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer	30.51	15.04
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	30.56	15.04
Group 4: Line and Grade Specialist	30.76	15.04
Group 5: Blaster and Powderman	30.61	15.04
Group 6: Flagperson and Traffic Control Person	26.76	15.04

Truck Drivers:

	Basic Hourly Rates	Fringe Benefits
1 & 2 Axles	25.18	18.31
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	25.38	18.31

CLASSES OF LABORER AND MECHANICS

Bricklayer	28.41	12.81
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	32.09	16.13
Electrician	See Page 3	
Line Construction		
Lineman.....	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator.....	32.65	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman.....	22.45	32% + 5.00
Painter, Brush	24.50	16.27
Painter, Spray, Structural Steel,Bridges	25.50	16.27
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015; Modification #3 dated April 10, 2015.

STATE: Wisconsin
 GENERAL DECISION NUMBER: WI150010
 DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

SUPERSEDED DECISION WI20120010
 U. S. DEPARTMENT OF LABOR
 (DAVIS-BACON ACT, MINIMUM WAGE RATES)

DATE: April 10, 2015

POWER EQUIPMENT OPERATORS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly Rates	Fringe Benefits
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$37.72	\$20.93	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$36.72	\$20.93
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer	\$37.22	\$20.93	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$36.46	\$20.93
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor; automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector	\$30.27	\$20.93
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: April 10, 2015

LABORERS CLASSIFICATION:

Rates

Benefits

Electricians				Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Area 1	\$29.00	26.5%+ 9.15			
Area 2:				Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Electricians.....	30.59	18.43			
Area 3:				Area 6 -	KENOSHA COUNTY
Electrical contracts under \$130,000	26.24	16.85		Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Electrical contracts over \$130,000	29.41	16.97		Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 4:	29.32	28.50% + 9.27		Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 5	28.96	24.85% + 9.70		Area 11 -	DOUGLAS COUNTY
Area 6	35.25	19.30		Area 12 -	RACINE (except Burlington township) COUNTY
Area 8				Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Electricians.....	31.30	24.93% + 10.40		Area 14 -	Statewide.
Area 9:				Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Electricians.....	34.82	19.575			
Area 10	29.64	20.54			
Area 11	32.54	24.07			
Area 12	32.87	19.23			
Area 13	33.93	22.67			
Teledata System Installer					
Area 14					
Installer/Technician	22.50	12.72			
Sound & Communications					
Area 15					
Installer	16.47	14.84			
Technician	25.63	17.21			
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

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

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; 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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE 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 OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	Single Axle or Two Axle	32.89	18.96	51.85
203	Three or More Axle	18.00	21.99	39.99

Fringe Benefits Must Be Paid On All Hours Worked

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.35/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. 06/06/2016	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 OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	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; Oilier; 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

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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 Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	35.42	19.78	55.20
510	Backhoe (Track Type) Having a Mfg'r.'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.	34.22	19.78	54.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); 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.	30.99	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

Fringe Benefits Must Be Paid On All Hours Worked

CODE	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
141	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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle 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, Dumptror, 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**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.35/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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfr.'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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	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 (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 Waterproofor	29.40	11.31	40.71

Fringe Benefits Must Be Paid On All Hours Worked

CODE	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**Fringe Benefits Must Be Paid On All Hours Worked**

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY 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 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, Dumptror, 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/busines/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

207	Truck Mechanic	24.52	17.77	42.29
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LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.05/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	Landscaper 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 Premium Increase(s):	26.76	15.14	41.90

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
	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.			
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 CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/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 .	37.72	21.15	58.87
532	Backhoe (Track Type) Having a Mfrg.'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/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. 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	21.15	57.87

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.46	21.15	57.61
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	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.	35.46	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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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 BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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	16.00	0.00	16.00
204	Articulated, Euclid, Dumptror, 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
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	16.00	0.00	16.00
LABORERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	29.32	12.44	41.76
303	Landscaper 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):	30.13	15.14	45.27

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
	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).			
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 OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK****Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.25/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 .	37.72	21.15	58.87

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm.</p>	37.22	21.15	58.37
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p>	35.72	17.85	53.57

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/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 .	36.46	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 OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.72	20.40	57.12
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or 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/busines/civilrights/laborwages/pwc.htm .	37.22	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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. 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/business/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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	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
	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	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**Fringe Benefits Must Be Paid On All Hours Worked**

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	16.50	0.00	16.50
203	Three or More Axle	18.00	2.44	20.44
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	2.44	20.44

LABORERS

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	34.22	19.78	54.00

Future Increase(s):

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

558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	36.72	21.15	57.87
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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>.

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

PREVAILING WAGE – Contractors

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

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

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

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

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

SECTION O: PROPOSAL

Please refer to the
Bid Express Website
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