

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/22/2015

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

Project: Capital City Path Reconstruction and Bridge Replacement

Contract No.: 7245
Enactment No.: RES-15-00537
Dollar Amount: 952,219.80

File No.: 38415
Enactment Date: 06/19/2015

Contract Approved and posted in Munis.

KLSV

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-22-2015	6-22-2015
Director of Civil Rights	6.22.15	6/29/15 MDD.
Risk Manager	06-29-2015	6/29/15 RN
Finance Director	6.29.15	6-29-15
City Attorney	801 6-29-15	6-30-15
Mayor	6-30-15	6-30-15

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

Original + 2 Copies

06/22/2015 10:57:28 enjls - Tony Fernandez 266-9219

RUSH

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 / Dvlp / Spdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #: 38415 Version: 1

Name: Awarding Public Works Contract No. 7245 Capital City Path Reconstruction and Bridge Replacement.

Type: Resolution

Status: Passed

File created: 5/11/2015

In control: [BOARD OF PUBLIC WORKS](#)

On agenda: 6/16/2015

Final action: 6/16/2015

Enactment date: 6/19/2015

Enactment #: RES-15-00537

Title: Awarding Public Works Contract No. 7245 Capital City Path Reconstruction and Bridge Replacement.

Sponsors: [BOARD OF PUBLIC WORKS](#)Attachments: 1. [Contract 7245.pdf](#)[History \(4\)](#)[Text](#)

4 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
6/16/2015	1	COMMON COUNCIL			Not available	Not available
6/3/2015	1	BOARD OF PUBLIC WORKS			Not available	Not available
5/20/2015	1	BOARD OF PUBLIC WORKS	Refer	Pass	Action details	Not available
5/11/2015	1	Engineering Division	Refer		Action details	Not available

KISV
50N

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7245
CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT

HOMBURG CONTRACTORS, INC.

KS,
\$952,219.80

Acct. No. 10382-403-172	\$381,056.80
Contingency 8%±	<u>30,483.20</u>
Sub Total	\$411,540.00
Acct. No. 10382-403-174	\$11,613.00
Contingency 8%±	<u>927.00</u>
Sub Total	\$12,540.00
Acct. No. 10382-84-174	\$231,746.00
Contingency 8%±	<u>18,544.00</u>
Sub Total	\$250,290.00
Acct. No. 10382-403-171	\$302,904.00
Contingency 8%±	<u>24,236.00</u>
Sub Total	\$327,140.00
Acct. No. 10382-84-174-84500	\$24,900.00
Contingency 8%±	<u>1,990.00</u>
Sub Total	\$26,890.00
GRAND TOTAL	<u>\$1,028,400.00</u>

**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

Pg 2

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.

\$952,219.80

CONTRACTOR'S OFFICE COPY

BID OF HOMBURG CONTRACTORS, INC.

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT

CONTRACT NO. 7245

PROJECT NO. 53W1704

MUNIS NO. 10382

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>

**CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO. 7245**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: tf

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO.:	7245
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	April 17, 2014
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	April 17, 2014
BID SUBMISSION (1:00 P.M.)	April 24, 2014
BID OPEN (1:30 P.M.)	April 24, 2014
PUBLISHED IN WSJ	4/10/15 & 4/17/15

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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 F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT CONTRACT NO. 7245

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

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

SECTION 102.10: PREVAILING WAGE

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

This work generally consists of the widening and reconstruction of an existing, asphalt path from Marquette Street to Dennett Drive, with the exception of the segment from Starkweather Creek to Walter Street. The contract includes replacement of an existing steel truss bridge with a new pre-fabricated steel bridge on concrete substructure units, new storm pipes and structures, pavement marking, and channel restoration.

Work shall include, but is not limited to: clearing & grubbing; grading and construction of embankments; installation of storm pipe and structures; adjustment of sanitary sewer structures; concrete retaining wall and steel railings; new or replaced curb and gutter and concrete sidewalk; base course, riprap bank protection, asphaltic paving, pavement marking and restoration.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

AT&T has an overhead power pole in conflict with the path at Station 16+30 RT. AT&T will relocate the pole to easement on private property south of the path, either prior to or in coordination with the construction under this contract. The contact for AT&T is Chinmoy Ray, P.E. at (608) 252-2448 or email cr093f@att.com.

The City of Madison is not aware of other projects taking place in the vicinity of the project.

SECTION 107.1**PUBLIC CONVENIENCE AND SAFETY**

Access to the site and hauling shall be via S Marquette Street, Fair Oaks Avenue, Garrison Street, Walter Street and Dennett Drive. No hauling shall take place on other local streets without prior written approval of the Construction Engineer.

In addition, arrangements have been made with City of Madison Parks Division for access through the portion of Olbrich Park north of the rail corridor, known as the Garver property(at Sugar Avenue). This access consists of permitted use of the existing unpaved access drive through the property from Fair Oaks Avenue to the north end of Sugar Avenue. The following conditions apply to use of this access point:

- Sugar Avenue through Olbrich Gardens, south of the railroad corridor, shall not be used for access or hauling of any sort
- No equipment or materials may be stored on the Garver property without prior written consent of Parks Division
- The fence gate at the north side of the building shall be locked at the end of each working day

The project is immediately adjacent to railroad property owned by Wisconsin Department of Transportation (WisDOT) and operated by Wisconsin & Southern Railroad (WSOR). The Contractor shall take great care to avoid disturbance of railroad property beyond the construction limits, which shall be assumed to be the slope intercepts shown on the plans. The City will make arrangements with WisDOT and WSOR for very limited disturbance of the rail corridor in certain locations where such work is necessary to construct drainage facilities or match grades. See Special Provision 107.12 for additional information.

For the portion of the project in Olbrich Park, from Garrison Street to Starkweather Creek, the Contractor shall take care to avoid disturbance of Parks property beyond the construction limits, which shall be assumed to extend 5 feet beyond the slope intercepts shown on the plans.

Contractor shall obtain advance approval from the Construction Engineer to occupy or disturb additional areas for a construction trailer, material storage or other use. Such additional areas shall be clearly delineated in the field with construction fence or other means. Contractor shall restore all such areas to the satisfaction of the Construction Engineer, and will be paid for this restoration under the appropriate bid items. Any areas outside those approved by the Construction Engineer that are disturbed shall be restored by the Contractor at his own expense.

The Contractor shall use care around existing trees to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester.

SECTION 107.7**MAINTENANCE OF TRAFFIC**

All traffic control 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, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, 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 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 will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The General Contractor shall be responsible for making daily inspections of the traffic control to ensure that all required signs are in place and all warning lights are functional.

Capital City Path may be closed to all traffic in segments as follows:

Marquette St to Fair Oaks Av for a maximum duration of 60 Calendar Days
Fair Oaks Av to Walter St for the full duration of the contract
Walter St to Dennett Dr for a maximum of 45 Calendar Days

The Contractor shall maintain a marked detour route for bicycles and pedestrians as shown in the plans, with appropriate modifications when east or west segments of the route are open while the center segment is closed.

NOTE: in addition, during the duration that the western segment is closed, the contractor shall maintain a paved connection between the north end of S Marquette Street and the existing Capital City Path west of Marquette Street. This connection shall be on any combination of existing, temporary or new pavement, a minimum of 4 feet wide and meeting ADA standards. WALK BIKES and other appropriate warning signage shall be posted on temporary barricades at either end of this temporary connection. Temporary construction fencing shall be used to separate this access from the construction zone and clearly delineate the route for pedestrians and dis-mounted bicyclists. Most likely this temporary route will have to be moved one or more times during the construction to stage construction of the project in this immediate area. The cost to construct, maintain sign, mark and remove this temporary connection shall be considered incidental to the item of Traffic Control.

Two-way traffic on all adjacent public streets shall be maintained at all times, except:

- Half of Fair Oaks Avenue may be closed during non-peak hours to construct the storm sewer facilities, replace curb and ramps or to mill and overlay the street. Two-way traffic shall be maintained during this time by means of flaggers and appropriate signage.
- Half of Walter Street may be closed during non-peak hours to construct or to replace curb and ramps. Two-way traffic shall be maintained during this time by means of flaggers and appropriate signage.
- Half of Dennett Drive may be closed during non-peak hours to construct or to replace curb and ramps. Two-way traffic shall be maintained during this time by means of flaggers and appropriate signage.

One changeable message sign shall be installed on each end of the project for the one week prior to the path closure. The sign shall read as follows or as otherwise directed by the City Traffic Engineer:

**PATH
CLOSURE
BEGINS
DAY
DATE**

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

The Contractor shall provide ADA/Handicap Accessible pedestrian access, where such accommodations are originally available, at all intersections within the construction area at all times. Contractor shall maintain a functional temporary connection between the end of the Blackhawk Path and Westbound Old Middleton Road 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.

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

MEASUREMENT

Traffic Control will be measured as a single lump sum for all traffic control measures required, except for the Portable Changeable Message signs. Any traffic control required on other streets will not be measured for payment and will be considered incidental to other items of work.

PAYMENT

Payment for the Traffic Control is full compensation for furnishing, erecting, maintaining and removing non permanent traffic signs, drums, barricades, and similar control devices; for furnishing, installing, maintaining and removing detour signage and for constructing, maintaining, moving and removing the temporary connection at N Marquette St as described above. Maintaining shall include replacing damaged or stolen traffic control devices and moving or altering traffic control devices for altered or unexpected field conditions as required by the Engineer. Portable Changeable Message signs will be measured and paid for separately under the appropriate bid item.

Contact **Mark Winter, Traffic Engineering Division, (608)266-6543, mwinter@cityofmadison.com**, with any questions concerning these traffic control specifications.

SECTION 107.12 OPERATIONS ON RAILROAD RIGHT OF WAY

In addition to the conditions under these Special Provisions in Section 107.1 Contractor shall comply with the provisions of Article 107.12 of the Standard Specifications regarding operations on Railroad right of way while doing any work within the rail right of way or within 25 feet of the track centerline:

Contractor will be required to sign and adhere to the conditions of a Temporary Authorization Permit from Wisconsin department of Transportation. A sample copy of the Permit is attached to these special Provisions. Execution of the permit and adherence to all conditions except Condition 7 shall be considered incidental to the work under this contract and no additional payment will be made therefor.

Contractor will be required to obtain railroad protective liability insurance and provide a certificate of insurance naming Wisconsin & Southern Railroad LLC and the Wisconsin Department of Transportation as additional insured. Payment will be made for this at the contract Lump Sum price for RAILROAD INSURANCE.

ARTICLE 108.2 PERMITS

The City of Madison has obtained coverage under a WPDES General Permit No. WI-S067831-04 for Construction Site Storm Water Runoff regarding erosion control for a disturbed area greater than one acre. Coverage was issued March 30, 2015

The City of Madison has submitted a DNR Water Resources Application for Projects Permits (WRAPP) for the following and permit coverage is pending:

- Individual Permit for a bridge over a waterway with width greater than 25 feet at Ordinary High water.
- Individual Permit for storm water discharge greater than 24-inch diameter into Starkweather Creek

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(b)**. A copy of the permit is available at the City of Madison, Engineering Division office.

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

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

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.

The City will obtain general permission for limited work on the WisDOT railroad corridor provided all the following conditions are met:

1. Project shall be constructed substantially in conformance with the plans with respect to portions on railroad property. Any significant modifications shall be approved by WisDOT and WSOR prior to construction.
2. No work shall take place within 25 feet of the centerline of track at any time without prior advance written approval of the Construction Engineer and WSOR. This includes movement or parking of vehicles or equipment, storage of materials, boom swings or movement of personnel. If Contractor believes such work is necessary he shall: 1) inform the Construction Engineer in writing; 2) make all necessary arrangements with WSOR to obtain their permission; and 3) pay at his own expense any costs for flagging or other safety measures by the Railroad.
3. Contractor will be required to sign and adhere to the conditions of a Temporary Authorization Permit from Wisconsin Department of Transportation as noted in Section 107.12.
4. Contractor will be required to obtain railroad protective liability insurance as noted in Section 107.12.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **JUNE 15, 2015**. Total time for completion of this contract shall be **100 CALENDAR DAYS**.

This the contract start date above is intended to allow the Contractor time to begin design and shop drawing review of the pre-fabricated bridge in advance of actual construction. Construction operations requiring closure of the path shall begin no earlier than **June 29, 2015**.

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

In addition to the above requirements, Contractor shall schedule operations such that segments of the project which can be completed in shorter periods of time are not closed for the full duration of the contract. Specifically:

- The west segment from Marquette Street to Fair Oaks may be closed and traffic detoured for a maximum of **60 CALENDAR DAYS**.
- The east segment from Walter Street to Dennett Drive may be closed and traffic detoured for a maximum of **45 CALENDAR DAYS**.

Contractor may choose to begin these segments later in the contract period or to complete and re-open them prior to the total time for completion, or a combination of these options. In any case, the interim duration shall be considered to begin when the segment is closed to use and to end when the segment is re-opened for use on the new pavement.

Interim Liquidated Damages of **\$500 per Calendar Day** will be assessed for failure to complete either of the segments within the stated duration. Maximum Liquidated Damages for any calendar day will not exceed those calculated per Section 109.9 of the City of Madison Standard Specifications.

It is expected that the Contractor may need to utilize multiple crews working in multiple locations within the project limits to complete all work by the contract end date.

BID ITEM 20101 - EXCAVATION CUT

The item of Excavation Cut shall apply to all excavation for paths, curbs, and sidewalk within the project limits except for removal of concrete items, excavation for the bridge substructure units or trenching for storm sewer, which are paid for under other items. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below.

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading and compaction of excavated materials will be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal.

METHOD OF MEASUREMENT

The quantity of Unclassified Excavation above the subgrade line as shown on the cross sections will not be measured in the field, but will be assumed to be the Plan Quantity as shown on the Plans. Excavation below Subgrade (EBS or undercut, including topsoil stripping), where required by the Construction Engineer, will be measured in the field. The pay quantity for the item of Excavation Cut shall be the sum of the plan quantity for Unclassified Excavation and the measured quantity of EBS.

BASIS OF PAYMENT

Excavation Cut, measured as provided above, will be paid at the contract unit price per Cubic Yard, which shall be full compensation for all excavation of asphalt, granular materials or soil, compaction of the subgrade where required, removal and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized for a construction entrance and/or other purposes as directed by the Engineer.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be allowed. All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of four (4) inches unless otherwise shown on plans.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all materials, labor and incidentals necessary to complete the work as provided.

BID ITEM 20230 – HEAVY RIPRAP

Description

The work shall consist of placing Heavy Riprap at the bridge abutments and 33-inch storm sewer outfall in accordance with the plans and these specifications.

Materials

Heavy Riprap shall conform to Section 212.2 of the Standard Specifications. Existing riprap in the area being disturbed may be salvaged and re-used, provided the material is sound, generally meets the dimension requirements of these specifications and its use is approved by the Construction Engineer.

Construction Methods

Heavy Riprap shall be placed in conformance with Section 212.3 of the Standard Specifications and as provided herein. Prior to riprap being delivered to the site, the Contractor shall review the existing site conditions with the Construction Engineer, who shall then establish the limits of removal of existing riprap. Much of the area of new riprap as shown on the plans has existing riprap, which was installed either with the original bridge installation or with a recent channel restoration project. If existing riprap is properly installed on fabric, the Engineer may direct that this material remain in place and additional riprap be added to bring the final line and grade to that shown on plans. For other areas it will be necessary to remove (and salvage if appropriate) existing riprap and prepare the base with fabric as shown on the plans.

Method of Measurement

Heavy Riprap, delivered and installed, or salvaged and re-installed, will be measured by the Ton. The quantity of new riprap brought to the site will be determined conventionally by truck tickets. The quantity of salvaged riprap will be determined by direct measurement of the stockpile and the resulting volume converted to Tons based on an assumed density of 1.8 Tons per Cubic Yard. Only accepted work will be measured for payment and the computation of the quantity thereof will be based on the area within the limiting dimensions designated on the plans, in the contract or established by the engineer.

Basis of Payment.

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
20230	Heavy Riprap	Tons

Payment is full compensation for excavation and preparation of the bed, including backfilling and disposal of surplus material; furnishing and placing Heavy Riprap, for restoring the site of the work; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 20233 – RIPRAP FILTER FABRIC TYPE HR

Description

The work shall consist of placing Geotextile Fabric Type HR at the abutments or other riprap locations in accordance with the plans and these specifications.

Materials

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

Construction Methods

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

Method of Measurement

Geotextile Fabric Type HR, delivered and installed, will be measured by the square yard. Only accepted work will be measured for payment and the computation of the quantity thereof will be based on the area within the limiting dimensions designated on the plans, in the contract or established by the engineer.

Basis of Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
20233	Riprap Fabric Type HR	SY

Payment is full compensation for excavation and preparation of the bed, including backfilling and disposal of surplus material; furnishing and placing Geotextile Fabric Type HR, for restoring the site of the work; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 20326 – REMOVE FENCE

DESCRIPTION

All work under this bid item shall be completed in accordance with Section 203 of the Standard Specifications and as provided herein.

The approximate length of fence to be removed is indicated on the plans. This work shall also include modifying the remaining fence by providing a new end section and end post where necessary. Existing fence fabric and hardware which can be salvaged in good condition may be used to construct the end section. Any new materials necessary to complete the installation, including posts and foundations, shall substantially match or exceed the existing fence with respect to material strength and thickness, post embedment and finish.

METHOD OF MEASUREMENT

Remove Fence will be measured along the existing fence from end post to end post of the new fence, not including any work beyond these limits to construct new end posts for the existing fence to remain, as described above.

BASIS OF PAYMENT

Remove Fence will be paid at the contract price per Linear Foot, which shall be full payment for removing a portion of the existing fence and establishing a new end post(s) as described, including salvaging or disposal of removed materials and furnishing all new materials necessary to properly support the remaining existing fence.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 Edition Article 203.2c, any pipe found in a trench that is less than 10" inside diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 20401 and 20403 – CLEARING AND GRUBBING

DESCRIPTION

Work under these items consists of the clearing and grubbing of individual trees shown on the plans for removal or trees removed at the direction of the Construction Engineer or City Forester.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

CONSTRUCTION METHODS

Contractor shall mark the removals in the field and shall review the individual trees to be removed with the Construction Engineer prior to removing them. The construction Engineer and /or Forester may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked and if necessary silt fence, construction fencing or other marking used to ensure that they are not damaged.

METHOD OF MEASUREMENT

Clearing and Grubbing will be measured by Inch-Diameter as provided in the Standard Specifications. Only trees with a 3-inch or greater diameter, measured approximately 4.5 feet above ground level will be measured.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, will be paid at the contract price per Inch-Diameter, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 21002 – EROSION CONTROL INSPECTION

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

BID ITEM 40101 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1

DESCRIPTION

Work under this item consists of constructing a sub-base in the locations and to the depth and widths shown on the plans.

CONSTRUCTION METHODS

Excavate to a depth required to provide the aggregate sub-base, base course and asphalt pavement thickness shown on plans. Prepare subgrade, place and compact crushed aggregate in accordance with Section 401.2 of the Standard Specifications.

MEASUREMENT AND PAYMENT

This item will be measured and paid for in accordance with Section 401.3 of the Standard Specifications supplemented as follows: Contract unit price for Crushed Aggregate Base Course, Gradation No. 1 shall be considered full payment for layout of the lines and grades, preparation of the subgrade, furnishing, placing and compacting aggregate. Base course and HMA pavement above the sub-base will be paid for separately under the appropriate items.

BID ITEM 40301 – FULL WIDTH GRINDING

DESCRIPTION

This work shall consist of milling or "cold planning" of existing asphalt surface to a nominal depth of two (2) inches to establish a new surface profile, in accordance with Section 403.2 of the Standard Specifications.

CONSTRUCTION METHODS

The depth of grinding will vary to create the finish grades shown on plans and details. To the extent practical the grinding depth shall be adjusted to allow for a 2-inch thick asphaltic surface, but in no case shall the new surface thickness be less than 1.75 inches. The approximate limits of grinding are shown on the plans. Exact limits will be established by the Construction Engineer.

METHOD OF MEASUREMENT

Full Width Grinding will be measured as the actual area of asphalt pavement remaining, generally bounded by saw cuts of existing pavement, acceptably completed.

BASIS OF PAYMENT

This work will be paid at the contract price for Full Width Grinding per Square Yard, in accordance with Section 403.2 of the Standard Specifications.

ARTICLE 501 STORM SEWER STRUCTURES

501.1 Description

STORM SEWER GENERAL

The storm sewer designer for this project is Corey Stelljes. He may be contacted by phone at (608) 266-9721 or by email at cstelljes@cityofmadison.com.

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/her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the contractor's responsibility and shall not be compensated.

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

If there are structures where the pipe walls are to be poured into the structure roof or 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.

Coordination with Olbrich Gardens

Storm sewer structures RS-6 and S-8 are located within the boundaries of Olbrich Gardens. The contractor is expected to access these structures from the Capitol City Path. The contractor shall remove and replace a section of the chain link fence in order to gain access.

There are two existing Arbor Vitae trees that will be impacted by storm sewer work. Olbrich Gardens intends to remove these trees with a tree spade, move them to an alternate location, and reinstall the trees after this section of storm sewer is complete. The contractor shall coordinate with Olbrich Gardens on the tree removal and shall provide a minimum of 2 weeks notice prior to starting storm sewer work in this area. The contact for Olbrich Gardens is:

Jeff Epping
Director of Horticulture
Olbrich Botanical Gardens
3330 Atwood Avenue
Madison, WI 53704
(608) 245-5790 fax
(608) 246-4683 office
jepping@cityofmadison.com

Upon starting work the contractor shall have no more than 14 calendar days to complete the storm sewer work inside Olbrich Gardens, restore the area, replace the section of chain link fence, and again notify Olbrich Gardens that work is complete.

SANITARY SEWER GENERAL

The Sanitary Sewer designer for this project is Corey Stelljes. He may be contacted at (608) 266-9721 or cstelljes@cityofmadison.com.

MMSD Sewer Access Structures:

There are several sewer access structures belonging to MMSD on the project. Some of these are to be adjusted. Sanitary Sewer casting adjustments are included as part of the project as shown on the plans. Contractor shall coordinate operations with the MMSD. MMSD will supply a rubber adjustment ring and new casting. Contact Ray Schneider (608)347-3628, rays@madsewer.org, 5 days prior to adjusting the manhole casting to grade.

BID ITEM 50795 PRIVATE STORM RECONNECT TYPE 2

Madison Kipp Corporation private storm lateral

Madison Kipp Corporation has a private storm sewer lateral that connects to existing storm sewer structure RS-13. This is known to be a force main used to discharge water used in a private industry process and has been approved to discharge to the City of Madison storm sewer system. Maximum discharge volume for this lateral is 45 GPM. This item shall include all work, materials, labor and incidentals necessary to control of all water discharged from the pipe.

Olbrich Park storm lateral

Madison Parks Division has a storm sewer lateral that connects to the City storm sewer system approximately 10 feet upstream of structure RS-3. This storm sewer lateral is currently tapped into the wall of existing pipe RP-5. This pipe RP-5 shall be removed. The existing private storm sewer lateral shall be located and removed back to a point further upstream than the crossing of the proposed storm sewer. It shall then be connected to either existing inlet 6041-048 or proposed structure S-4.

BID ITEM 90001 – CONCRETE CURB AND GUTTER 36-INCH, SPECIAL

DESCRIPTION

Work under this item consists of constructing concrete curb and gutter in the location shown and in accordance with the details provided in the plans. All work and materials shall in accordance with the applicable provisions of Article 302 of the Standard Specifications for concrete curb and gutter, and as provided herein.

CONSTRUCTION METHODS

Saw cut existing hard surfaces a minimum of 1 foot behind the back of proposed curb and remove existing pavement and base to subgrade elevation. Care shall be taken in removing the materials to not unnecessarily disturb subgrade beneath it. Any materials disturbed below subgrade level shall be

removed by hand or with a smooth bucket, backfilled with crushed aggregate base and mechanically compacted.

Place and compact base course for full width of excavation. Form and construct concrete curb and gutter to the lines and grades shown on plans and details as a monolithic concrete pour. Finish the exposed face of the back of curb the same as all other exposed surfaces.

MEASUREMENT

This item, acceptably placed and finished, will be measured along the face of curb in Linear Feet, which will include transition sections at either end and modified section for the sidewalk curb opening.

PAYMENT

This work, measured as provided, will be paid for at the contract unit price per linear foot for Concrete Curb and Gutter 36-inch, Special, which shall be considered full payment for preparation of the base, furnishing and finishing concrete to the dimensions and shapes shown on the plans and all incidentals as provided in Section 302 of the Standard Specifications.

Saw cutting will be paid for separately. Removal of asphalt and base to subgrade will be considered included in Excavation Cut. Any cost to remove disturbed soil, backfill and compact will be considered incidental to this item.

BID ITEM 90003 – FENCE CHAIN LINK, 6-FT GALVANIZED

DESCRIPTION

This work shall consist of furnishing and installing a chain link fence in accordance with the applicable portions of Section 616 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition (WisDOT Standard Specifications) and these provisions.

MATERIALS

Fence materials shall conform to section 616.2.3 of the WisDOT Standard Specifications with the following exceptions:

The fabric shall be 9 gauge, steel core with a 2-inch mesh size provided this material reasonably matches the existing fencing material. If there is a visible difference, the Contractor shall request guidance from the Construction Engineer prior to delivering materials to the site.

CONSTRUCTION

Details shall generally conform to WisDOT Standard Detail drawing 15B3 Sheet b: Chain Link Fence.

MEASUREMENT

Fence Chain Link, 6-FT Galvanized will be measured by the linear foot acceptably completed, measured from center to center of end posts at the ground line.

PAYMENT

Fence Chain Link, 6-FT Galvanized, measured as provided above, will be paid for at the contract unit price per linear foot. Payment will be full compensation for furnishing, erecting, tensioning, including any modifications necessary to match and provide continuity with the existing fence to remain, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90006 - TREE PROTECTION

DESCRIPTION

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

There are trees which, because of their proximity to the construction, their susceptibility to damage and/or their importance to the landscape, warrant additional protective measures. Such trees are shown on the plans or will be designated in the field by the Construction Engineer. Contractor shall take extra precautionary measures to protect such trees as provided herein.

MATERIALS

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch min to 3 inch max
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Posts shall be conventional metal "T" or "U" shaped posts

CONSTRUCTION METHODS

All trees to be protected shall be flagged with yellow ribbon tied around trunk, not by paint. Erect and maintain construction fencing between the construction area and the trees a minimum of 5 feet from trunks. Support construction fence on posts spaced no more than 7 ft apart driven 12 to 18 inches.

Trees may be individually fenced or fencing may be extended longitudinally to protect several trees. Fencing must extend a minimum of 15 feet beyond the tree or group of trees to be protected in both directions longitudinal to the reference line, or as directed to clearly separate the construction activity from the tree or trees.

All rough grading, excavation or trenching within the drip line of protected trees shall be done under the supervision of a City of Madison Forestry representative. Contractor shall notify the Construction Engineer a minimum of two working days in advance of any such work to arrange for the Forestry representative to be present. Where it is likely that grading or trenching will encounter roots of a protected tree greater than 1 inch in diameter, the roots shall be exposed by hand and the Forestry representative will determine where to sever root(s). Roots shall be cut cleanly with a saw or ax.

If in the opinion of the Forestry representative excavation to subgrade as shown on the plans cannot be done without unacceptable damage to trees to be protected, the Construction Engineer may request a reduced base thickness or other modifications to reduce damage to the tree. Likewise, excavation below subgrade (undercutting) may be deleted as directed by the Construction Engineer in certain locations where necessary to protect trees. Any horizontal alignment modifications shall be made only in consultation with the Design Engineer.

If it is necessary in the opinion of the Construction engineer to remove additional overhanging branches of protected trees, the contractor may prune the trees for crown cleaning and raising as defined by ANSI A3000 for Tree Care Operations. Such work shall be done under the supervision of the Forestry representative.

METHOD OF MEASUREMENT

Tree Protection will be measured as complete units of work for each individual tree designated for protection, flagged and protected as provided herein. Any tree which is damaged in any way as a result of insufficient care on the part of the Contractor or failure to implement the measures provided above will not be measured for payment. In addition, damages may be assessed in accordance with Article 107.2 of the Standard Specifications.

BASIS OF PAYMENT

Tree Protection, measured as provided above, will be paid for at the contract price each, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work including furnishing, erecting, maintaining and removing safety fencing, hand excavating and cutting of roots and trimming of branches, coordination with City Forestry and all labor, materials, equipment and incidentals necessary to complete the work. 50% of the bid price for Tree Protection will be paid after installation of fencing and 50% of the bid price will be paid after removal of fencing and completion of operations with potential to damage trees.

BID ITEM 90010 – TURBIDITY BARRIER

DESCRIPTION

A turbidity barrier shall be installed per the Wisconsin Department of Natural Resources Conservation Practice Standard 1069 (http://dnr.wi.gov/topic/stormwater/documents/TurbidityBarrier_1069_.pdf). Work includes installation, maintenance and removal of the barrier.

METHOD OF MEASUREMENT

Turbidity Barrier shall be measured by the linear foot acceptably installed.

BASIS OF PAYMENT

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

BID ITEM 90021– REMOVING OLD STRUCTURE STATION 38+71

Description

This work shall consist of removing and disposing of the existing steel truss bridge, concrete abutments and concrete approach slabs located at the proposed bridge site.

Conform to Section 203 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition as modified in this special provision.

Add the following to standard spec 203.3.6.1 Removing Old Structure Over Waterway

Remove the existing Pedestrian Structure over Starkweather Creek conforming to the contractor's approved structure removal and clean-up plan. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. Remove large pieces of the structure within 36 hours.

Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:

1. Methods and schedule to remove the structure.
2. Methods to control potentially harmful environmental impacts.
3. Methods for removing abutments. Blasting is prohibited.
4. Methods for cleaning the waterway or wetlands.

If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Method of Measurement

Removing Old Structure Station 38+71 will be measured as a single unit of work, acceptably completed.

Basis of Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90021	Removing Old Structure Station 38+71	LS

Payment is full compensation for breaking down, removing, and disposing of the existing structure and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work

BID ITEM 90022 – PILING CIP CONCRETE 10.75 X 0.5 INCH

Description

The work shall consist of providing Piling CIP Concrete 10 3/4 X 0.5 Inch delivered and installed for the bridge as shown on the drawings.

Materials

Piling CIP Concrete 10 3/4 X 0.5 Inch shall conform to Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition.

Construction Methods

Piling CIP Concrete 10 3/4 X 0.5 Inch shall be constructed as shown on the drawings and as specified in Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition.

Method of Measurement

Piling CIP Concrete 10.75 X 0.5 Inch will be measured by the linear foot acceptably completed.

Basis of Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90022	Piling CIP Concrete 10.75 X 0.5 Inch	LF

Payment is full compensation for providing piling and splices including fabricating, delivering, preparing, splicing, cutting of piling, and disposing of pile cutoffs not used; furnishing and placing concrete; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

ITEM 90023 - REINFORCED CONCRETE BRIDGE ABUTMENTS, WINGWALLS, AND RETAINING WALL

Description

The work shall consist of providing reinforced concrete abutments, wingwalls, and retaining wall as shown on the drawings. This bid item includes Excavation for Structures; Backfill Structures, Concrete Masonry Bridges, Bar Steel Reinforcement HS Bridges, Rubberized Membrane Waterproofing, and Pipe Underdrain Wrapped 6-Inch.

Materials

BACKFILL STRUCTURE: Backfill Structure shall conform to Section 210 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

CONCRETE: Concrete shall conform to Sections 501 and 502 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. All concrete shall be Grade A, A-FA, A-S, A-T, A-IS, or A-IP.

BAR STEEL REINFORCEMENT HS BRIDGES: High strength bar steel reinforcement shall conform to Section 505 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

RUBBERIZED MEMBRANE WATERPROOFING: Rubberized Membrane Waterproofing shall conform to Section 516 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

PIPE UNDERDRAIN WRAPPED 6-INCH: Pipe Underdrain Wrapped 6-Inch shall conform to Section 612 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

Construction Methods

EXCAVATION FOR STRUCTURES: Backfill Structure shall conform to Section 206 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

BACKFILL STRUCTURE: Backfill Structure shall conform to Section 210 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

CONCRETE: Concrete shall conform to Sections 501 and 502 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Dewatering the formwork prior to the footing pour, if necessary, shall be included in this bid item.

BAR STEEL REINFORCEMENT HS BRIDGES: High strength bar steel reinforcement shall conform to Section 505 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

RUBBERIZED MEMBRANE WATERPROOFING: Rubberized Membrane Waterproofing shall conform to Section 516 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

PIPE UNDERDRAIN WRAPPED 6-INCH: Pipe Underdrain Wrapped 6-Inch shall conform to Section 612 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

A notch shall be provided in the concrete abutment paving block so that the steel sliding plate over the expansion gap is flush with the top of the abutment backwall.

Measurement

Reinforced Concrete Bridge Abutments, Wingwalls, and Retaining Wall will be measured as a single unit of work for the structure where the abutments, wingwalls, and retaining wall are satisfactorily furnished and installed.

Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90023	Reinforced Concrete Bridge Abutments, Wingwalls, and Retaining Wall	LS

Payment is full compensation for Excavation for Structures; Backfill Structures, furnishing and installing Concrete Masonry Bridges including providing forms and falsework; for furnishing, placing, finishing, curing, and protecting concrete and for measuring and evaluating concrete strength including fabricating and testing cylinders, and evaluating maturity; furnishing and installing Bar Steel Reinforcement HS Bridges; furnishing and installing Rubberized Membrane Waterproofing; and furnishing and installing Pipe Underdrain Wrapped 6-Inch; and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work.

BID ITEM 90024 – PREFABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED

A DESCRIPTION

A1 Description

The work shall consist of furnishing a fully-engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transporting and erecting it on abutments, as shown in the plans, in accordance with Part 5 of the WisDOT 2015 Standard Specifications and as provided herein. These specifications shall be regarded as minimum standards for design and construction. The work includes reinforced concrete deck, stay-in-place formwork, bearings, shim plates, leveling grout, masonry anchor bolts, rail connections, and sliding plate at expansion joints as shown in the plans and described herein.

A2 Approved Manufacturers

The superstructure shall be designed and manufactured by one of the following:

Continental Bridge
8301 State Hwy. 29N
Alexandria, MN 56308
(800) 328-2047

Echo Bridge, Inc.
P.O. Box 89
Elmira, NY 14902
(607) 734-9456

Steadfast Bridge Company
4021 Gault Ave. South
Fort Payne, AL 35967
(800) 749-7515

Big R Manufacturing LLC
P.O. Box 1290
Greeley, CO 80632-1290
(800) 234-0734

Wheeler Lumber LLC
9330 James Ave. South
Bloomington, MN 55431
(800) 328-3986

Anderson Bridges
111 Willow St.
Colfax, WI 54730
(715) 962-2800

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date.

A3 Plan Requirements and Submittals

Submit four sets of prints of the superstructure plans and one set of design computations to the engineer for acceptance. Make submittals to:

City of Madison, Engineering Division
Attn: Anthony Fernandez
210 Martin Luther King Jr Blvd, Room 115
Madison, WI 53703
AFernandez@cityofmadison.com

Make submittal no later than **four (4) weeks** after date of notice of contract approval. Allow the following time period in the construction schedule: 10 working days after the first receipt of plans by the City of Madison for a complete initial review of the design and plans submittal, and an additional 5 working days for any necessary revisions and/or corrections.

Include in the submittal the following:

1. Basic design criteria shown on the design plans.
2. Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, bearing assembly details, anchor bolt locations, concrete deck reinforcement, design data, materials data, and dead and live load bearing reactions.
3. Engineer's certification. The plans shall be sealed, signed and dated by a Professional Engineer registered in the State of Wisconsin.
4. One set of design calculations with independent checks.

One set of prints from this submittal, and any subsequent submittals, will be returned to the Contractor, either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in fabrication and construction.

B MATERIALS

B1 Prefabricated Steel Truss Bridge Superstructure

Structural design of the pedestrian steel truss superstructure shall be by a Professional Engineer registered in the State of Wisconsin.

Design the superstructure in accordance with the 17th Edition of the AASHTO Standard Specifications for Highway Bridges, all current interims, and the AASHTO Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

The bridge superstructure shall be a "Half-H" shape truss with profile as shown on the plans with one diagonal per panel and square end vertical members. The top of the finished concrete deck surface shall match the profile as supplied in the plans plus a minimal camber for dead load as described below. An underhung pony truss with floor beams hung under the lower chords will not be allowed.

The bridge shall be constructed of unpainted weathering steel.

All fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing, ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes ($F_y=50,000$ psi) with a minimum corrosion index of 5.8 per ASTM G101.

Design welded tubular connections in accordance with the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact testing will not be required. Loading shall be as stated in Article 1.2 of the AASHTO Guide Specifications for Design of Pedestrian Bridges. The bridge superstructure shall be a half-through truss. Chords, diagonals, verticals, bracing, and floor beams may be tube steel. Tube steel shall have a minimum thickness of 1/4-inch. All other steel shapes shall have a minimum thickness of 5/16-inch. Field splices shall be bolted with ASTM A325 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A325 or A490 Bolts". Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of the spliced tubing so that each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point.

Camber the bridge to follow the path profile plus the calculated dead load deflection.

Concrete bridge decks shall be continuous over the floor beams and supported by 20-gauge, 1.5 to 2.0 inch deep corrugated galvanized steel stay-in-place deck forms. The minimum slab thickness shall be 5.5 inches measured from the bottom of the deck form. Design the longitudinal reinforcing steel in the slab based on a wheel load from the design truck located one foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls. The design truck shall be a 20,000-pound four-wheeled vehicle (no impact allowance is required) with 60% to rear axle loading, 120" wheelbase, and 72" tire track.

The total depth of the structure measured from top of the finished concrete deck to the bottom of the bearing pad shall not exceed 2'-4". This dimension shall be verified by the contractor.

Concrete strength (f'_c) shall be 4,000 psi and F_y of bar steel shall be 60,000 psi. The maximum unit weight of the deck concrete shall be 120 pcf. Use a design dead load of 120 pcf. Use load factors of 1.3 for dead load and 1.75 for live load for the design of the concrete slab. Minimum concrete cover shall be 2 inches for top reinforcement and 1 inch for bottom reinforcement. Design the bridge for expansion and contraction with a temperature range of -30° F to 120° F. Utilize teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

The top chords and end verticals shall be offset 1-1/2" from the interior verticals and diagonals so that the rails and rub rail are flush with the top chords and end verticals.

HSS horizontal rails shall be incorporated into the truss as shown on the plans.

The bridge fabricator shall provide a lpe rub rail under this bid item. The rub rail shall be a 1"x 5-1/2" (actual size) naturally durable hardwood lpe (Tabebuia Spp Lapacho Group) rubrail. Rubrail shall be partially air dried to a moisture content of 15% to 20%, shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.04 inches. Ends of each piece shall be sealed with "Anchorseal" Mobil CER-M or an equal aqueous wax log sealer. Connections for the rail shall be provided under this bid item. Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The height of the rubrail shall be centered at 36" above the top of the deck. The span of the rubrail from centerline to centerline of support shall not exceed 6'-6".

The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

The bridge shall be supplied with steel sliding plates at the ends of the bridge as shown on the plans, to be installed by the contractor when the concrete deck is poured. The cover plates are to bridge the gap between the concrete deck and the concrete abutments. A notch shall be provided in the concrete abutment so the steel plate is flush with the top of the abutment backwall.

Shim plates shall be provided by the contractor in order to level the bridge. The shim plates shall be supplied of varying thicknesses and shall match the size of the bearing plate and bolt pattern on the bearing plate.

Anchor bolts shall be supplied and installed by the contractor as recommended by the prefabricated bridge manufacturer.

B2 Weld Testing

An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non intersecting welds which develop 75% of the spliced member strength.

Submit a written testing report upon completion.

C CONSTRUCTION

C1 Delivery and Erection: Deliver the bridge by truck to the location that is nearest to the site and accessible by road. The Contractor is responsible for unloading the bridge from the truck at the time of arrival.

The manufacturer shall notify the Contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the Contractor as soon as possible.

The manufacturer shall advise the Contractor of the actual lifting weights, attachment points, anchor bolt size, length, embedment depth, pattern and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the Contractor. The procedure for bolting field splices shall be given to the Contractor by the manufacturer.

The sliding plate on each end of the bridge shall be placed after the concrete deck has been poured and before initial set unless it can be held in place prior to the concrete pour and concrete can be placed under the cover plate sufficiently.

Shim plates shall be used at the bearing pads in order to provide level placement of the bridge. Some grinding of the bearing area at the existing abutments may be required to provide a smooth and level bearing area.

Anchor bolt pattern shall be supplied by the prefabricated bridge manufacturer. Anchor bolts shall be installed per manufacturer's recommendations and to the proper embedment depth.

C2 Finishes: The steel for the prefabricated steel truss shall be unpainted A588 Weathering Steel.

Blast-clean all exposed surfaces of weathering steel in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers if used, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the bottom chord do not need to be blasted.

D METHOD OF MEASUREMENT

Prefabricated Steel Truss Bridge Furnished and Installed will be measured as single lump sum unit, completed and accepted.

E PAYMENT

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90024	Prefabricated Steel Truss Bridge Furnished And Installed	LS

Payment is full compensation for designing, manufacturing, weld testing, blast cleaning, transporting and erecting the steel truss, providing and installing sliding plates, providing and installing stay-in-place formwork and reinforced concrete deck, providing and installing shim plates as required, furnishing bearing plates, pads, anchor bolts, anchors bolts, and grout, providing and installing connections for railings; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

BID ITEM 90025 – REINFORCED CONCRETE APPROACH SLABS

Description

The work shall consist of providing reinforced concrete pavement approach slabs as shown on the drawings.

Materials

Reinforced Concrete Approach Slabs shall conform to Sections 415, 501, 502, and 505 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition.

Construction Methods

Reinforced Concrete Approach Slabs shall be constructed as shown on the drawings and as specified in Section 415 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition.

The concrete for the approach slabs shall be designed to meet a minimum compressive strength of 3500 psi.

Method of Measurement

Reinforced Concrete Approach Slabs will be measured by the square yard acceptably completed.

Basis of Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90025	Reinforced Concrete Approach Slabs for South Bridge	SY

Payment is full compensation for providing the concrete, bar steel reinforcement, and jointing materials; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 90026 - STEEL RAILING

A Description

This special provision describes fabricating, galvanizing, painting and installing steel railing on the concrete wingwalls in accordance with Sections 506, 513 and 517 of the 2015 Standard Specifications and the plan details, as directed by the Engineer, and as hereinafter provided.

B Materials

All materials for the steel railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat paint system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

This item includes base plates and masonry anchors.

Base plates shall conform to ASTM A709 Grade 36

Steel Tubes shall conform to ASTM A500 Grade B

All welds shall be 3/16 inch fillet welds with E70XX electrodes unless otherwise noted.

Post based plates shall be flat with all surfaces smooth and free from warp and all edges smooth, straight and vertical. All plate cuts shall be machine or machine flame cut.

Fill bolt slot openings in post shims and base plate with non-staining gray, non-bituminous joint sealer.

Steel post shims may be used under posts where required for alignment.

Mounting hardware shall conform to ASTM 325.

B1 Coating System

B1.1 Galvanizing

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

B1.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not

fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applier. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the Engineer.

			Dry Film Minimum Thickness	Min. Time ¹ Between Coats
Manufacturer	Coat	Products	(mils)	(hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 847.330.1562	Tie	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
<u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144 314.644.1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1
	Top	Carbothane 133 LH(satin)	4	NA
<u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 253.850.2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B1.3 Color

The top coat shall be black (federal color 27038)

B2 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of

materials is in conformance with these specifications. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the Engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the Engineer.

C2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

C3 Installation

The top of rail height shall be 4'-0" feet above the deck surface. The rail will be attached to the steel bridge with connections provided by the bridge manufacturer.

The rail at the concrete wingwalls and shall include be installed with masonry anchors.

D Measurement

Steel Railing will be measured by the linear foot along the centerline of the rail, completed and accepted.

E Payment

This work, measured as provided, will be paid for at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90026	Steel Railing	LF

Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs; furnishing and installing base plates and masonry anchors, and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work.

BID ITEM 90031 – STORM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project. The Contractor shall take all necessary steps to protect the new and existing storm mains from damage during construction and to accommodate the existing flows during construction.

This item includes all storm control necessary for all aspects of the Construction.

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project to minimize damage to the treatment structure during installation of the structure and during concrete cure times.

METHOD OF MEASUREMENT

Storm Control shall be measured by the lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Storm Control shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90032 - 33 INCH RCP STORM SEWER PIPE; ITEM 90033 - 33 INCH RCP AE; AND ITEM 90034 - 33 INCH RCP AE GATE

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals to install 33 INCH RCP storm sewer pipe, apron endwall, and endwall gate in accordance with ARTICLE 504 of City of Madison Standard Specifications for Public Works Construction 2015 Edition.

MEASUREMENT AND PAYMENT

Items shall be measured and paid for in accordance with ARTICLE 504.4 of the City of Madison Standard Specifications for Public Works Construction 2015 Edition for the corresponding RCP items of different diameters.

BID ITEM 90070 – ADJUST SAS SPECIAL

DESCRIPTION

This special provision describes adjusting sanitary sewer access structure castings as called for on the plan set to the final proposed grades. This bid item is required because the casting adjustment is greater than 9" of vertical adjustment to set the casting to the final grade or the chimney was determined to be in poor condition. Manhole adjustments less than 9" shall be paid for separately under standard bid item 20501 Adjust Sewer Access Structure. If the manhole being adjusted is a poured in place structure, the maximum vertical adjustment of 9" will not apply.

The contractor shall furnish precast concrete barrel sections and manhole adjustment rings meeting the requirements City of Madison Standard Specifications for Public Works Construction 2015 Edition.

The contractor shall remove adjustment rings and install concrete barrel sections. The maximum allowed adjustment on the Sewer Access Structure shall not exceed 9 inches and the final configuration of the structure shall be in accordance of SDD 5.7.2 and 5.7.15 of the City of Madison Standard Specifications for Public Works Construction 2015 Edition. If the sewer access structure being adjusted is a poured in place structure (4 x 4, 5 x 5, 6 x 6), a 4' diameter barrel sections shall be installed on top of the roof of the poured in place structure. Trowelable mastic shall be placed on the poured in place manhole rooftop and a concrete collar around where the barrel section connects to the manhole. The barrel section shall be centered over the casting opening. If the existing casting is offset, the rooftop shall be sawcut to create an opening centering the barrel section on the manhole structure.

METHOD OF MEASUREMENT

Adjust SAS Special shall be measured by each unit, acceptably completed.

BASIS OF PAYMENT

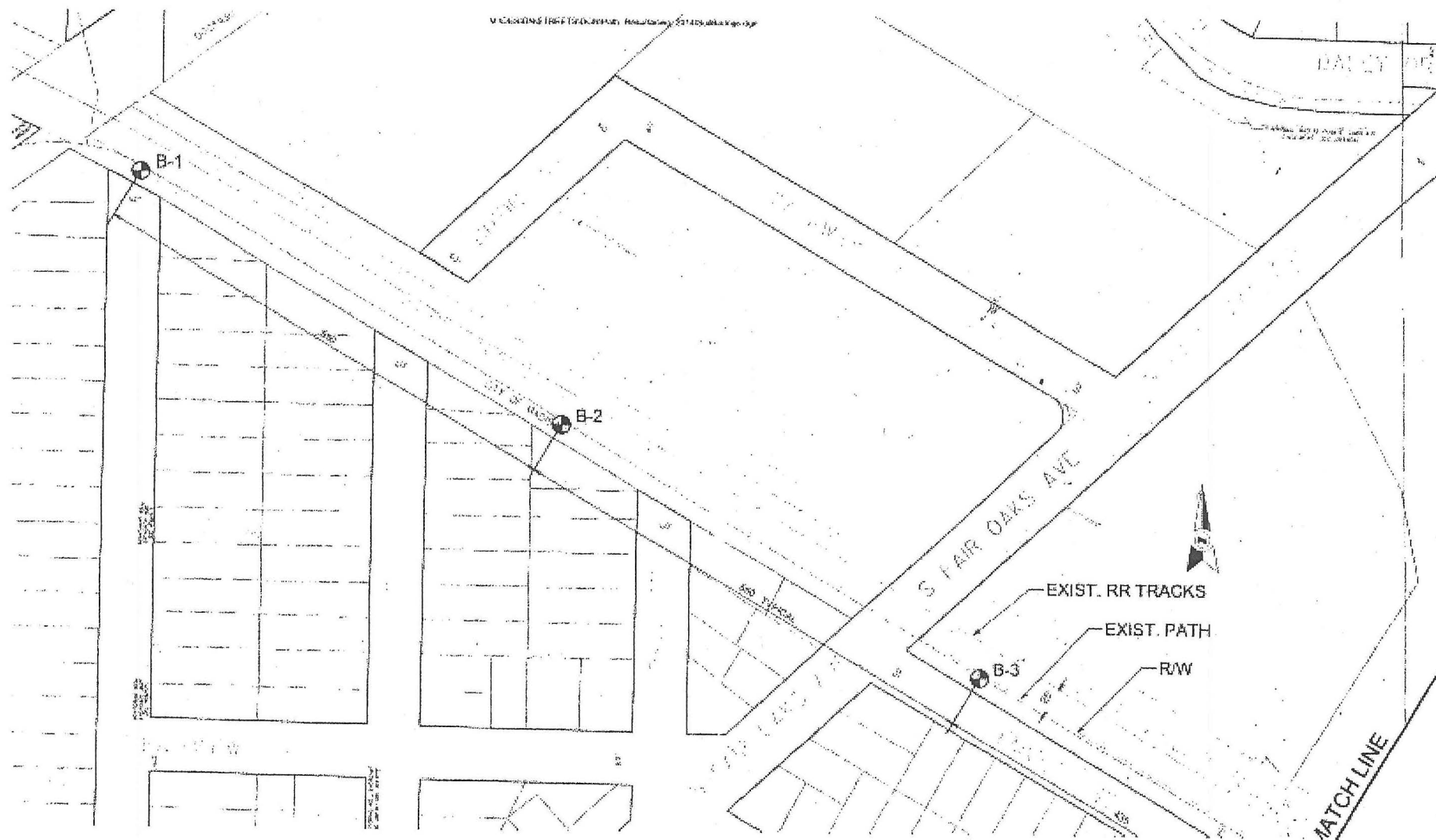
Adjust SAS Special shall be measured as described above and shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description. Payment is full compensation removing existing covers, frames, adjustment rings, cone sections, and barrel sections; for installing barrel sections; for re-installing and rotating existing offset cone sections; and for installing adjustment rings, frames and covers all in accordance to Article 507 of the City of Madison Standard Specifications for Public Works Construction 2015 Edition, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work. If necessary sawcutting the roof, installing mastic and concrete collars shall be considered incidental to this bid item.

BID ITEM 90035 – 3'X6' STORM SAS**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals to provide and install al 3X6' storm sewer access structure, shown on the plans as S-14B, in accordance with ARTICLE 504 of City of Madison Standard Specifications for Public Works Construction 2015 Edition and as specified herein.

MEASUREMENT AND PAYMENT

This work will be measured and paid for in accordance with Article 504.4 of the Standard Specifications at the contract unit price per each for 3'x6' Storm SAS.



Legend



Denotes Boring Location (approximate)



Notes

1. Soil Borings performed by Soil Essentials in December 2013

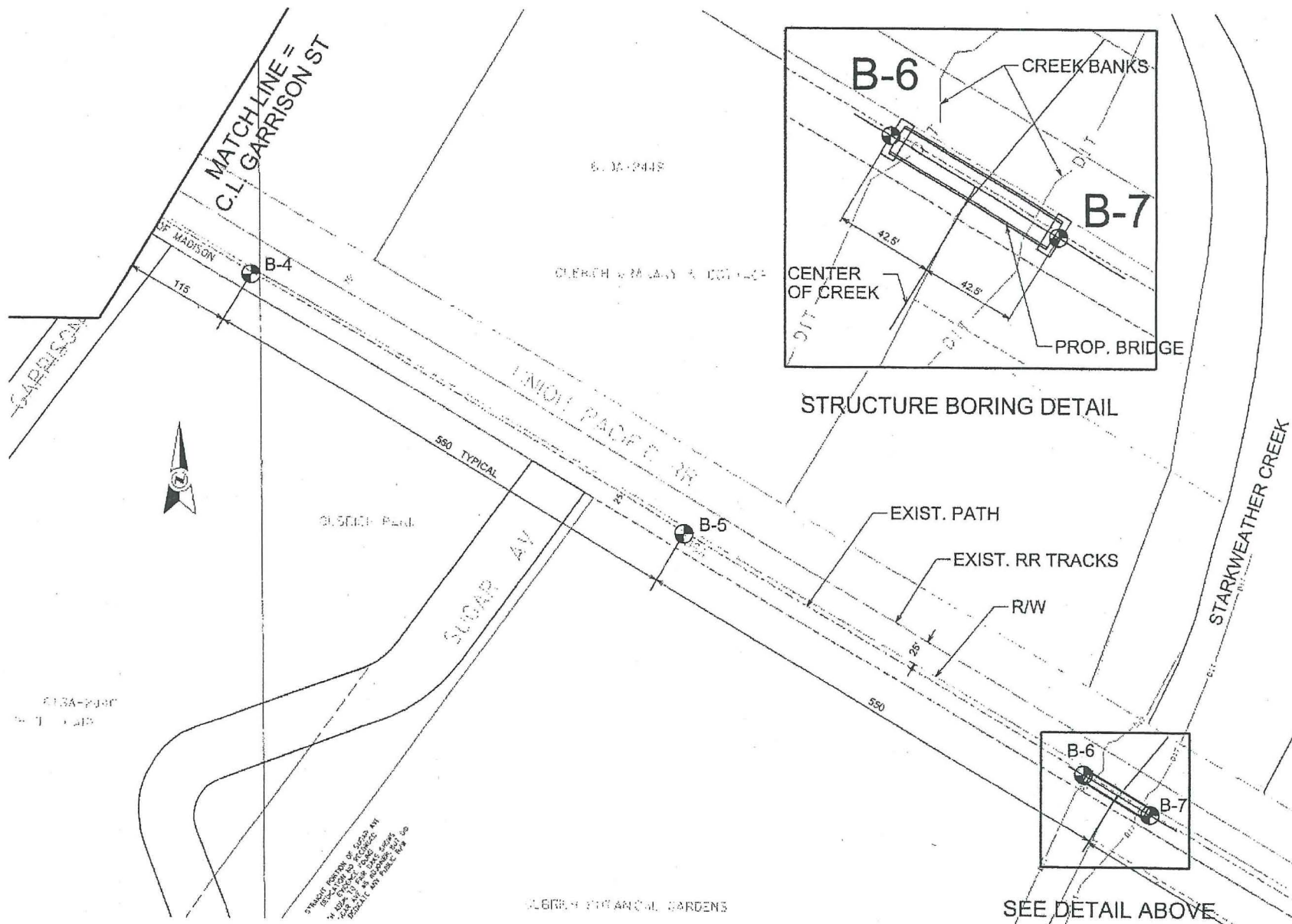
Scale: Reduced

Date:
1/2014

Job No.
C13064-23

CGC, Inc.

SOIL BORING LOCATION MAP (1 of 3)
Capital City Trail
Madison, Wisconsin



Legend



Denotes Boring Location (approximate)

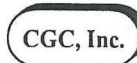
Notes

1. Soil Borings performed by Soil Essentials in December 2013

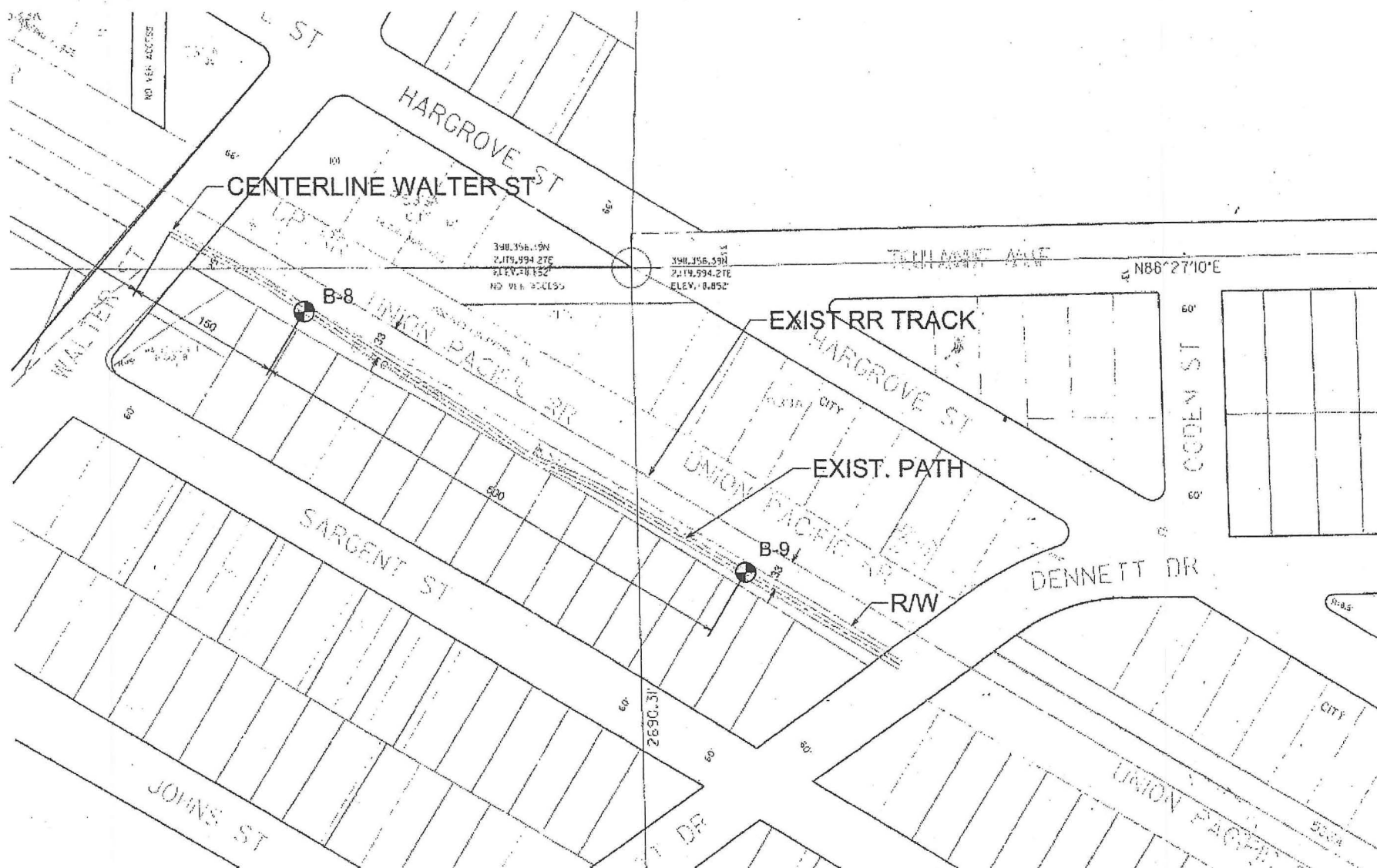
Scale: Reduced

Date:
1/2014

Job No.
C13064-23



SOIL BORING LOCATION MAP (2 of 3)
Capital City Trail
Madison, Wisconsin



Legend



Denotes Boring Location (approximate)



Scale: Reduced

Notes

1. Soil Borings performed by Soil Essentials in December 2013

Date:
1/2014

Job No.
C13064-23

CGC, Inc.

SOIL BORING LOCATION MAP (3 of 3)
Capital City Trail
Madison, Wisconsin

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

LOG OF TEST BORING

Project **Capital City Trail**

Location **Madison, Wisconsin**

Boring No. **B-2**

Surface Elevation (ft)

Job No. : C13064-23

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1		18	M	17*	<div><div></div></div>	FILL: Black Clayey Topsoil to 0.5' Brown Silty Sand and Gravel to 1.25' Brown Clay with Traces of Gravel and Sand to 3'	(2.0)				
2		0	M	3		Brown Sandy Clay with Trace Gravel to 5 ft					
						End of Boring at 5 ft Borehole backfilled with bentonite chips * Sample 1 partially frozen					

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____

Time After Drilling _____

Depth to Water _____

Depth to Cave in _____

GENERAL NOTES

Start 12/30/13 End 12/30/13

Driller SE Chief DAP Rig 7822DT

Logger **DAP** Editor **ESF**

Drill Method **2 1/4" HSA; Autohammer**

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



LOG OF TEST BORING

Project Capital City Trail
Location Madison, Wisconsin

Boring No. B-3
Surface Elevation (ft) _____
Job No. C13064-23
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
					4.5 in. Asphalt Pavement/11 in. Base Course					
1	18	M	18*		FILL: Brown Silty Sand to 3 ft					
					Mix of Brown Clay, Silty Sand and Gravel to 5 ft					
2	14	M	6							
					End of Boring at 5 ft					
					Borehole backfilled with bentonite chips					
					* Sample 1 partially frozen					

WATER LEVEL OBSERVATIONS

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

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

GENERAL NOTES

Start 12/30/13 End 12/30/13
Driller SE Chief DAP Rig 7822DT
Logger DAP Editor ESF
Drill Method 2 1/4" HSA; Autohammer

LOG OF TEST BORING

Project Capital City TrailLocation **Madison, Wisconsin**

Boring No. **B-4**

Surface Elevation (ft).....

Job No. **C13064-23**

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
						FILL: Dark Brown to Black Clayey Topsoil to 0.5 ft					
1		2	M	4		Brown Crushed Aggregate to 1.75 ft					
						Dark Gray Clay to 4.5 ft					
2		2	M	3			(1.0)				
						Very Loose, Black Sedimentary to Fibrous PEAT					
					5	End of Boring at 5 ft					
						Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling	<u> </u> NW	Upon Completion of Drilling			
Time After Drilling	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Depth to Water	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Depth to Cave in	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

GENERAL NOTES

Start 12/30/13 End 12/30/13
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2 1/4" HSA; Autohammer

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES						
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI	
						FILL: Brown Silty Fine Sand and Gravel to 1.25 ft Brown and Dark Brown Clay to 3.0 ft						
1		12	M	10*								
						Stiff, Gray Silty CLAY with Plant Fibers (CL-ML)						
2		14	M	1			(1.5)					
					5	End of Boring at 5 ft Borehole backfilled with bentonite chips * Sample 1 partially frozen						
					10							

WATER LEVEL OBSERVATIONS					GENERAL NOTES			
While Drilling	<u> ✓ </u>	<u> NW </u>	Upon Completion of Drilling		Start			
Time After Drilling					12/30/13			
Depth to Water					End			
Depth to Cave in					12/30/13			
					Driller			
					SE			
					Chief			
					DAP			
					Rig 7822DT			
					Logger			
					DAP			
					Editor			
					ESF			
					Drill Method			
					2 1/4" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.								



LOG OF TEST BORING

Project Capital City Trail
Location Madison, Wisconsin

Boring No. B-6
Surface Elevation (ft) 851.1
Job No. C13064-23
Sheet 1 of 2

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
1		12	M	16*	FILL: Dark Brown Sandy Silt with Gravel to 1 ft Brown Silty Sand with Gravel to 3 ft Black Silty Sand with Gravel and Cinders to 5.5 ft					
2		10	M	4						
3		8	M	1/18"						
4		14	M	1/18"	Very Loose, Black to Dark Brown Sedimentary to Fibrous PEAT, Trace Sand and Shells (PT)		86.6			19.1
5		14	M	1/18"			201.0			
6		6	M	1/18"						
7		9	M	3	Very Soft, Dark Brown Organic CLAY (OL) to Very Loose Sedimentary PEAT (PT)					
8		18	M	13						
9		18	M	15						
10		18	W	22	Occasional Silt Lenses Noted Near 25' Medium Dense, Light Brown Fine to Coarse Sand, Little to Some Silt, Trace Gravel (SP-SM/SM)					
					Thick (3 in.) Seam of Very Stiff Lean Clay Noted Near 34 ft					

WATER LEVEL OBSERVATIONS

While Drilling 9.0' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

GENERAL NOTES

Start 12/19/13 End 12/19/13
Driller SE Chief DAP Rig 7822DT
Logger DAP Editor ESF
Drill Method 2 1/4" HSA; Autohammer

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



LOG OF TEST BORING

Project Capital City Trail
Location Madison, Wisconsin

Boring No. B-6
Surface Elevation 851.1
Job No. C13064-23
Sheet 2 of 2

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	P200
11		18	W	25	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
12		18	W	16						
13		0	W	25						
					Medium Dense, Light Brown Fine SAND, Little to Some Silt (SP-SM/SM) Occasional Seams of Silty Fine Sand or Sandy Silt					
14		18	W	20						
15		18	W	13						
16		18	W	20	Medium Dense, Light Brown Fine Sand, Trace to Little Silt (SP/SP-SM) Occasional Seams and Lenses of Silty Fine Sand or Sandy Silt					
17		18	W	12						
18		18	W	20						
					End Boring at 85 ft Borehole backfilled with bentonite slurry and chips *Sample 1 partially frozen					
19		9	W	27						



LOG OF TEST BORING

Project Capital City TrailLocation Madison, WisconsinBoring No. B-7Surface Elevation (ft) 852.3Job No. C13064-23Sheet 1 of 3

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

SAMPLE

VISUAL CLASSIFICATION and Remarks

SOIL PROPERTIES

No.	TYPE	Rec (in.)	Moist	N	Cor N	Depth (ft)		q_u (qa) (tsf)	W	LL	PL	LI
1		5	M	3	4		FILL: Brown Crushed Aggregate to 1.25 ft Brown Silty Sand with Gravel to 5.5 ft					
2		9	M	9	12							
3		12	M	2	3		Dark Brown to Black Silty Sand/Sandy Silt with Traces of Brick and Cinders to 10 ft					
4		3	M	2	3							
							Very Loose, Dark Brown to Black Sedimentary to Fibrous PEAT, Trace Sand and Shells (PT)					
5		9	W	1/18"	1/18"				77.4			16.2
6		18	W	1/18"	1/18"				193.0			
7		18	W	1/18"	1/18"			(<0.25)	191.0			23.7
8		18	W	1/18"	1/18"			(0.3)	128.0			
9		18	W	1/18"	1/18"				163.0			24.0
10		18	W	2	3		Very Loose, Light Brown Fine Sand, Little to Some Silt, Occasional Lenses of Dark Brown Sandy Silt, Trace Clay (SP-SM/SM)					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 10.0' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

Start 12/27/13 End 12/27/13
Driller SE Chief DAP Rig 7822DT
Logger DAP Editor ESF
Drill Method 2 1/4" HSA; Autohammer

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



LOG OF TEST BORING

Project Capital City Trail
 Location Madison, Wisconsin

Boring No. B-7
 Surface Elevation (ft) 852.3
 Job No. C13064-23
 Sheet 2 of 3

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

SAMPLE							VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N	Cor N	Depth (ft)			qu (qa) (tsf)	W	LL	PL	LI
								Very Loose, Light Brown Fine Sand, Little to Some Silt, Occasional Lenses of Dark Brown Sandy Silt, Trace Clay (SP-SM/SM)					
11		18	W	7	9	45	Loose, Gray Fine to Coarse Sand, Little to Some Silt and Gravel (SP-SM/SM)						
							Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)						
12		18	W	15	20	50							
13		18	W	13	17	55							
							Medium Dense to Dense, Light Brown to Brown Fine SAND, Trace to Little Silt, Occasional Seams and Layers of Fine to Medium Sand, Trace Silt (SP/SP-SM)						
14		18	W	17	23	60							
15		18	W	18	24	65							
16		18	W	11	15	70							
17		18	W	21	28	75							
18		0	W	26	35	80							
19		10	W	23	31	85							



LOG OF TEST BORING

Project Capital City Trail

Location Madison, Wisconsin


Boring No. B-7

Surface Elevation (ft) 852.3

Job No. C13064-23

Sheet 3 of 3

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

SAMPLE						VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N	Cor N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
							 Medium Dense to Dense, Light Brown to Brown Fine SAND, Trace to Little Silt, Occasional Seams and Layers of Fine to Medium Sand, Trace Silt (SP/SP-SM)					
20		9	W	31	41	90		End of Boring at 90 ft				
							Borehole backfilled with bentonite slurry and chips					



LOG OF TEST BORING

Project Capital City Trail
Location Madison, Wisconsin

Boring No. B-8
Surface Elevation (ft) _____
Job No. C13064-23
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					FILL: Dark Brown to Black Sandy Silt with Gravel to 1.5 ft					
1		10	M	6*	Brown Sandy Clay to 4 ft	(2.5)				
2		18	M	6	Loose, Brown Fine to Medium SAND, Some Silt and Clay (SM/SC)					
					End of Boring at 5 ft					
					Borehole backfilled with bentonite chips					
					* Sample 1 partially frozen					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling		Start	12/27/13	End	12/27/13	
Time After Drilling					Driller	SE	Chief	DAP	Rig 7822DT
Depth to Water					Logger	DAP	Editor	ESF	
Depth to Cave in					Drill Method	2 1/4" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									

LOG OF TEST BORING

General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles.....	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine.....	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm	Smaller than #200
Clay	Smaller than 0.005 mm	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics

Color, moisture, grain shape, fineness, etc.

Major Constituents

Clay, silt, sand, gravel

Structure

Laminated, varved, fibrous, stratified,
cemented, fissured, etc.

Geologic Origin

Glacial, alluvial, eolian, residual, etc.

Relative Density

Term "N" Value

Very Loose..... 0 - 4

Loose..... 4 - 10

Medium Dense.....10 - 30

Dense.....30 - 50

Very Dense.....Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little	5% - 12%
Some	12% - 35%
And.....	35% - 50%

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

CS – Continuous Sampling
RC – Rock Coring: Size AW, BW, NW, 2"W
RQD – Rock Quality Designation
RB – Rock Bit/Roller Bit
FT – Fish Tail
DC – Drove Casing
C – Casing: Size 2 ½", NW, 4", HW
CW – Clear Water
DM – Drilling Mud
HSA – Hollow Stem Auger
FA – Flight Auger
HA – Hand Auger
COA – Clean-Out Auger
SS – 2" Dia. Split-Barrel Sample
2ST – 2" Dia. Thin-Walled Tube Sample
3ST – 3" Dia. Thin-Walled Tube Sample
PT – 3" Dia. Piston Tube Sample
AS – Auger Sample
WS – Wash Sample
PTS – Peat Sample
PS – Pitcher Sample
NR – No Recovery
S – Sounding
PMT – Borehole Pressuremeter Test
VS – Vane Shear Test
WPT – Water Pressure Test

Laboratory Tests

q_a – Penetrometer Reading, tons/sq ft
q_a – Unconfined Strength, tons/sq ft
W – Moisture Content, %
LL – Liquid Limit, %
PL – Plastic Limit, %
SL – Shrinkage Limit, %
LI – Loss on Ignition
D – Dry Unit Weight, lbs/cu ft
pH – Measure of Soil Alkalinity or Acidity
FS – Free Swell, %

Water Level Measurement

▽ - Water Level at Time Shown
NW – No Water Encountered
WD – While Drilling
BCR – Before Casing Removal
ACR – After Casing Removal
CW – Cave and Wet
CM – Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

UNIFIED SOIL CLASSIFICATION SYSTEM

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size.)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	
	GW	Well-graded gravels, gravel-sand mixtures, little or no fines
	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
	GM	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	
	SW	Well-graded sands, gravelly sands, little or no fines
	SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	CH	Inorganic clays of high plasticity, fat clays
	OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils

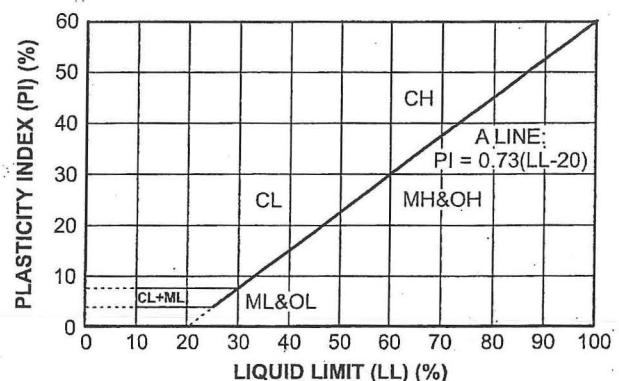
LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line with P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
SC	Atterberg limits above "A" line with P.I. greater than 7	

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent GW, GP, SW, SP
 More than 12 percent GM, GC, SM, SC
 5 to 12 percent Borderline cases requiring dual symbols

PLASTICITY CHART





Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

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Principal Engineer 1
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Eric L. Dundee, P.E.
John S. Fahmey, 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

April 22, 2015

**NOTICE OF ADDENDUM
ADDENDUM 1**

CONTRACT NO. 7245

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Remove and replace Section A, Page A-1, "Advertisement for Bids and Instructions to Bidders" (See attached revised Page A-1).

Date and time for Bid Submission is revised to extend the bid period for an additional two weeks to **May 8, 2015 at 1:00 P.M.**

The purpose of this extension is to allow the City to discuss and make possible arrangements with American Transmission Company (ATC) for de-energizing of lines during bridge construction, and make appropriate revisions to Special Provisions.

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.

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

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO.:	7245
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	May 1, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	May 1, 2015
BID SUBMISSION (1:00 P.M.)	May 8, 2015
BID OPEN (1:30 P.M.)	May 8, 2015
PUBLISHED IN WSJ	4/10, 4/17, 4/24 & 5/1/15

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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-



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Steven B. Danner-Rivers

May 6, 2015

NOTICE OF ADDENDUM

ADDENDUM 2

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT

CONTRACT NO. 7245

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document and Addendum 1 shall remain in effect.

Addendum issued to correct to provide for a scheduled de-energizing or ATC overhead transmission lines for bridge construction. This affects bid items and overall construction schedule.

Proposal

Add the following item to the Proposal:

BID ITEM 90601 – SCHEDULED TRANSMISSION LINE OUTAGE 1.00 L.S.

Note that this is a fixed price item

Special Provisions

Delete Section 105.12 entirely and replace with the following:

SECTION 105.12 COOPERATION BY THE CONTRACTOR

AT&T has an overhead power pole in conflict with the path at Station 16+30 RT. AT&T will relocate the pole to easement on private property south of the path, either prior to or in coordination with the construction under this contract. The contact for AT&T is Chinmoy Ray, P.E. at (608) 252-2448 or email cr093f@att.com.

American Transmission Company (ATC) has overhead electric transmission lines and poles in the corridor by easement. Coordination with ATC will be required for scheduled de-energizing of lines for bridge construction. See Prosecution of Work for additional provisions. The ATC contact for this is Doug Vosberg – T-line Maintenance at 608-877-7650 or email dvosberg@atcllc.com. Coordination may be

May 6, 2015

Page 2

required for other work in proximity to their facilities.

The City of Madison is not aware of other projects taking place in the vicinity of the project.

Insert in Section 107.1 PUBLIC CONVENIENCE AND SAFETY as the fourth paragraph:

American Transmission Company (ATC) has overhead electric transmission lines and poles in the corridor by easement. Coordination with ATC will be required for scheduled de-energizing of lines for bridge construction. See Prosecution of Work for additional provisions.

Delete Section 109.2 entirely and replace with the following:

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **JUNE 29, 2015**. Total time for completion of this contract shall be **130 CALENDAR DAYS**.

This the contract start date above is intended to allow the Contractor time to begin design and shop drawing review of the pre-fabricated bridge in advance of actual construction. Construction operations requiring closure of the path shall begin no earlier than **July 20, 2015**.

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

Work on the bridge requiring cranes will likely not be possible while ATC overhead transmission lines are energized. The city has pre-arranged three scheduled outages when the lines will be de-energized as follows:

- 8/26/15 (one day) for removal of the existing bridge truss
- 9/08/15 through 9/15/15 (5 working days within this period) for pile driving
- 10/19/15 (one day) for setting of new truss

In order to obtain these schedule outages, the Contractor shall execute a Transmission Facility Outage (TFO) Agreement with ATC, including attachments. **A sample of this TFO Agreement is attached to these Special Provisions.** In accordance with said Agreement, contractor shall pay to ATC their actual costs incurred for each instance it is required to de-energize and re-energize their lines.

Contractor shall execute the TFO Agreement with ATC and make payment of ATC's best initial estimate of the costs within 20 calendar days of final execution of this construction Contract with the City of Madison. Contractor shall promptly make any other required payments to ATC under the terms of the TFO Agreement. The City will reimburse the Contractor for all required payments to ATC under **Bid Item 90601 Scheduled Transmission Line Outage**.

Reimbursement shall be for the actual amounts paid to ATC under the normal process for progress payments and subject to ordinary retainage. Contractor shall submit copies of ATC invoice(s) and evidence of payment to ATC for each payment request. Payments under this item will be considered full compensation for obtaining the scheduled transmission line outage(s) and all necessary coordination with ATC to prepare work plans, train personnel, finalize and execute the TFO Agreement or other work to comply with the Agreement shall be considered incidental to the applicable items for bridge removal and replacement.

May 6, 2015

Page 3

Contractor may make arrangements with ATC for different dates or additional dates for the outages. Outage availability outside of the scheduled dates may be limited. Additional ATC charges for outages beyond those related to the pre-scheduled outages shall be the responsibility of the Contractor. Whether or not additional outages can be arranged, failure to complete the work within the pre-arranged or modified outage schedule will not be grounds for a Change Order or time extension under this Contract.

In addition to the above requirements, Contractor shall schedule operations such that segments of the project which can be completed in shorter periods of time are not closed for the full duration of the contract. Specifically:

- The west segment from Marquette Street to Fair Oaks may be closed and traffic detoured for a maximum of **60 CALENDAR DAYS**.
- The east segment from Walter Street to Dennett Drive may be closed and traffic detoured for a maximum of **45 CALENDAR DAYS**.

Contractor may choose to begin these segments later in the contract period or to complete and re-open them prior to the total time for completion, or a combination of these options. In any case, the interim duration shall be considered to begin when the segment is closed to use and to end when the segment is re-opened for use on the new pavement.

Interim Liquidated Damages of **\$500 per Calendar Day** will be assessed for failure to complete either of the segments within the stated duration. Maximum Liquidated Damages for any calendar day will not exceed those calculated per Section 109.9 of the City of Madison Standard Specifications.

It is expected that the Contractor may need to utilize multiple crews working in multiple locations within the project limits to complete all work by the contract end date.

Attachments

See attached Transmission Facility Outage Agreement (12 pages)

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.

A handwritten signature in black ink, appearing to read "Robert Phillips", with a stylized flourish at the end.

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

Transmission Facility Outage Agreement

THIS AGREEMENT is entered into as of _____, 20__ between American Transmission Company LLC (hereinafter "ATC"), whose principal place of business is W234 N2000 Ridgeview Parkway Court, Waukesha, Wisconsin 53188, and _____ whose principal place of business is _____ (hereinafter "Company"). ATC and Company may be individually referred to herein as a "Party," and jointly as the "Parties."

WHEREAS:

- A. ATC is the owner and operator of electric transmission facilities located and further described in the attached Exhibit A, attached hereto and incorporated by reference herein (hereinafter the "Existing Facility"), and
- B. Company has requested that ATC de-energize the Existing Facility while construction takes place near the Existing Facility, as further described and depicted in Exhibit A, and
- C. ATC is willing to de-energize the Existing Facility at Company's expense to accommodate Company's needs on the following terms and conditions.

NOW THEREFORE, the Parties agree the electrical outage shall be accomplished on the following terms and conditions:

Article I Work Plan

1.1 Outage. ATC shall de-energize Existing Facility as set forth and further described in Exhibit A. Company acknowledges and understands that the Existing Facility is an element in the Eastern United States integrated transmission system and that outages on the Existing Facility require the consent of the Midwest Independent System Operator (MISO). Company further acknowledges and understands that MISO may order that the Existing Facility be re-energized at any time for reasons beyond ATC's control. In the event the Existing Facility must be re-energized, ATC will notify Company, and Company agrees immediately to cease its operations in the vicinity of the Existing Facility and vacate the area so that the Existing Facility may be re-energized. Company further agrees that it will be responsible to reimburse ATC for all costs and expenses associated with any unplanned switching event. Company also acknowledges that it will be liable for additional costs per the Rights and Remedies clause below in the event of a failure to be clear of the line by the scheduled end of the outage period, or within the time period stated in the work plan in the event that the line needs to be re-energized.

1.2 Standards of Conduct: Company represents and acknowledges that disclosure of nonpublic outage information is prohibited by the "Standards of Conduct" imposed by the Federal Energy Regulatory Commission (18 C.F.R. part 358 et. seq.). Company shall not

disclose, directly or indirectly, any information concerning the ATC transmission system, the transmission system of any other entity or any market information (including, but not limited to, existing or potential outage times, available transmission capability, price, curtailments or ancillary services) unless the information has been posted on the Open Access Same-Time Information System ("OASIS") and which at the time is available to the general public without restriction.

- 1.3 **Work Plan:** The Work Plan as described in Exhibit A has been developed collaboratively between Company and ATC and serves as the basis for the estimate prepared by ATC, based on the anticipated number of switching events and the duration of the outage(s).
- 1.4 **Outage Extension:** In the event that unforeseen circumstances beyond the Parties reasonable control and contemplation arise resulting in the work not being completed by the end of the defined outage, a new Work Plan shall be prepared to define the revised schedule. If an approved Work Plan is not available by the end of the previously approved outage, or if the previously approved outage cannot be extended, then the line shall be re-energized per the original Work Plan.
- 1.5 **Notifications:** The Work Plan shall include the requirements for notifications for return of the line to service.

Company shall notify ATC of the completion of work within the time frame specified in the Work Plan.

In the event of an emergency restoration event, Company must be clear of the line within the time frame specified in the Work Plan, and shall immediately notify ATC when the line is clear of construction activities.

Article II Payment

- 2.1 **Payment:** Company shall pay to ATC, ATC's actual costs incurred for each instance it is required to de-energize and re-energize the Existing Facility. Exhibit B attached hereto and incorporated by reference herein, sets forth ATC's best initial estimate of the costs to de-energize and re-energize the Existing Facility. The estimate includes the estimated cost per switching event along with an estimated number of events. Company acknowledges that the number of switching events is estimated based on the best information available at the time of this agreement, and that circumstances beyond the control of ATC may result in additional switching events, the cost of which shall be borne by the Company.

Company shall pay to ATC the estimated cost per Exhibit B **prior to ATC:** (a) scheduling the outage, (b) scheduling of contractors to place grounds on Existing Facility, (c) scheduling of switching operations.

Within 90 days after the conclusion of the final outage event, ATC shall bill Company for any actual costs incurred that exceed the amounts Company has paid under the Work Plan estimate, or pay Company a refund if the pre-paid amounts exceeded ATC's actual incurred costs.

2.2 Forfeiture of excess funds: Failure to notify ATC within 1 hour(s) after completion of work will result in the Company forfeiting any excess pre-paid dollars.

2.3 Explanation of Costs. ATC may add any of the costs listed below to the cost of the project if they are deemed applicable. Refer to Exhibit B for cost estimates.

Direct Costs: Costs incurred by ATC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

Indirect Costs:

Labor Loading: This covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This percentage is then applied on direct labor.

Supervisory Loading: This covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing: This is direct labor or outside services associated with capital projects which are charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed.

Administrative and General Loading: This covers cost incurred for administrative and general functions that support the entire company of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor.

Article III Execution

3.1 Outage: ATC will de-energize the Existing Facilities and equipment to safely isolate them from hazardous electrical energy for the protection of personnel performing work around the lines and equipment.

ATC will provide written permission (hereinafter the "Clearance") to Company to perform specific work around the lines.

ATC shall designate a qualified Clearance Holder for the duration of the work to be performed under this Agreement. The Clearance Holder shall be the sole entity authorized to communicate with Company regarding the outage; and the only entity authorized to request the Existing Facility be switched in or out of service.

3.2 Safety Briefing Requirement. Company shall not begin work at the beginning of the outage until all persons who will be working in the vicinity of the Existing Facility have had

a safety brief with the Clearance Holder. This shall be done to assure that work near the Existing Facility does not commence until the Clearance is verified.

Likewise, at the conclusion of each outage event Company representatives shall meet with the Clearance Holder to confirm that all equipment is properly removed from the Existing Facility prior to re-energizing the Existing Facility.

On each and every day that work will be performed in the vicinity of the Existing Facility, Company shall perform daily pre-job safety briefs. Company may use its own forms for documenting these meetings. A sample form is included in Exhibit C and may be copied for use. The daily safety brief shall include visual confirmation that all jumper cables remain installed, that the Existing Facility remains properly grounded and a review of how to conduct work to avoid arcing or contact.

3.3 Job Completion Requirement. Company shall notify the Clearance Holder at job completion per the requirements of the Work Plan. If Company fails to complete its work and allow the Existing Facilities to be re-energized on or before the end of the scheduled outage period, Company shall be liable to ATC for all additional costs and expenses incurred by ATC and caused by Company's failure to complete its work within the specified outage window.

3.4 Damage to Existing Facilities. Company shall be responsible for any damage that would occur to the Existing Facility. If contact is made with the Existing Facilities immediate notification is to be made to the Clearance Holder so that inspection of the Existing Facility can be made.

Article IV Easements and Access

4.1 Construction Access. Company represents that it has procured all necessary land rights to perform its work, and that it does not rely upon rights granted to ATC to perform its work. Company shall provide ATC's contractors, consultants, agents and employees reasonable access necessary for ATC to perform under this Agreement.

Article V General Provisions

5.1 Waiver and Amendment. No waiver, change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such waiver, change, amendment or modification shall be in writing and duly executed by the Parties.

5.2 Safety. Company acknowledges that the Existing Facility is used to transmit high voltage electric current and that the Existing Facility is potentially dangerous and subject to unique hazards. Company shall not work in the vicinity of the Existing Facility without appropriate authorization, knowledge and expertise on how to do so safely. Company shall utilize all necessary and prudent devices, safeguards, instructions, trainings, procedures and practices to protect the safety and health of all personnel who may at any time be in the vicinity of the Existing Facility. In addition, Company shall follow any safety specifications provided by

ATC. Company shall comply with and enforce all applicable federal, state and local statutes, ordinances, orders, rules, and regulations applicable to safety, security, injury and health standards, including, but not limited to, the Occupational Safety and Health Act of 1970 (OSHA) and any and all applicable revisions to such Act.

5.3 **Remedies.** The rights and remedies reserved to the Parties in this agreement are not exclusive; rather, the rights and remedies set forth in this agreement are in addition to any and all remedies available at law or in equity.

5.4 **Severability.** If any provision of this Agreement is deemed void or unenforceable, then to the maximum extent permitted by law, the remainder of this Agreement shall not be affected and the remaining terms shall be construed as broadly as possible to affect the Agreement reached between the Parties.

5.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5.6 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE SET FORTH ABOVE BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHO'S SIGNATURES ARE SET FORTH BELOW.

Company _____

By: _____

Title: _____

Date: _____

American Transmission Company LLC
By its corporate manager, ATC Management Inc.

ATC Real Estate confirms that the proposed work impacts facilities that reside within an ATC owned easement:

By: [Signature]

Title: REAL ESTATE MGR

Date: 5/5/2015

ATC Asset Management confirms acceptance of the attached Work Plan:

By: [Signature]

Title: Team Lead, T-Line Services

Date: 5-5-15

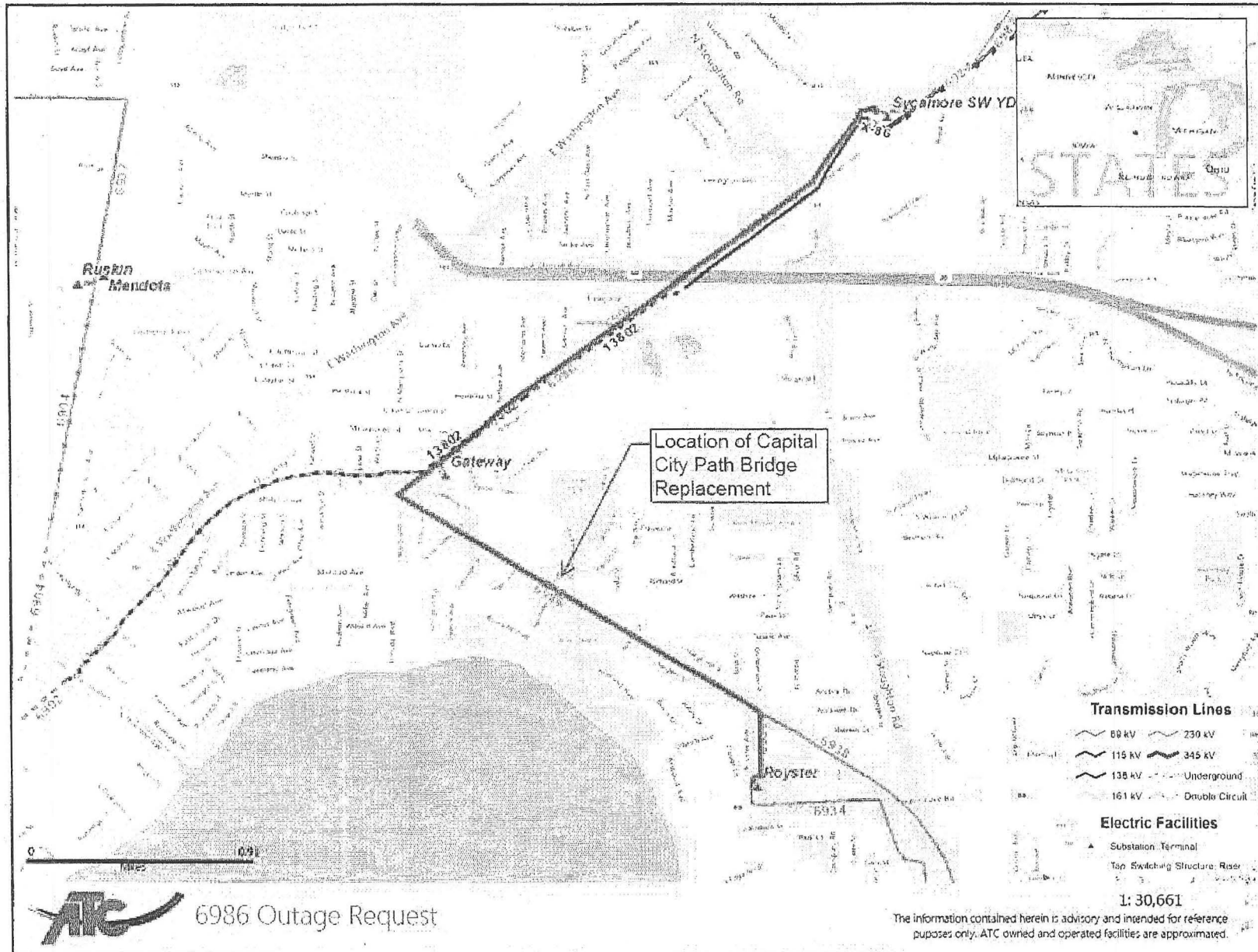


EXHIBIT A

Per Agreement, Exhibit A must contain:

WORK PLAN

Line Name: 6986

Description of Work: Removal and replacement of a pedestrian bridge, including driving piles for new bridge abutments. Both activities will require the use of overhead crane equipment.

Project Schedule:

8/26/15 (Bridge removal)

9/8/15 thru 9/15/15 (pile driving)

10/19/15 (set new truss)

Doug Vosberg, 608 877 7650, will be the ATC representative to be the clearance holder on the line.

Alex Metz, 608 877 7105, will be the ATC alternate contact

If the line is called from MISO to be placed back into service, Company will have to be clear of line within 2 hours.

Company shall notify the Clearance Holder at job completion within 1 hour of completion.

EXHIBIT B

ATC's best initial estimate of the costs to de-energize and re-energize the Existing Facility for each switching event - \$ 5,000.00. This estimate includes:

Switching the circuit in and out each time it is required.

ATC Contractor to place and remove grounds each time it is required.

Estimated number of events three (3).

Company shall pay this amount

prior to ATC scheduling any work or outage \$15,000

If Company works through the weekend the outage can be continuous which will lessen the number of times the grounds and switching needs to be completed.

Company acknowledges that the number of switching events is estimated based on the best information available at the time of this Agreement, and that circumstances beyond the control of ATC may result in additional switching events, the cost of which shall be borne by the Company.

Exhibit C

Job Safety Brief Form (Optional)

See next 2 pages.

Crew Pre-job Safety Brief

Date:

Time:

Nearest Hospital	*Job Name		Job #
	*Job Location		
	*Designated Site Mgr		
	Crew Leader		
Medical Care Facility	Person in Charge		
	Circuit #	Voltage	
	*Other Work Groups Involved		
	*Job Description/ Overview		

For emergencies call 911 and the System Operator.

Zone of Protection/Energized Work – Use Proper Testing Equipment

Clearance Order Reviewed ☐ Yes ☐ N/A Minimum Approach Distance Requirements

Clearance Order #'s

Line/Feeder Circuit # Voltage

Equipment Lock Out Tag(s) Needed ☐ Yes ☐ N/A Equipment #

Equipment Lock Out Tag(s) Placed ☐ Yes ☐ N/A Identified All Potential Energy Sources, Including Jackfeed ☐ Yes ☐ N/A

Hot Line Clearances (One Shot) ☐ Zone of Protection: ☐ Identified ☐ Accepted ☐ Established ☐ Reviewed location of grounds

Vehicles Grounded ☐ Yes ☐ N/A System Grounds ☐ Yes ☐ N/A Working Grounds ☐ Yes ☐ N/A Tested DeEnergized? ☐ Yes ☐ N/A

Number of Grounds _____ Identified and Discussed All Points of Potential Energy Release (Gas, Steam, mechanical, etc) ☐ Yes ☐ N/A

Control Center Notified ☐ You must call the System Control Operator to request clearance. Pewaukee: 1) WE North-(877) 402-5227, 2) WE South-(877) 402-5228, 3) WPS/Uppco-(877) 977-8726, Cottage Grove (ALT/MGE/WPS West) -(800) 937-3762.

Crews informed that personnel having the protective clearance shall remain on job site while work is performed in the Zone of Protection. ☐

Special Precautions (Check ALL that Apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Hazard Above You | <input type="checkbox"/> Trenches and Excavations | <input type="checkbox"/> Hot/Cold Weather Concerns |
| <input type="checkbox"/> Equipment Operation | <input type="checkbox"/> Test Rubber Gloves (Sleeves) | <input type="checkbox"/> Tool Check (Condition, Right for Job) |
| <input type="checkbox"/> Pole Condition | <input type="checkbox"/> Winch Line/Buckets | <input type="checkbox"/> Inspect Line Hose/Blankets/Hotsticks |
| <input type="checkbox"/> Rubber Goods Required | <input type="checkbox"/> Equipment Checked and Calibrated | <input type="checkbox"/> Other Work Groups in Area Identified |
| <input type="checkbox"/> Fire Suppression System | <input type="checkbox"/> Inspection of Hydraulics, Cables & Controls | |

Other Special Precautions (Include Details: Note Type, Placement and Number of Rubber Goods Used)

Work Area Protection (Check ALL that Apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Barriers Placed | <input type="checkbox"/> Signs Placed | <input type="checkbox"/> Public and Pedestrian Safety in Place |
| <input type="checkbox"/> Flaggers Being Used | <input type="checkbox"/> Street Permits in Place/Reviewed | |
| <input type="checkbox"/> Spotters Used for Vehicle Movement and aerial work | | |
| Traffic Hazards <input type="checkbox"/> Traffic Flow Direction Discussed | <input type="checkbox"/> Traffic – Heavy | <input type="checkbox"/> Traffic – Light |

Job Task (Check ALL that Apply)		
<input type="checkbox"/> Job Assignments <input type="checkbox"/> Review Job Assignments on Site <input type="checkbox"/> Review Rules to Dig By <input type="checkbox"/> Notified Digger's Hotline	<input type="checkbox"/> Safe Working Techniques <input type="checkbox"/> Lifting, Twisting, Bending, Stretching <input type="checkbox"/> Confirm Proper Excavation Confirmation # (if needed)	<input type="checkbox"/> Proper PPE Worn <input type="checkbox"/> Pre-Flight Inspection <input type="checkbox"/> Check for Correct Phases
Arc Flash Hazard Recognition		
<input type="checkbox"/> Arc Hazard Table Checked	<input type="checkbox"/> FR Clothing Requirement Met	<input type="checkbox"/> Hazard Risk Category Identified
Job Site (Check ALL that Apply)		
<input type="checkbox"/> Site Preparation Review Completed <input type="checkbox"/> Atmospheric Test Done <input type="checkbox"/> Wildlife (Insects, Dogs, Raccoons, Rodents, Snakes, etc.) <input type="checkbox"/> Climbing Hazards Identified <input type="checkbox"/> Housekeeping/Self-Made Hazards <input type="checkbox"/> Enclosed/Confined Space Setup	<input type="checkbox"/> Walk-Down Completed <u>Terrain</u> <input type="checkbox"/> Identify Slip, Trip and Fall Hazards Uneven Surfaces Ice, Mud, Snow <input type="checkbox"/> Trenching Barriers in Place <input type="checkbox"/> Vegetation (Poison Ivy/Oak, Hanging Limbs) <input type="checkbox"/> Walkway Barriers Placed	<input type="checkbox"/> Discuss Emergency Escape Plan <u>Environmental</u> <input type="checkbox"/> Toxins: PCB's, SF6 Gas, Mercury, Lead, Asbestos, others <input type="checkbox"/> Spill Identified/Present <input type="checkbox"/> Leaking Equipment Identified <input type="checkbox"/> Proper Pumping of Manhole <input type="checkbox"/> Waterway Affected <input type="checkbox"/> Wetlands Area
Fundamental Job Hazard Analysis		
What am I doing? How can it hurt me? How can I protect myself?		
All-Worker Readiness (Crews identify any work limitations, i.e. cannot enter confined spaces, cannot wear respirators, etc.)		
Names and limitations.		
Attendees (Visitors to the job site are required to review the pre-job safety brief with the Person in Charge and sign below)		
Print Name	Signature	

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT

CONTRACT NO. 7245

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 2 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 Moscona 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

day of

, 20 15

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 8/7/13

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

Contract 7245 – Homburg Contractors, Inc.

Section F: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

CONTRACT NO. 7245

Small Business Enterprise Compliance Report

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

Cover Sheet

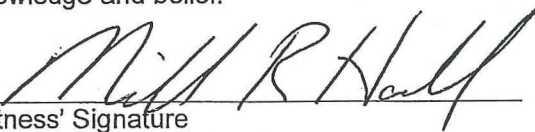
Prime Bidder Information


Company:	Homburg Contractors Inc.
Address:	5590 Monona Drive, Monona, WI 53716
Telephone Number:	608.222.6597
Fax Number:	608.244.9113
Contact Person/Title:	Mike Hackel

Prime Bidder Certification

Name:	Chris Homburg
Title:	Vice President
Company:	Homburg Contractors Inc.

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


Witness' Signature


Bidder's Signature

5/8/15
Date

Summary Sheet

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO. 7245
DATE: 5/8/15

**Homburg Contractors,
 Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$10,000.00	\$10,000.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$165.00	\$2,310.00
10911.0 - MOBILIZATION - LS	1.00	\$90,000.00	\$90,000.00
20101.0 - EXCAVATION CUT - C.Y.	1,860.00	\$18.00	\$33,480.00
20217.0 - CLEAR STONE - TON	255.00	\$13.50	\$3,442.50
20219.0 - BREAKER RUN - TON	800.00	\$12.50	\$10,000.00
20221.0 - TOPSOIL - S.Y.	5,660.00	\$2.50	\$14,150.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	118.00	\$10.00	\$1,180.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	1,300.00	\$2.00	\$2,600.00
20326.0 - REMOVE FENCE - L.F.	304.00	\$6.00	\$1,824.00
20401.0 - CLEARING - I.D.	54.00	\$26.00	\$1,404.00
20403.0 - GRUBBING - I.D.	54.00	\$26.00	\$1,404.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	9.00	\$350.00	\$3,150.00
20701.0 - TERRACE SEEDING - S.Y.	5,660.00	\$1.10	\$6,226.00
21001.0 - EROSION CONTROL IMPLEMENTATION PLAN - L.S.	1.00	\$1,200.00	\$1,200.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$420.00	\$1,680.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	7.00	\$600.00	\$4,200.00
21013.0 - STREET SWEEPING - L.S.	1.00	\$1,200.00	\$1,200.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	1.00	\$450.00	\$450.00
21025.0 - SILT SOCK (12 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	1,107.00	\$6.30	\$6,974.10
21026.0 - SILT SOCK (12 INCH) - REMOVE AND RESTORE - L.F.	1,107.00	\$2.10	\$2,324.70
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	3.00	\$70.00	\$210.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	6.00	\$50.00	\$300.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	3.00	\$30.00	\$90.00
21051.0 - CLEAN SUMP - EACH	3.00	\$400.00	\$1,200.00
21056.0 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	12.00	\$160.00	\$1,920.00
21057.0 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	24.00	\$70.00	\$1,680.00
21058.0 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	12.00	\$30.00	\$360.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	5,610.00	\$1.50	\$8,415.00
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	50.00	\$4.20	\$210.00
30201.0 - TYPE "A" CONCRETE CURB AND GUTTER - L.F.	118.00	\$40.00	\$4,720.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	1,600.00	\$5.50	\$8,800.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	92.00	\$33.00	\$3,036.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	235.00	\$13.00	\$3,055.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	2,724.00	\$13.00	\$35,412.00
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	733.00	\$70.00	\$51,310.00
40203.0 - HMA PAVEMENT TYPE E-3 - TON	21.00	\$240.00	\$5,040.00
40301.0 - FULL WIDTH GRINDING - S.Y.	168.00	\$20.00	\$3,360.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	5.00	\$525.00	\$2,625.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	900.00	\$5.40	\$4,860.00
60815.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH - L.F.	10.00	\$9.75	\$97.50
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	500.00	\$9.75	\$4,875.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	4.00	\$230.00	\$920.00
90001.0 - CONCRETE CURB AND GUTTER 36-INCH, SPECIAL - L.F.	127.00	\$48.00	\$6,096.00
90003.0 - FENCE CHAIN LINK, 6-FT GALVANIZED - L.F.	50.00	\$43.00	\$2,150.00
90006.0 - TREE PROTECTION - EACH	1.00	\$120.00	\$120.00
90010.0 - TURBIDITY BARRIER - L.F.	204.00	\$24.00	\$4,896.00
90070.0 - ADJUST SAS-SPECIAL - EACH	1.00	\$1,100.00	\$1,100.00
90501.0 - RAILROAD INSURANCE - L.S.	1.00	\$10,000.00	\$10,000.00
20314.0 - REMOVE PIPE - L.F.	326.00	\$5.00	\$1,630.00
50411.0 - 12-INCH RCP STORM SEWER PIPE - L.F.	89.00	\$47.00	\$4,183.00

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT

CONTRACT NO. 7245

DATE: 5/8/15

**Homburg Contractors,
Inc.**

Item	Quantity	Price	Extension
50741.0 - TYPE "H" INLET - EACH	2.00	\$2,200.00	\$4,400.00
50762.0 - SADDLED INLET TYPE II - EACH	1.00	\$1,400.00	\$1,400.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	9.00	\$450.00	\$4,050.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE - EACH	3.00	\$600.00	\$1,800.00
20336.0 - PIPE PLUG - EACH	6.00	\$200.00	\$1,200.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - TF	1,461.00	\$1.00	\$1,461.00
50225.0 - UTILITY TRENCH PATCH TYPE III - TF	7.00	\$150.00	\$1,050.00
50412.0 - 15 INCH RCP STORM SEWER PIPE - L.F.	18.50	\$48.00	\$888.00
50413.0 - 18 INCH RCP STORM SEWER PIPE - L.F.	66.50	\$50.00	\$3,325.00
50414.0 - 21 INCH RCP STORM SEWER PIPE - L.F.	354.50	\$74.00	\$26,233.00
50415.0 - 24 INCH RCP STORM SEWER PIPE - L.F.	325.00	\$73.00	\$23,725.00
50416.0 - 27 INCH RCP STORM SEWER PIPE - L.F.	252.50	\$78.00	\$19,695.00
50417.0 - 30 INCH RCP STORM SEWER PIPE - L.F.	431.00	\$79.00	\$34,049.00
50461.0 - 12 INCH RCP AE - EACH	2.00	\$700.00	\$1,400.00
50601.0 - 12 INCH RCP AE GATE - EACH	2.00	\$500.00	\$1,000.00
50724.0 - 4'X4' STORM SAS - EACH	5.00	\$2,700.00	\$13,500.00
50725.0 - 5'X5' STORM SAS - EACH	3.00	\$4,200.00	\$12,600.00
50792.0 - STORM SEWER TAP - EACH	8.00	\$600.00	\$4,800.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	3.00	\$450.00	\$1,350.00
50802.0 - CONCRETE SUPPORTS - EACH	2.00	\$1,100.00	\$2,200.00
90031.0 - STORM CONTROL - L.S.	1.00	\$8,500.00	\$8,500.00
90032.0 - 33 INCH RCP STORM SEWER PIPE - L.F.	646.00	\$95.00	\$61,370.00
90033.0 - 33 INCH RCP AE - EACH	1.00	\$1,550.00	\$1,550.00
90034.0 - 33 INCH RCP AE GATE - EACH	1.00	\$2,100.00	\$2,100.00
90035.0 - 3'X6' STORM SAS - EACH	1.00	\$3,900.00	\$3,900.00
20230.0 - HEAVY RIPRAP - TON	244.00	\$50.00	\$12,200.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	202.00	\$10.00	\$2,020.00
90021.0 - REMOVING OLD STRUCTURE STATION 38+71 - L.S.	1.00	\$25,000.00	\$25,000.00
90022.0 - PILING CIP CONCRETE 10.75 X 0.5 INCH - L.F.	948.00	\$73.00	\$69,204.00
90023.0 - REINFORCED CONCRETE BRIDGE ABUTMENTS, WINGWALLS, AND RETAINING WALL - L.S.	1.00	\$90,000.00	\$90,000.00
90024.0 - PRE-FABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED - L.S.	1.00	\$83,000.00	\$83,000.00
90025.0 - REINFORCED CONCRETE APPROACH SLABS - S.Y.	25.00	\$120.00	\$3,000.00
90026.0 - STEEL RAILING - L.F.	77.00	\$240.00	\$18,480.00
50722.0 - 6'X6' CATCHBASIN - EACH	3.00	\$8,300.00	\$24,900.00
90601 - SCHEDULED TRANSMISSION LINE OUTAGE - L.S.	1.00	\$15,000.00	\$15,000.00
Totals			\$952,219.80



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. Dailey, 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~~ *NO SEAL*

1/3/14
DATE

By: *Carol Daniels 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**



By: _____

Gregory E. Murray

*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 H: 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:

CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT CONTRACT NO. 7245

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 NINE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED NINETEEN AND 80/100 (\$952,219.80) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

**CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO. 7245**

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

Mark R. Hall 6/17/15
Witness Date

Mark R. Hall 6/17/15
Witness Date

Carl J. Amels 6/17/15
President Date

Mark A. Homburg 6/17/15
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David Schneider
Finance Director

Carl J. Amels
City Attorney

Signed this 30th day of June

Paul J. Pfl 20 15

Mark R. Hall
Witness

Paul J. Pfl 6-30-15
Mayor Date

Erin A. Ch...
Witness

Maibeth Witzel-Behl 6-22-2015
City Clerk Date

SECTION I: 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 NINE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED NINETEEN AND 80/100 (\$952,219.80) 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:

**CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT
CONTRACT NO. 7245**

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

COO President

Seal No Seal

Secretary

Approved as to form:

Fidelity & Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

Brooke L. Parker
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

Brooke Parker
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

SECTION J: PREVAILING WAGE RATES

PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201500014

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON - ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<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 <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> \$
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 All Hours Worked

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

TRUCK DRIVERS**Fringe Benefits Must Be Paid On All Hours Worked**

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	32.89	18.96	51.85
203	Three or More Axle	18.00	21.99	39.99

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>
		\$	\$	\$
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
207	Truck Mechanic	18.00	21.99	39.99

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 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 All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
501	<p>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).</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	33.69	19.78	53.47
502	<p>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).</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	33.69	19.78	53.47
503	<p>Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	31.62	19.78	51.40
504	<p>Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.</p>	41.65	21.71	63.36
505	<p>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.</p> <p>Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).</p>	41.65	21.71	63.36

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>	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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 All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	42.95	17.81	60.76
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30

Fringe Benefits Must Be Paid On <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>
		\$	\$	\$
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
TRUCK DRIVERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<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, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.50	4.97	24.47
LABORERS				

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 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 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> \$
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a 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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.09	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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/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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LABORERSFringe 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 \$1.05/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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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 <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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 Mfr.'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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.25/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/busine ss/civilrights/laborwages/pwc.htm.</p>	36.72	21.15	57.87

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>	\$	\$	\$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint 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. 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 .	36.46	21.15	57.61
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	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 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> \$
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 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> \$
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	16.00	0.00	16.00
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
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 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	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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/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 .	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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.72	20.40	57.12
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; 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
<u>CODE</u>	<u>TRADE OR OCCUPATION</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 <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>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	33.07	16.07	49.14
102	Boilermaker	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	18.66	51.48
104	Cabinet Installer	34.42	0.00	34.42
105	Carpenter	31.40	2.01	33.41
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00
107	Cement Finisher	24.08	0.00	24.08
108	Drywall Taper or Finisher	8.50	0.00	8.50
109	Electrician	20.00	6.62	26.62
110	Elevator Constructor	23.26	0.00	23.26
111	Fence Erector	16.00	3.76	19.76
112	Fire Sprinkler Fitter	39.00	18.00	57.00
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown)	23.00	10.55	33.55
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	2.01	33.41
119	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13

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> \$
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 <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	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

LABORERSFringe 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	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 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> \$
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 (Carr 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. 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
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***** 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.