

RFB NO. 311005



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

PUBLIC WORKS ENGINEERING, DIVISION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

REQUEST FOR BIDS NO. 311005 REROOF DANE COUNTY STOUGHTON HIGHWAY GARAGE 2520 COUNTY HWY B STOUGHTON WISCONSIN

Opening Date / Time: **THURSDAY, MARCH, 17, 2011 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

Bid Deposit: **5% OF BID AMOUNT**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

TOM SRACIC, PROJECT MANAGER
TELEPHONE NO.: 608/266-4475
FAX NO.: 608/267-1533
E-MAIL: sracic@countyofdane.com

DOCUMENT INDEX FOR RFB NO. 311005

PROCUREMENT AND CONTRACTING REQUIREMENTS

- Project Manual Cover Page
- Documents Index and Dane County Vendor Registration Program
- Invitation to Bid (Legal Notice)
- Instructions to Bidders
- Bid Form
- Fair Labor Practices Certification
- Best Value Contracting Application
- Sample Public Works Contract
- Sample Bid Bond
- Sample Performance Bond
- Sample Payment Bond
- Conditions of Contract
- Supplementary Conditions

DIVISION 01 - GENERAL REQUIREMENTS

- 01 00 00 - Basic Requirements
- 01 74 19 - Recycling

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- Section 07 5000. – Membrane Roofing

DRAWINGS

- Figure 1 – Rubberguard R.M.A. System
- Figure 2 – UT-148-2-12 TPO Design
layout
- Sheet No.1 – Reroof Dane County
Highway Garage
- Sheet No.2 -- Reroof Dane County
Highway Garage

LEGAL NOTICE

INVITATION TO BID

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Bids until:

2:00 P.M., THURSDAY, MARCH 17, 2011

REQUEST FOR BIDS NO. 311005

**REROOF STOUGHTON HIGHWAY GARAGE
2520 COUNTY HWY. B
STOUGHTON WISCONSIN 53589**

Dane County is inviting Bids to replace roofing with 60 mil. mechanically attached EPDM-RMA.

Request for Bids package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.danepurchasing.com/rfps.aspx. Please call Tom Sracic, Project Manager, 608-266-4475, for any questions or additional information.

A pre-bid meeting / facility tour is scheduled for Monday, March 7, 2011 at 9:00 a.m. Meet at the north end of the Stoughton Highway Garage. Attendance is strongly encouraged.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee before award of Contract. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

PUBLISH: FEBRUARY 24 & MARCH 3, 2011 – WISCONSIN STATE JOURNAL
FEBRUARY 28 & MARCH 7, 2011 – THE DAILY REPORTER

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1. GENERAL.....	1
2. DRAWINGS AND SPECIFICATIONS.....	2
3. INTERPRETATION.....	2
4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR).....	2
5. BID GUARANTEE	3
6. WITHDRAWAL OF BIDS	3
7. CONTRACT FORM.....	3
8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS.....	4
9. METHOD OF AWARD - RESERVATIONS	4
10. SECURITY FOR PERFORMANCE AND PAYMENTS.....	4
11. TAXES.....	5
12. SUBMISSION OF BIDS	5
13. SUBCONTRACTOR LISTING	6
14. ALTERNATE BIDS	6
15. INFORMATIONAL BIDS	6
16. UNIT PRICES.....	6
17. COMMENCEMENT AND COMPLETION	6
18. WORK BY OWNER	7
19. SPECIAL HAZARDS COVERAGE.....	7

1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. A bidders facility tour will be held on Monday, March 7, 2011 at 9:00 AM, at the Stoughton Hwy garage, 2520 CTY Hwy B, Stoughton WI, 53589 starting at the north building entrance. This tour will go until approximately 10:00 AM. Bidders are strongly encouraged to attend this tour, however attendance is optional.
- D. Coordinate site access activities with Assistant Maintenance Superintendent, Mike Fitzgerald , 608/575-9521
- E. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications that form part of this Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be issued to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

3. INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to meaning of Drawings or Specifications before Bid Due Date. Bidders shall bring inadequacies, omissions or conflicts to Owner or Architect / Project Manager's attention at least six (6) days before Bid Due Date. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. Owner or Project Manager will not be responsible for verbal instructions.

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (3) projects of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Has record of satisfactorily completing past projects and supplies list of five (5) most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. Submit to Public Works Project Engineer within three (3) days after Bid Opening]. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a) Completed contracts in accordance with drawings and specifications.
 - b) Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c) Fulfilled guarantee requirements of construction documents.
 - d) Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e) Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in

Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.

- B. County's Public Works Project Engineer will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment Bonds within ten (10) days after being notified of acceptance of Bid. Company issuing bonds must be licensed to do business in Wisconsin.
- B. Any bid, which is not accompanied by bid guarantee, will be considered "No Bid" and will not be read at Bid Due Date.
- C. If successful Bidder so delivers Contract, Certificate of Insurance, and Performance and Payment Bonds, check will be returned to Bidder. In case Bidder fails to deliver such Contract, insurance, and bond, amount of bid guarantee will be forfeited to County as liquidated damages.
- D. All checks tendered as bid guarantee, except those of three lowest qualified, responsible bidders, will be returned to their makers within three (3) days after Bid Due Date. All such retained checks will be returned immediately upon signing of Contract and Performance and Payment Bonds by successful Bidder.

6. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from bidder or authorized representative thereof prior to time fixed for Bid Due Date, without prejudice to right of bidder to file new Bid. Withdrawn Bids will be returned unopened. Negligence on part of bidder in preparing their Bid confers no right for withdrawal of Bid after it has been opened.
- B. No Bid may be withdrawn for period of sixty (60) days after Bid Due date.
- C. If Bid contains error, omission or mistake, bidder may limit liability to amount of bidder's guarantee by giving written Notice of Intent not to execute Contract to Owner within seventy-two (72) hours of Bid Due Date.

7. CONTRACT FORM

- A. Sample copy of contract that successful Bidder will be required to enter into is included in these Construction Documents and bidders are required to familiarize themselves with all conditions contained therein.

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$7,500.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. METHOD OF AWARD - RESERVATIONS

- A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):
 - 1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
 - 2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
 - 3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

10. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 2 of Conditions of Contract, “Guarantee and Bond”]. Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is a corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has

no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

11. TAXES

- A. Bidder shall include in Bid, all Sales, Consumer, Use and other similar taxes required by law.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

12. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of this Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid will be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before time of closing to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Bid will be considered invalid and will be rejected if bidder has not signed it.
- I. Faxed Bids will not be accepted.

- J. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

13. SUBCONTRACTOR LISTING

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices for each subcontractor. List shall be placed in separate sealed envelope that must be clearly identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

14. ALTERNATE BIDS

- A. Bidder shall carefully read requests for Alternate Bids, and thoroughly examine Drawings and Specifications to determine extent various changes and conditions will affect Bid.
- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.
- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

15. INFORMATIONAL BIDS

- A. Bidder shall state amount that is included in Base Bid for all equipment, materials and labor required to complete the Work described. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the Work described or related items from this project.
- B. Description of requested Informational Bids, if any, is as set forth in Construction Documents.

16. UNIT PRICES

- A. Provide unit prices where requested on Bid Form. Unit prices will include all costs for materials, labor, insurance, taxes, overhead and profit necessary to perform specified work. Estimated quantities are approximate only. Payment will be based upon actual quantities placed, provided or installed. Failure to provide requested unit prices may result in rejection of entire Bid.
- B. Owner reserves right to accept or reject any unit prices as given in Bid.
- C. Bidder shall refer to Bid Form and applicable specification section to determine basis of unit measure and detailed information related to each unit price item requested.

17. COMMENCEMENT AND COMPLETION

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.
- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Bid Form.

18. WORK BY OWNER

- A. Not Applicable.

19. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

BID FORM

BID NO. 311005

**PROJECT: REROOF
DANE COUNTY STOUGHTON HIGHWAY GARAGE**

**TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &
TRANSPORTATION PROJECT ENGINEER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713**

BASE BID - LUMP SUM:

Dane County is inviting Bids to replace roofing with 60 mil. mechanically attached EPDM-RMA. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

_____ and _____/100 Dollars
Written Price

\$ _____
Numeric Price

The undersigned further agrees to add the alternates portion of the Work as described, for the following additions to or subtractions from the Base Bid stipulated below. They further agree to honor the alternates bid for 60 days from date of Award of Contract.

ALTERNATE BID 1 - LUMP SUM:

Add or subtract price for providing: Substitute mechanically attached 60 mil. White Thermoplastic Polyolefin (TPO) membrane in lieu of the EPDM membrane.

_____ and _____/100 Dollars
Written Price

\$ _____
Numeric Price (circle: Add or Deduct)

ALTERNATE BID 2 – LUMP SUM:

Add price for providing two (2) in. of polyisocyanurate insulation to the roof area.

Total: \$ _____
Numeric Price (circle: Add or Deduct)

_____ and _____ /100 Dollars
Written Price

Receipt of the following addenda and inclusion of their provisions in this Bid is hereby acknowledged:

Addendum No(s). _____ through _____

Dated _____

Dane County Public Works, Highway and Transportation Dept. must have this project completed by May 25, 2011. Assuming this Work can be started by April 25, 2011, what dates can you commence and complete this job?

Commencement Date: _____ Completion Date: _____
(final, not substantial)

I hereby certify that all statements herein are made on behalf of:

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

- 1. A corporation organized and existing under the laws of the State of _____, or
- 2. A partnership consisting of _____, or
- 3. A person conducting business as _____;

Of the City, Village, or Town of _____ of the State of _____.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly

disclosed prior to the Due Date of Bids to another bidder or competitor; that the above statement is accurate under penalty of perjury.

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

THIS PAGE IS FOR BIDDERS' REFERENCE AND NEED NOT BE SUBMITTED WITH BID FORM.

BID CHECK LIST:

These items **must** be included with Bid:

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person bidding on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal one online at:

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

Contractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

www.co.dane.wi.us/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information:

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

BEST VALUE CONTRACTING PREQUALIFICATION APPLICATION

CONTRACTORS/LICENSURE APPLICANTS

The Dane County Department of Public Works requires all bidders to be prequalified with the County prior to bid opening. In addition, the County reviews potential contractors and sub-contractors who wish to work on County contracts. This document shall be completed, properly executed, along with the necessary attachments regarding information relating to financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the County requires for the protection and welfare of the public in the performance of a County contract.

The Contractor shall notify the County within 15 days of any information regarding any material changes to its business or operations that are relevant to the prequalification application. Failure to do so could result in suspension, revocation of the contractor's prequalification, debarment from County contracts for up to three years or other sanctions available under the law.

Contractors or subcontractors of any tier who attain prequalification status will retain that status for a period of two years from the date of qualification. Subcontractors must become prequalified ten days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become prequalified as early as possible.

No contracts will be awarded for construction work performed on Dane County projects unless the contractor is currently approved as a Wisconsin Trade Trainer or has applied for approval as an Apprenticeship Trade Trainer to the Wisconsin Department of Workforce Development and agrees to an acceptable apprenticeship program. If you are not currently approved as a Wisconsin Trade Trainer, or have not applied for approval as an Apprenticeship Trade Trainer, please contact the Department of Workforce Development – Bureau of Apprenticeship Standards at (608) 266-3133 or visit their web site at www.wisconsinapprenticeship.org.

EXEMPTIONS

- Contractors or subcontractors of any tier automatically attain prequalification status with Dane County if the contractor has current Executive Order 108 precertification status with the State of Wisconsin or prequalification status with the City of Madison.
- Contractors who employ less than five (5) craft workers are not required to prequalify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor/subcontractor provides sufficient documentation to demonstrate one or more of the following:
 - apprentices are not available in a specific geographic area; or
 - the applicable apprenticeship program is unsuitable or unavailable; or
 - there is a documented depression of the local construction market which prevents compliance.

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for the project or obtain the same through the use of responsible, prequalified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Does your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Does your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Does your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Does your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 precertified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm prequalified with the City of Madison?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17	Is your firm exempt from being prequalified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
18	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also prequalified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

Your firm's Officer, or the individual who would sign a bid and/or contract documents must sign this document.

I do hereby certify that all statements herein contained are true and correct to the best of my knowledge:

Signature

Date

Printed or Typed Name and Title

NAME AND ADDRESS OF CONTRACTOR	
Name of Firm	
Address	
City, State, Zip	
Telephone Number	
Fax Number	
E-mail Address	

REMEMBER!

Return all to forms and attachments, or questions to:

JOHN SCHRAUFNAGEL
DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713

EMAIL: SCHRAUFNAGEL@CO.DANE.WI.US
OFFICE: (608) 266-4798, CELL: (608) 575-3374, FAX: (608) 267-1533

APPENDIX A

APPRENTICEABLE TRADES

Bricklayer
Carpenter
Cement Mason/Concrete Finisher
Cement Mason (Heavy Highway)
Construction Craft Laborer
Data Communications Installer
Electrician
Environmental Systems Technician/HVAC Service Technician/HVAC Install/Service
Glazier
Heavy Equipment Operator/Operating Engineer
Insulation Worker (Heat & Frost)
Iron Worker (Assembler, Metal Buildings)
Painter/Decorator
Plasterer
Plumber
Roofer/Waterproofer
Sheet Metal Worker
Sprinkler Fitter
Steamfitter (Service & Refrigeration)
Taper & Finisher
Telecommunications (Voice, Data & Video) Installer/Technician
Tile Setter

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 311005

Authority: Res. _____, [2007-08]

THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and _____ (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide High-Speed Roll Up Door Installation (2) at the Alliant Energy Center Exhibition Hall & in Madison, Wi. [including Alternate Bid[s] X, Y & Z (if applicable)] ("the Project"); and

WHEREAS, CONTRACTOR, whose address is _____ is able and willing to construct the Project, in accordance with the Construction Documents;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CONTRACTOR do agree as follows:

1. CONTRACTOR agrees to construct, for the price of \$_____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by _____ (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment,

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

4. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Contract Compliance Office, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

5. During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer."

6. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.

7. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

8. This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

9. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.

* * * * *

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Associate Public Works Director.

FOR COUNTY:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of WI as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum of () Percent of total amount bid Dollars (\$) Percent of attached bid.

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No.: (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of , 20 .

(Principal) (Seal)
(Witness)
(Title)
(Surety) (Seal)
(Witness)
ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: \$ _____

Modifications to this Bond: _____

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other

claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: \$ _____

Modifications to this Bond: _____

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's

subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. BIDS AND QUOTATIONS	1
2. GUARANTEE AND BOND	2
3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	3
4. AWARDS	4
5. CONTRACT PROVISIONS.....	5
6. GENERAL GUARANTEE.....	10
7. IDENTICAL BIDDING	10
8. BINDING CONTRACTS	11
9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES.....	11
10. COMPLIANCE WITH FAIR LABOR STANDARDS.....	12
11. DOMESTIC PARTNERSHIP BENEFITS.....	12
12. INSURANCE REQUIREMENTS	12

1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to the attention of Public Works Engineering Division and received at the Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before the local time and date specified herein for the Bid Opening. Seal all bids in envelopes and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Construction Documents shall mean Dane County.

- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.

- C. **Additional Data with Bid.** Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the consideration of such data and information.

- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Construction Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.

- E. **Withdrawal or Late Bids.** The County will not accept formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, after the time of Bid Opening.

- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with the Purchasing Division.

- G. **Products by Name.** Intention of Specifications of products by name is to be descriptive of quality, workmanship, finish, function and approximate characteristics desired; intention is not necessarily restriction. Consideration of products substitution for those named is possible, provided the substitute offered is, in the opinion of the Dane County Public Works

Project Engineer, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute a regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Opening date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in the Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors.. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** The Bid Opening is the time fixed for the opening of formal bids. The Bids' contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified bank check (note: uncertified checks will not be acceptable), a cashier's check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt

by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish an acceptable Performance Bond (Article 2.C.) within twenty (20) days after receipt of notice of award shall render the guarantor liable to the County. Bids covered by certified check or bond such security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.
- C. **Performance / Payment Bond.** When required, file a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted. Such guarantee must be a bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that the Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to the acceptance of the finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of the successful bidder's failure to comply and perform the Work and complete the Contract in accordance with the Construction Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards to compare the Work.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Construction Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Construction Documents.
- E. The Contractor shall review, approve and submit to the Public Works Project Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor not required by the Construction Documents, may be returned without action.
- F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Public Works Project Engineer has approved the respective submittal. Such Work shall be in accordance with approved submittals.

- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Construction Documents.
- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Construction Documents by the Public Works Project Engineer's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Project Engineer in writing of such deviation at the time of submittal and the Public Works Project Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Project Engineer's approval thereof.
- I. The Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by the Architect / Engineer or the Public Works Project Engineer on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.

- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Engineer.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Engineer, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Engineer.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
 - 1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.

H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Engineer's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer may in the discretion, cancel the Contract.

I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Engineer shall direct all required laboratory tests. The decision of the Public Works Project Engineer on acceptance shall be final.

J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.

K. **Changes in the Work.**

1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
 - a) Unit bid prices previously approved.
 - b) An agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and

- 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 - c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 2. If the Contractor claims that by any instructions given by the Architect / Engineer, the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
 3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect / Engineer and approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
 4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Engineer to proceed.
- L. Payments to Contractor.**
1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment from the Architect / Engineer and approval of the Department.
 2. The Contractor shall submit to the Architect / Engineer an Application and Certificate of Payment. The Architect / Engineer will review and approve this before sending it to the Public Works Project Engineer. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.

3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.
4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Engineer find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Engineer find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

M. Withholding of Payments.

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed

in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.

2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

N. Acceptance of Final Payment as Release.

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
 - a) Unsettled lien;
 - b) Faulty or defective work appearing after substantial completion;
 - c) Failure of the work to comply with the requirements of the Construction Documents;
or
 - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

O. Lien Waivers. The Contractor warrants that title to all work covered by an application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractor, material suppliers, or other persons or entities making a claim by reason of having provide labor, materials and equipment related to the Work.

P. Use and Occupancy Prior to Acceptance. The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Department, provided the Department:

1. Secures written consent of the Contractor; except when in the opinion of the Department's Public Works Project Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
2. Secures endorsement from the insurance carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction, or, secures consent of the Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of the project to be occupied, at time of occupancy.

Q. Correction of Work.

1. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to the inspection of the Architect / Engineer and the Public Works Project Engineer who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Architect / Engineer's and the Public Works Project Engineer's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.
2. If the Contractor defaults or neglects to carry out the Work in accordance with the Construction Documents or fails to perform any provision of the Contract, the Department may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect / Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

- A. Neither the final certificate of payment nor any provision in the Construction Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Construction Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
 1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.
- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Architect / Engineer and the Public Works Project Engineer.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

7. IDENTICAL BIDDING

- A. **Antitrust Laws.** All identical bids submitted to the County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total

amount shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

8. BINDING CONTRACTS

- A. **Contract Commitment.** Any contracts resulting from this bid shall be binding on a successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) days of the effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.
- C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.

- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBES as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBES and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

10. COMPLIANCE WITH FAIR LABOR STANDARDS

- A. During term of this Contract, Contractor shall report to County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Contractor has violated statute or regulation regarding labor standards or relations. If investigation by Contract Compliance Officer results in final determination that matter adversely affects Contractor's responsibilities under this Contract, and which recommends termination, suspension or cancellation of this Contract, County may take such action.
- B. Contractor may appeal any adverse finding by Contract Compliance Officer as set forth in Dane County Ordinance 25.015(11)(c) through (e).
- C. Contractor shall post this statement in prominent place visible to employees: "As condition of receiving and maintaining contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

11. DOMESTIC PARTNERSHIP BENEFITS

- A. Contractor agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. Contractor agrees to make available for County inspection Contractor's payroll records relating to employees providing services on or under this Contract or subcontract. If any payroll records of Contractor contain any false, misleading or fraudulent information, or if Contractor fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Contract; terminate, cancel or suspend Contract in whole or in part; or, after due process hearing, deny Contractor right to participate in bidding on future County contracts for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

12. INSURANCE REQUIREMENTS

- A. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.
- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.

- C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- E. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
 - 1. **Worker's Compensation Insurance**
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
 - 2. **Contractor's Public Liability and Property Damage Insurance**
The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
 - 3. **Auto Liability Insurance**
The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
- F. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.
- G. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be


canceled or materially altered, except after ten (10) days written notice has been received by the County.”

- H. **Builder’s Risk.** County shall provide Builder’s Risk policy. Terms of this policy will be made available by County’s Risk Manager upon Contractor’s request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit partial and final Application & Certificate for Payment for work under said contract. Form shall provide similar information as shown on AIA G702™ and G703™ forms (samples shown below). Forms shall be submitted to [project Architect / Engineer, Public Works Project Engineer] for approval.


AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of his knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that all amounts have been earned and are due from the Owner, and that no amounts have been withheld or are to be withheld from the Contractor for work performed on the Owner's account.

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE \$ _____

5. RETAINAGE:

a. On Completed Work (70%) \$ _____

b. Material \$ _____

6. TOTAL RETAINAGE \$ _____

7. LESS PREVIOUS PAYMENTS FOR (Line 6 from prior applications) \$ _____

8. CURRENT AMOUNT DUE \$ _____

9. BALANCE DUE TO CONTRACTOR (Line 8 minus Line 7) \$ _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	\$

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail: The American Institute of Architects' legal counsel, copyright@aia.org.

 **AIA** Document G703™ – 1992

Continuation Sheet

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO.:

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED ON SITE	G TOTAL		I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD		H COMPLETED (A + F)	J % (G ÷ C)	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1976, 1982 and 1992 by The American Institute of Architects. All rights reserved. (AIA/INHO). This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce (in 100 copies) of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

1. PREVAILING WAGE RATE DETERMINATION

- A. These supplements shall modify, delete, and / or add to Conditions of Contract. Where any article, paragraph, or subparagraph in Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
1. Conditions of Contract. Following Prevailing Wage Rate Determination No. 201100224 is added to Conditions of Contract.
- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
1. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 2. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)
 3. Disclosure of Ownership (ERD-7777)
 4. Request To Employ Subjourneyperson (ERD-10880)

ISSUE DATE: 1/24/2011

PROJECT:

REROOF DANE COUNTY HWY. STOUGHTON GARAGE
PLEASANT SPRINGS TOWN, DANE COUNTY, WI
Determination No. 201100224 [Owner Project No. BID # 311005]

PROJECT OWNER:

THOMAS SRACIC, PROJECT MANAGER
DANE COUNTY
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 537131400

REQUESTER:

THOMAS SRACIC, PROJECT MANAGER
DANE COUNTY PUBLIC WORKS
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53703

ADDITIONAL CONTACT:

NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

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

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

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

À
QJÙWÒÖÁÖYKÁ
~~~~~  
Equal Rights Division  
Labor Standards Bureau  
Construction Wage Standards Section  
PO Box 8928 Madison, WI 53708-8928  
(608)266-6861

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

À

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 1/24/2011

**DETERMINATION NUMBER:** 201100224

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

**PROJECT NAME:** REROOF DANE COUNTY HWY.STOUGHTON GARAGE  
PROJECT NO: BID # 311005

**PROJECT LOCATION:** PLEASANT SPRINGS TOWN, DANE COUNTY, WI

**CONTRACTING AGENCY:** DANE COUNTY

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLASSIFICATION:</b>                        | Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .                                                                                                                |
| <b>OVERTIME:</b>                              | Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> |
| <b>FUTURE INCREASE:</b>                       | When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>PREMIUM PAY:</b>                           | If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.                                                                                                                                                                                                                                                                                                                                                                |
| <b>APPRENTICES:</b>                           | Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.                                                                                                                                                                                                                                                                                                                    |
| <b>SUBJOURNEY:</b>                            | Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.                                                                                                                                          |
| <b>ELECTRONIC CERTIFIED: PAYROLL REPORTS:</b> | Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm">http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm</a> .                                             |



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.

|                                       |
|---------------------------------------|
| <b>BUILDING OR HEAVY CONSTRUCTION</b> |
|---------------------------------------|

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.

|                       |
|-----------------------|
| <b>SKILLED TRADES</b> |
|-----------------------|

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u>           | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|-------------|--------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|             |                                      | \$                                      | \$                                    | \$           |
| 101         | Acoustic Ceiling Tile Installer      | 28.31                                   | 14.91                                 | 43.22        |
| 102         | Boilermaker                          | 33.64                                   | 19.92                                 | 53.56        |
| 103         | Bricklayer, Blocklayer or Stonemason | 32.66                                   | 16.20                                 | 48.86        |
| 104         | Cabinet Installer                    | 28.31                                   | 14.91                                 | 43.22        |
| 105         | Carpenter                            | 28.31                                   | 14.91                                 | 43.22        |
| 106         | Carpet Layer or Soft Floor Coverer   | 28.31                                   | 14.91                                 | 43.22        |
| 107         | Cement Finisher                      | 30.73                                   | 14.38                                 | 45.11        |
| 108         | Drywall Taper or Finisher            | 25.95                                   | 13.20                                 | 39.15        |
| 109         | Electrician                          | 32.55                                   | 18.68                                 | 51.23        |
| 110         | Elevator Constructor                 | 43.79                                   | 21.82                                 | 65.61        |
| 111         | Fence Erector                        | 22.50                                   | 3.66                                  | 26.16        |
| 112         | Fire Sprinkler Fitter                | 36.89                                   | 15.10                                 | 51.99        |
| 113         | Glazier                              | 36.92                                   | 8.53                                  | 45.45        |
| 114         | Heat or Frost Insulator              | 33.28                                   | 22.51                                 | 55.79        |
| 115         | Insulator (Batt or Blown)            | 23.62                                   | 11.55                                 | 35.17        |
| 116         | Ironworker                           | 30.90                                   | 17.11                                 | 48.01        |
| 117         | Lather                               | 28.31                                   | 14.91                                 | 43.22        |
| 118         | Line Constructor (Electrical)        | 35.26                                   | 21.35                                 | 56.61        |
| 119         | Marble Finisher                      | 29.40                                   | 14.31                                 | 43.71        |
| 120         | Marble Mason                         | 31.46                                   | 15.45                                 | 46.91        |
| 121         | Metal Building Erector               | 30.90                                   | 16.69                                 | 47.59        |
| 122         | Millwright                           | 29.91                                   | 14.91                                 | 44.82        |
| 123         | Overhead Door Installer              | 17.25                                   | 3.00                                  | 20.25        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                         | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                              | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 124                                                            | Painter<br>Future Increase(s):<br>Add \$.60/hr. on 6/1/2011; Add \$.75/hr. on 6/1/2012<br>Premium Increase(s):<br>Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging;<br>Add \$1.00/hr. spray/structural steel; Add \$.30/hr. for<br>drywall taper. | 25.65                                   | 13.20                                 | 38.85        |
| 125                                                            | Pavement Marking Operator                                                                                                                                                                                                                               | 25.65                                   | 13.10                                 | 38.75        |
| 126                                                            | Piledriver                                                                                                                                                                                                                                              | 28.81                                   | 14.91                                 | 43.72        |
| 127                                                            | Pipeline Fuser or Welder (Gas or Utility)                                                                                                                                                                                                               | 28.91                                   | 17.34                                 | 46.25        |
| 129                                                            | Plasterer                                                                                                                                                                                                                                               | 27.68                                   | 14.22                                 | 41.90        |
| 130                                                            | Plumber                                                                                                                                                                                                                                                 | 36.62                                   | 14.92                                 | 51.54        |
| 132                                                            | Refrigeration Mechanic                                                                                                                                                                                                                                  | 37.21                                   | 19.04                                 | 56.25        |
| 133                                                            | Rofer or Waterproofofer                                                                                                                                                                                                                                 | 28.85                                   | 0.37                                  | 29.22        |
| 134                                                            | Sheet Metal Worker                                                                                                                                                                                                                                      | 34.23                                   | 19.60                                 | 53.83        |
| 135                                                            | Steamfitter                                                                                                                                                                                                                                             | 38.05                                   | 15.76                                 | 53.81        |
| 137                                                            | Teledata Technician or Installer                                                                                                                                                                                                                        | 21.26                                   | 11.52                                 | 32.78        |
| 138                                                            | Temperature Control Installer                                                                                                                                                                                                                           | 31.61                                   | 17.90                                 | 49.51        |
| 139                                                            | Terrazzo Finisher                                                                                                                                                                                                                                       | 29.40                                   | 14.31                                 | 43.71        |
| 140                                                            | Terrazzo Mechanic                                                                                                                                                                                                                                       | 29.40                                   | 14.31                                 | 43.71        |
| 141                                                            | Tile Finisher                                                                                                                                                                                                                                           | 20.27                                   | 0.44                                  | 20.71        |
| 142                                                            | Tile Setter                                                                                                                                                                                                                                             | 29.21                                   | 7.80                                  | 37.01        |
| 143                                                            | Tuckpointer, Caulker or Cleaner                                                                                                                                                                                                                         | 31.46                                   | 17.43                                 | 48.89        |
| 144                                                            | Underwater Diver (Except on Great Lakes)                                                                                                                                                                                                                | 32.31                                   | 14.91                                 | 47.22        |
| 146                                                            | Well Driller or Pump Installer<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/11.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic<br>rate.                                                                              | 24.22                                   | 14.80                                 | 39.02        |
| 147                                                            | Siding Installer                                                                                                                                                                                                                                        | 12.00                                   | 4.34                                  | 16.34        |
| 150                                                            | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION<br>ONLY                                                                                                                                                                                         | 26.88                                   | 13.71                                 | 40.59        |
| 151                                                            | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                                                                                             | 27.66                                   | 0.00                                  | 27.66        |
| 152                                                            | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                                                                                                  | 24.68                                   | 1.09                                  | 25.77        |
| 153                                                            | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                                                                                                  | 25.44                                   | 0.00                                  | 25.44        |

|     |                                               |       |      |       |
|-----|-----------------------------------------------|-------|------|-------|
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 17.41 | 9.80 | 27.21 |
|-----|-----------------------------------------------|-------|------|-------|

---

**TRUCK DRIVERS**

---

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                              | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                   | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 201                                                            | Single Axle or Two Axle                                                                                                                      | 31.32                                   | 10.83                                 | 42.15        |
| 203                                                            | Three or More Axle                                                                                                                           | 17.75                                   | 15.58                                 | 33.33        |
| 204                                                            | Articulated, Euclid, Dumptor, Off Road Material Hauler<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 205                                                            | Pavement Marking Vehicle                                                                                                                     | 20.85                                   | 11.02                                 | 31.87        |
| 207                                                            | Truck Mechanic                                                                                                                               | 17.75                                   | 15.58                                 | 33.33        |

---

**LABORERS**

---

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                   | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                        | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 301                                                            | General Laborer<br>Premium Increase(s):<br>Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender      | 24.69                                   | 12.90                                 | 37.59        |
| 302                                                            | Asbestos Abatement Worker                                                                                         | 16.00                                   | 4.81                                  | 20.81        |
| 303                                                            | Landscaper                                                                                                        | 13.00                                   | 0.00                                  | 13.00        |
| 310                                                            | Gas or Utility Pipeline Laborer (Other Than Sewer and Water)<br>Future Increase(s):<br>Add \$1.00/hr. on 6/1/2011 | 19.94                                   | 11.65                                 | 31.59        |
| 311                                                            | Fiber Optic Laborer (Outside, Other Than Concrete Encased)                                                        | 15.00                                   | 3.59                                  | 18.59        |
| 314                                                            | Railroad Track Laborer                                                                                            | 22.81                                   | 13.42                                 | 36.23        |

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

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 501                                                            | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). | 30.89                                   | 17.85                                 | 48.74        |
| 502                                                            | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 32.42                                   | 17.96                                 | 50.38        |
| 503                                                            | Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                                                                                                                                                                        | 31.89                                   | 17.96                                 | 49.85        |
| 504                                                            | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 35.05                                   | 18.08                                 | 53.13        |
| 505                                                            | Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator.<br>Premium Increase(s):<br>Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 37.45                                   | 19.45                                 | 56.90        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                           | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b><u>TOTAL</u></b> |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|---------------------|
| <b><u>CODE</u></b>                                             | <b><u>TRADE OR OCCUPATION</u></b>                                                                                                                                                                                                                                                                                                                                         | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>           |
| 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.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 33.35                                   | 19.33                                 | 52.68               |

|     |                                                                                                                                                                                                                                                                                         |       |       |       |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| 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. | 32.20 | 18.69 | 50.89 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|

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

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b><u>TOTAL</u></b> |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|---------------------|
| <b><u>CODE</u></b>                                             | <b><u>TRADE OR OCCUPATION</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>           |
| 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.<br>Premium Increase(s):<br>Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.                                                    | 34.62                                   | 17.96                                 | 52.58               |
| 509                                                            | Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).                                                                           | 34.88                                   | 9.78                                  | 44.66               |
| 510                                                            | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). | 33.28                                   | 9.70                                  | 42.98               |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 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).<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 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; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                 | 29.82                                   | 17.96                                 | 47.78        |
| 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; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 23.98                                   | 6.72                                  | 30.70        |
| 514                                                            | Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 34.89                                   | 19.68                                 | 54.57        |
| 515                                                            | Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/2011.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 29.27                                   | 16.85                                 | 46.12        |
| 516                                                            | Fiber Optic Cable Equipment<br>Future Increase(s):<br>Add \$1.75/hr on 2/1/11.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 24.39                                   | 15.45                                 | 39.84        |





|                                            |
|--------------------------------------------|
| <b>SEWER, WATER OR TUNNEL CONSTRUCTION</b> |
|--------------------------------------------|

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

|                       |
|-----------------------|
| <b>SKILLED TRADES</b> |
|-----------------------|

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u>                                                                                                                                                | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|             |                                                                                                                                                                           | \$                                      | \$                                    | \$           |
| 103         | Bricklayer, Blocklayer or Stonemason                                                                                                                                      | 31.46                                   | 15.45                                 | 46.91        |
| 105         | Carpenter                                                                                                                                                                 | 31.38                                   | 16.03                                 | 47.41        |
| 107         | Cement Finisher                                                                                                                                                           | 24.00                                   | 18.63                                 | 42.63        |
| 109         | Electrician                                                                                                                                                               | 29.02                                   | 11.47                                 | 40.49        |
| 111         | Fence Erector                                                                                                                                                             | 22.50                                   | 3.66                                  | 26.16        |
| 116         | Ironworker<br>Future Increase(s):<br>Add \$2/hr on 6/6/2011.                                                                                                              | 31.31                                   | 21.79                                 | 53.10        |
| 118         | Line Constructor (Electrical)                                                                                                                                             | 35.26                                   | 21.35                                 | 56.61        |
| 125         | Pavement Marking Operator                                                                                                                                                 | 25.65                                   | 13.10                                 | 38.75        |
| 126         | Piledriver<br>Future Increase(s):<br>Add \$2.65/hr on 6/6/11.<br>Premium Increase(s):<br>Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for<br>Sheet Piling Loftsman. | 28.11                                   | 23.76                                 | 51.87        |
| 130         | Plumber                                                                                                                                                                   | 34.45                                   | 15.50                                 | 49.95        |
| 135         | Steamfitter                                                                                                                                                               | 31.65                                   | 15.04                                 | 46.69        |
| 137         | Teledata Technician or Installer                                                                                                                                          | 21.26                                   | 11.52                                 | 32.78        |
| 143         | Tuckpointer, Caulker or Cleaner                                                                                                                                           | 31.46                                   | 17.43                                 | 48.89        |
| 144         | Underwater Diver (Except on Great Lakes)                                                                                                                                  | 32.31                                   | 14.91                                 | 47.22        |
| 146         | Well Driller or Pump Installer                                                                                                                                            | 24.22                                   | 14.80                                 | 39.02        |
| 150         | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                              | 26.88                                   | 13.71                                 | 40.59        |
| 151         | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                               | 27.66                                   | 0.00                                  | 27.66        |
| 152         | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                    | 24.68                                   | 1.09                                  | 25.77        |
| 153         | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                    | 25.44                                   | 0.00                                  | 25.44        |
| 154         | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY                                                                                                                             | 17.41                                   | 9.80                                  | 27.21        |

**TRUCK DRIVERS**

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                              | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                   | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 201                                                            | Single Axle or Two Axle                                                                                                                      | 31.32                                   | 10.83                                 | 42.15        |
| 203                                                            | Three or More Axle                                                                                                                           | 17.75                                   | 14.95                                 | 32.70        |
| 204                                                            | Articulated, Euclid, Dumptor, Off Road Material Hauler<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 205                                                            | Pavement Marking Vehicle                                                                                                                     | 20.85                                   | 11.02                                 | 31.87        |
| 207                                                            | Truck Mechanic                                                                                                                               | 17.75                                   | 14.95                                 | 32.70        |

**LABORERS**

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                             | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                  | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 301                                                            | General Laborer<br>Future Increase(s):<br>Add \$1.45/hr on 6/6/2011.<br>Premium Increase(s):<br>Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air. | 25.83                                   | 12.89                                 | 38.72        |
| 303                                                            | Landscaper                                                                                                                                                                                                                                                                                                                                                  | 13.00                                   | 0.00                                  | 13.00        |
| 304                                                            | Flagperson or Traffic Control Person                                                                                                                                                                                                                                                                                                                        | 21.40                                   | 12.40                                 | 33.80        |
| 311                                                            | Fiber Optic Laborer (Outside, Other Than Concrete Encased)                                                                                                                                                                                                                                                                                                  | 12.50                                   | 0.00                                  | 12.50        |
| 314                                                            | Railroad Track Laborer                                                                                                                                                                                                                                                                                                                                      | 22.81                                   | 13.42                                 | 36.23        |

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

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 521                                                            | <p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/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.</p> <p>Premium Increase(s):<br/>Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday &amp; holidays, pay two times the hourly basic rate.</p>                                                                                                                                                                                                                                                                                                                                      | 34.62                                   | 17.96                                 | 52.58        |
| 522                                                            | <p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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. &amp; Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Premium Increase(s):<br/>On Sunday &amp; holidays, pay two times the hourly basic rate.</p>                                            | 32.42                                   | 17.96                                 | 50.38        |
| 523                                                            | <p>Air Track, Rotary or Percussion Drilling Machine &amp;/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 &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; 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).</p> <p>Premium Increase(s):<br/>On Sunday &amp; holidays, pay two times the hourly basic rate.</p> | 31.89                                   | 17.96                                 | 49.85        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 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.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 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.<br>Future Increase(s):<br>Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.<br>Premium Increase(s):<br>Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.                                                                      | 29.41                                   | 17.75                                 | 47.16        |
| 526                                                            | Boiler (Temporary Heat); Forklift; Greaser; Oiler.<br>Future Increase(s):<br>Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.<br>Premium Increase(s):<br>Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 29.41                                   | 17.75                                 | 47.16        |
| 527                                                            | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 35.05                                   | 18.08                                 | 53.13        |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 35.05                                   | 18.08                                 | 53.13        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                         |                                                |                                              |                     |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|---------------------|
| <b><u>CODE</u></b>                                             | <b><u>TRADE OR OCCUPATION</u></b>                                                                                                                                                                                                                                                       | <b><u>HOURLY<br/>BASIC RATE<br/>OF PAY</u></b> | <b><u>HOURLY<br/>FRINGE<br/>BENEFITS</u></b> | <b><u>TOTAL</u></b> |
|                                                                |                                                                                                                                                                                                                                                                                         | <b>\$</b>                                      | <b>\$</b>                                    | <b>\$</b>           |
| 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.     | 32.20                                          | 18.69                                        | 50.89               |
| 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. | 32.20                                          | 18.69                                        | 50.89               |

|                                                          |
|----------------------------------------------------------|
| <b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b> |
|----------------------------------------------------------|

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**

---

| <b>CODE</b> | <b>TRADE OR OCCUPATION</b>                                   | <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                       |              |
|-------------|--------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|--------------|
|             |                                                              | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b>                        | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|             |                                                              | \$                                                             | \$                                    | \$           |
| 103         | Bricklayer, Blocklayer or Stonemason                         | 31.46                                                          | 15.45                                 | 46.91        |
| 105         | Carpenter<br>Future Increase(s):<br>Add \$2.65 on 6/6/11     | 31.68                                                          | 18.41                                 | 50.09        |
| 107         | Cement Finisher                                              | 28.67                                                          | 14.77                                 | 43.44        |
| 109         | Electrician                                                  | 31.61                                                          | 18.59                                 | 50.20        |
| 111         | Fence Erector                                                | 22.50                                                          | 3.66                                  | 26.16        |
| 116         | Ironworker<br>Future Increase(s):<br>Add \$2/hr on 6/6/2011. | 31.31                                                          | 21.79                                 | 53.10        |
| 118         | Line Constructor (Electrical)                                | 35.26                                                          | 21.35                                 | 56.61        |
| 124         | Painter                                                      | 25.65                                                          | 13.10                                 | 38.75        |
| 125         | Pavement Marking Operator                                    | 23.46                                                          | 9.45                                  | 32.91        |
| 126         | Piledriver                                                   | 28.81                                                          | 14.91                                 | 43.72        |
| 133         | Rofer or Waterproofer                                        | 28.85                                                          | 0.37                                  | 29.22        |
| 137         | Teledata Technician or Installer                             | 21.26                                                          | 11.52                                 | 32.78        |
| 143         | Tuckpointer, Caulker or Cleaner                              | 31.46                                                          | 17.43                                 | 48.89        |
| 144         | Underwater Diver (Except on Great Lakes)                     | 32.31                                                          | 14.91                                 | 47.22        |
| 150         | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 26.88                                                          | 13.71                                 | 40.59        |
| 151         | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  | 28.60                                                          | 12.67                                 | 41.27        |
| 152         | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY       | 24.68                                                          | 12.41                                 | 37.09        |
| 153         | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY       | 22.92                                                          | 11.87                                 | 34.79        |
| 154         | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY                | 29.06                                                          | 15.39                                 | 44.45        |

**TRUCK DRIVERS**

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                              | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                   | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 201                                                            | Single Axle or Two Axle                                                                                                                      | 21.42                                   | 5.62                                  | 27.04        |
| 203                                                            | Three or More Axle                                                                                                                           | 13.00                                   | 15.56                                 | 28.56        |
| 204                                                            | Articulated, Euclid, Dumptor, Off Road Material Hauler<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 205                                                            | Pavement Marking Vehicle                                                                                                                     | 20.85                                   | 11.02                                 | 31.87        |
| 206                                                            | Shadow or Pilot Vehicle                                                                                                                      | 21.42                                   | 5.62                                  | 27.04        |
| 207                                                            | Truck Mechanic                                                                                                                               | 13.00                                   | 15.56                                 | 28.56        |

**LABORERS**

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 301                                                            | General Laborer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 22.14                                   | 12.07                                 | 34.21        |
| 303                                                            | Landscaper<br>Future Increase(s):<br>Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add<br>\$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14.<br>Premium Increase(s):<br>"Airport Pavement or State Highway Construction"<br>project type only, add \$1.25/hr for work on projects<br>involving temporary traffic control setup, for lane and<br>shoulder closures, when work under artificial illumination<br>conditions is necessary as required by the project<br>provisions (including prep time prior to and/or cleanup<br>after such time period). | 26.15                                   | 12.90                                 | 39.05        |
| 304                                                            | Flagperson or Traffic Control Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 21.40                                   | 11.76                                 | 33.16        |
| 311                                                            | Fiber Optic Laborer (Outside, Other Than Concrete Encased)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 15.00                                   | 3.59                                  | 18.59        |
| 314                                                            | Railroad Track Laborer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 22.81                                   | 13.42                                 | 36.23        |

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

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 541                                                            | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 31.97                                   | 16.96                                 | 48.93        |
| 542                                                            | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.<br>Future Increase(s):<br>Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 32.57                                   | 18.10                                 | 50.67        |



| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 543                                                            | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or 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.<br>Future Increase(s):<br>Add \$1.85/hr on 5/31/2011.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 32.32                                   | 16.75                                 | 49.07        |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 28.57                                   | 16.48                                 | 45.05        |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 29.97                                   | 16.72                                 | 46.69        |
| 546                                                            | Fiber Optic Cable Equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 22.79                                   | 15.30                                 | 38.09        |
| 547                                                            | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 35.05                                   | 18.08                                 | 53.13        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                         | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                              | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 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.                                                                                | 35.05                                   | 18.08                                 | 53.13        |
| 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.     | 32.20                                   | 18.69                                 | 50.89        |
| 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. | 32.20                                   | 18.69                                 | 50.89        |

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER WORK**

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 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.                                                                                                                                                                                                                    | 31.97                                   | 17.35                                 | 49.32        |
| 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. | 30.42                                   | 17.05                                 | 47.47        |

| <b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
| <b>CODE</b>                                                    | <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 553                                                            | Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate. | 31.89                                   | 17.96                                 | 49.85        |
| 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.<br>Future Increase(s):<br>Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 31.52                                   | 17.75                                 | 49.27        |
| 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.<br>Future Increase(s):<br>Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Increase(s):<br>On Sunday & holidays, pay two times the hourly basic rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 31.52                                   | 17.75                                 | 49.27        |

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

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u>   | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u><br>\$ | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u><br>\$ | <u>TOTAL</u><br>\$ |
|-------------|------------------------------|-----------------------------------------------|---------------------------------------------|--------------------|
| 556         | Fiber Optic Cable Equipment. | 22.79                                         | 15.30                                       | 38.09              |

\*\*\*\*\* END OF RATES \*\*\*\*\*



The documents following the Prevailing Wage Rate Determination consist of 13 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

| ERD Form Number | Form Name                                                                                      | Party Who Uses the Form                                                                                                        | Pages |
|-----------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------|
| 16056           | Post the White Sheet                                                                           | Contracting agency                                                                                                             | 1     |
| 16770           | Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats. | All contractors working on public works and publicly funded private construction projects                                      | 1     |
| 10908           | Consolidated List of Debarred Contractors                                                      | Any party contracting someone to complete work on a prevailing wage project                                                    | 1     |
| 7777            | Disclosure of Ownership                                                                        | Contractors that meet the criteria set out in (3)(A)&(B) of the form                                                           | 1     |
| 5724            | Prime Contractor Affidavit of Compliance                                                       | Prime contractor files with contracting agency upon completion of the work before receiving final payment                      | 2     |
| 10584           | Agent or Subcontractor Affidavit of Compliance                                                 | Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment | 2     |
| 10880           | Request to Employ Subjourneyperson                                                             | Contractors wishing to employ a subjourneyperson(s)                                                                            | 1     |
|                 | Prevailing Wage - Public Entity Project Owners                                                 | Explanation of project owner responsibilities                                                                                  | 2     |
|                 | Prevailing Wage – Contractors                                                                  | Explanation of contractor responsibilities                                                                                     | 2     |

## **POST THE WHITE SHEET**

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

## Disclaimer

**Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.**

### **103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS.** In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

**(2) SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

**(3) SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

**(4) EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

**(5) LOCAL ORDINANCES: STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

History: 2005 a. 181; 2009 a. 28.

Consolidated List of Debarred Contractors  
Prepared and Issued By  
State of Wisconsin  
Department of Workforce Development

January 1, 2011

This list has been prepared in accordance with the provisions of s. 66.0903(12) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency or local governmental unit may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

| <u>Name of Contractor</u>                               | <u>Address</u>                                  | <u>Effective Date</u> | <u>Termination Date</u> | <u>Cause Code</u> | <u>Date of Violation(s)</u> | <u>Limitations/Deviations</u> |
|---------------------------------------------------------|-------------------------------------------------|-----------------------|-------------------------|-------------------|-----------------------------|-------------------------------|
| Custom Heating & Air LLC                                | 283 Tony Lane<br>Green Bay, WI 54304            | 12/1/06               | 11/30/09                | 1, 2<br>and 4     | 2003 to<br>2004             | None                          |
| D. C. Nevels Trucking, Inc. or<br>D. C. Nevels Trucking | 3246 North Sherman Blvd.<br>Milwaukee, WI 53216 | 6/1/05                | 5/31/08                 | 1, 2<br>and 4     | 2000-<br>2002               | None                          |
| Joseph Stoller Company                                  | N8426 Hwy 42<br>Algoma WI 54201                 | 2/1/2007              | 1/31/2010               | 1 and 2           | 2004 and<br>2005            | None                          |
| Keiver, David                                           | See Custom Heating & Air LLC                    | 12/1/06               | 11/30/09                | 1, 2<br>and 4     | 2003 and<br>2004            | None                          |
| Nevels, Betty                                           | See D. C. Nevels Trucking, Inc.                 |                       |                         |                   |                             |                               |
| Nevels, Donald                                          | See D. C. Nevels Trucking, Inc.                 |                       |                         |                   |                             |                               |
| Stoller Enterprises LLC                                 | N8426 Hwy 42<br>Algoma, WI 54201-9552           | 2/1/2007              | 1/31/2010               | 1 and 2           | 2005 to<br>2006             | None                          |
| Stoller, Joseph                                         | See Joseph Stoller Company                      |                       |                         |                   |                             |                               |
| Stoller, Patrick J.                                     | See Stoller Enterprises LLC                     |                       |                         |                   |                             |                               |

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.



## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, 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), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project 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

### Other Construction Business

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

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

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

**If you have any questions call (608) 266-6861**

## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| State Of )             | Project Name              |                                |
|                        | DWD Determination Number  | Project Number (if applicable) |
| County Of )<br><br>)SS | Date Determination Issued | Date of Contract               |
|                        | Awarding Agency           |                                |
|                        | Date Work Completed       |                                |

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

|                                                                                                          |      |       |             |                  |
|----------------------------------------------------------------------------------------------------------|------|-------|-------------|------------------|
| Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit |      |       |             |                  |
| Street Address                                                                                           | City | State | Zip Code    | Telephone Number |
| Print Name of Authorized Officer                                                                         |      |       | Date Signed |                  |
| Signature of Authorized Officer                                                                          |      |       |             |                  |

## List of Agents and Subcontractors

|                  |       |          |                  |       |          |
|------------------|-------|----------|------------------|-------|----------|
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |
| Name             |       |          | Name             |       |          |
| Street Address   |       |          | Street Address   |       |          |
| City             | State | Zip Code | City             | State | Zip Code |
| Telephone Number |       |          | Telephone Number |       |          |

**If you have any questions call (608) 266-6861**

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

|                                                      |                           |                                |
|------------------------------------------------------|---------------------------|--------------------------------|
| State Of _____ )<br><br>)SS<br><br>County Of _____ ) | Project Name              |                                |
|                                                      | DWD Determination Number  | Project Number (if applicable) |
|                                                      | Date Determination Issued | Date of Subcontract            |
|                                                      | Awarding Contractor       |                                |
|                                                      | Date Work Completed       |                                |

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

|                                                                                                          |      |       |             |                            |
|----------------------------------------------------------------------------------------------------------|------|-------|-------------|----------------------------|
| Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit |      |       |             |                            |
| Street Address or PO Box                                                                                 | City | State | Zip Code    | Telephone Number<br>(    ) |
| Print Name of Authorized Officer                                                                         |      |       | Date Signed |                            |
| Authorized Officer Signature                                                                             |      |       |             |                            |

## List of Agents and Subcontractors

|                             |       |          |                             |       |          |
|-----------------------------|-------|----------|-----------------------------|-------|----------|
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |
| Name                        |       |          | Name                        |       |          |
| Street Address              |       |          | Street Address              |       |          |
| City                        | State | Zip Code | City                        | State | Zip Code |
| Telephone Number<br>(     ) |       |          | Telephone Number<br>(     ) |       |          |

**If you have any questions call (608) 266-6861**

# Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

|                                                                                                                |                                                                    |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 1. Name of Project Appearing on the Project Determination                                                      |                                                                    |
| County                                                                                                         | City, Village or Town                                              |
| DWD Project Determination Number                                                                               | Project Number (if applicable)                                     |
| 2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.) |                                                                    |
| a.                                                                                                             | b.                                                                 |
| c.                                                                                                             | d.                                                                 |
| 3. Employer Name (Print)                                                                                       |                                                                    |
| Address                                                                                                        | City State Zip Code                                                |
| Telephone Number<br>( )                                                                                        | Requester Title                                                    |
| Email address (if you prefer to receive your response via email)                                               | Fax Number (if you prefer to receive your response via fax)<br>( ) |

**READ CAREFULLY:** I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

|                     |             |
|---------------------|-------------|
| Requester Signature | Date Signed |
|---------------------|-------------|

MAIL the completed request to:  
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU  
 PO BOX 8928, MADISON WI 53708  
**OR**  
 FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**  
 Call (608) 266-6861 for assistance in completing this form.



---

## PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost of at least \$25,000 will require 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 each of these exclusions. The prevailing wage laws that apply to local governmental units include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Effective January 1, 2010, a local governmental unit or state agency that has a public works project of \$25,000 or more must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)
- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- 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 prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Tell contractors they must provide DWD certified payroll records monthly in a format that meets DWD reporting requirements.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)

- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project is at least \$25,000, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance.

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit.

For more information, please visit the prevailing wage website: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm). For further assistance, please call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.





---

## PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost of at least \$25,000 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 each of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, 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.

Effective January 1, 2010, any contractor or subcontractor working on a local governmental unit or state agency's public works project of \$25,000 or more must do all of the following:

- Provide DWD certified payroll records monthly in an electronic format that meets DWD reporting requirements by the 7<sup>th</sup> day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/cpr.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm)
- 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."

- Notify project 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.

If a contractor or subcontractor is working on a prevailing wage project that started prior to January 1, 2010 and work on that project continues into 2010, the contractor or subcontractor must do the following:

- Effective January 1, 2010 and each month thereafter, file certified payroll records with DWD monthly in an electronic format that meets DWD reporting requirements by the 7<sup>th</sup> day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/cpr.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm)

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit. Again, there are provisions in this statute that apply to contractors and subcontractors.

For more information, visit the prevailing wage website: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm). For further assistance, please call the Equal Rights Division at 608-266-6860 and ask for prevailing wage.

SECTION 01 00 00  
BASIC REQUIREMENTS

GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
  - 1. Section Summary
  - 2. Summary of the Work
  - 3. Contractor Use of Premises
  - 4. Applications for Payment
  - 5. Coordination
  - 6. Cutting and Patching
  - 7. Conferences
  - 8. Submittal Procedures
  - 9. Proposed Products List
  - 10. Shop Drawings
  - 11. Product Data
  - 12. Samples
  - 13. Manufacturers' Instructions
  - 14. Manufacturers' Certificates
  - 15. Quality Assurance / Quality Control of Installation
  - 16. References
  - 17. Protection of Installed Work
  - 18. Progress Cleaning
  - 19. Products
  - 20. Transportation, Handling, Storage and Protection
  - 21. Product Options
  - 22. Substitutions
  - 23. Final Cleaning
  - 24. As-Built Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide all labor and materials to reroof the Dane County Stoughton Highway garage with mechanically attached 60 mil EPDM Rubberguard or equal.
- B. Work by Owner: Not applicable.

- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

### 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.

### 1.4 . APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies of each application on AIA G702™ and G703™ forms or approved contractors invoice form.

### 1.5 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

### 1.6 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

### 1.7 CONFERENCES

- A. Dane County Department Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties.

### 1.8 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Construction Documents references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with requirements of the Work and Construction Documents.

- C. Identify variations from Construction Documents and Product or system limitations that may be detrimental to successful performance of completing the Work.
- D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

#### 1.9 PROPOSED PRODUCTS LIST

- A. Within ten (10) days after date of Award of Contract, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

#### 1.10 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Engineer.

#### 1.11 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

#### 1.12 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Public Works Project Engineer's selection.

#### 1.13 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

#### 1.14 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification sections, submit manufacturers' certificate to Public Works Project Manager for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

#### 1.15 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.

- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

#### 1.16 REFERENCES

- A. Conform to reference standard by date of issue current as of date for receiving bids.
- B. Should specified reference standard conflict with Construction Documents, request clarification from Public Works Project Engineer before proceeding.

#### 1.17 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual Specification sections.

#### 1.18 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

#### 1.19 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by Construction Documents.

#### 1.20 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

#### 1.21 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intention to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Department Public Works, Highway & Transportation for approval at least seven (5) days prior to Bid Opening.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Engineer shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Opening shall not be considered. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

## 1.22 SUBSTITUTIONS

- A. Public Works Project Engineer shall consider requests for Substitutions only up to five(5) days prior to date of Bid Opening.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Submit one (1) copy of request for Substitution for consideration.
- D. Substitutions shall not change contract price established at Bid Opening.

## 1.23 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

## 1.24 AS-BUILT DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Engineer with original tracings of drawings and prints of specifications in reproducible format, one set of Drawings and Specifications and one set of as-builts drawings in AutoCAD 2007 (or lower) or manually drafted format.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 74 19

### RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Reuse
  - 4. Recycling
  - 5. Materials Sorting and Storage On Site
  - 6. Lists of Recycling Facilities Processors and Haulers
  - 7. Waste Management Plan Form
  
- B. Related Sections:
  - 1. Section 01000 - Basic Requirements

##### 1.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in The Dane County Green Building Policy, Resolution 299, 1999-2000.
  
- B. Contractor shall develop, with assistance of Public Works Project Engineer and Architect / Engineer, Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

##### 1.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Engineer within fifteen (15) days of Notice to Proceed date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:
  - 1. Information on:
    - a. Types of waste materials produced as result of work performed on site;
    - b. Estimated quantities of waste produced;
    - c. Identification of materials with potential to be recycled or reused;
    - d. How materials will be recycled or reused;
    - e. On-site storage and separation requirements (on site containers);
    - f. Transportation methods; and
    - g. Destinations.



#### 1.4 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Salvage should be investigated for materials not reusable on site.

#### 1.5 RECYCLING

- A. These materials can be recycled in Dane County area:
  1. Wood.
  2. Wood Pallets.
  3. Fluorescent Lamps.
  4. Foam Insulation & Packaging (extruded and expanded).
  5. PVC Plastic (pipe, siding, etc.).
  6. Asphalt & Concrete.
  7. Bricks & Masonry
  8. Corrugated Cardboard.
  9. Metal.
  10. Carpet Padding.
  11. Gypsum Drywall.
  12. Shingles.
  13. Barrels & Drums.
  14. Solvents.

#### 1.6 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.

#### 1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site [www.countyofdane.com](http://www.countyofdane.com) has recycling symbol (link) near top of page that lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Recycling Manager at 608/267-8815, or local city, village, town recycling staff listed in above referenced web site. Statewide listings of recycling / reuse markets at available from Wisconsin Department of Natural Resources, [www.dnr.state.wi.us/org/aw/wm/markets](http://www.dnr.state.wi.us/org/aw/wm/markets).

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Recycling Coordinator: \_\_\_\_\_

| MATERIAL                             | ESTIMATED QUANTITY           | DISPOSAL METHOD (CHECK ONE) |              | RECYCLING / REUSE COMPANY OR DISPOSAL SITE |
|--------------------------------------|------------------------------|-----------------------------|--------------|--------------------------------------------|
| Salvaged & reused building materials | _____ cu. yds.<br>_____ tons | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Glass                                | _____ cu. yds.<br>_____ tons | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Wood                                 | _____ cu. yds.<br>_____ tons | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Wood Pallets                         | _____ units                  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Fluorescent Lamps                    | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Foam Insulation                      | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Asphalt & Concrete                   | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Bricks & Masonry                     | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| PVC Plastic                          | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Corrugated Cardboard                 | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Metals                               | _____ cu. yds.<br>_____ tons | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Carpet Padding                       | _____ cu. ft.<br>_____ lbs.  | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |
| Gypsum / Drywall                     | _____ cu. yds.<br>_____ tons | _____ Recycled              | _____ Reused | Name: _____                                |
|                                      |                              | _____ Landfilled            | _____ Other  |                                            |

|                 |                              |                                    |                             |             |
|-----------------|------------------------------|------------------------------------|-----------------------------|-------------|
| Shingles        | _____ cu. yds.<br>_____ tons | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Barrels & Drums | _____ units                  | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Solvents        | _____ gallons                | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other           | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other           | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other           | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other           | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |
| Other           | _____                        | _____ Recycled<br>_____ Landfilled | _____ Reused<br>_____ Other | Name: _____ |

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 07 5000

### MEMBRANE ROOFING

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Provide new 60 mil Rubbergard EPDM RMA or 60 mil TPO mechanically attached. Work includes:
  - 1. Remove loose gravel.
  - 2. Remove blisters, repair gaps, etc so existing roofing can receive new flat insulation.
  - 3. Remove all existing cants, flashing membrane and copings. Remove masonry chimney and galvanized air vents and unused metal chimney vents as indicated on drawings.
  - 4. Mechanically attach new ISOGARD HD Insulation over existing prepared roofing system.
  - 5. Provide new 60 mil flashing over existing masonry wall, over and down outside face with termination bar.
  - 6. Provide flashings and details to issue 15 Year Red Shield Warranty.
- B. Disposal of demolition debris and construction waste is the responsibility of. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

##### 1.02 SUBMITTALS

- A. Product Data:
  - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- B. Samples: Submit samples of each product to be used.
- C. Shop Drawings: Provide:
  - 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
  - 2. For tapered insulation, provide project-specific layout and dimensions for each board.
- D. Specimen Warranty: Submit prior to starting work.
- E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- F. Executed Warranty.

### **1.03 QUALITY ASSURANCE**

- A. Applicator Qualifications: Roofing installer shall have the following:
  - 1. Current Manufacturer Master Contractor status.
  
- B. Pre-Installation Conference: Before start of roofing work, shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - 2. Notify well in advance of meeting.

### **1.04 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

### **1.05 WARRANTY**

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 15 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
  - 1. Limit of Liability: No dollar limitation.
  - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Firestone brand materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to winds up to 55 mph (88 km/h).

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products Co., Carmel, IN. or equal. [www.firestonebpc.com](http://www.firestonebpc.com).
  - 1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
    - a. Specializing in manufacturing the roofing system to be provided.
    - b. Roofing systems manufactured by the companies listed below are acceptable provided they are completely equivalent in materials and warranty conditions:
- B. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- C. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
  - 1. Metal roof edging products by other manufacturers are not acceptable.
  - 2. Field- or shop-fabricated metal roof edgings are not acceptable.

## 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
  - 1. Membrane: Ethylene propylene diene monomer (EPDM).
  - 2. Thickness: As specified elsewhere.
  - 3. Membrane Attachment: Mechanically attached.
  - 4. Comply with applicable local building code requirements.
- B. Insulation:
  - 1. Total R Value: 2.5, minimum.
  - 2. Maximum Thickness: 0.5 inches (\_\_\_\_ mm)
  - 3. Base Layer: Polyisocyanurate foam board, non-composite.

## 2.03 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black, cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:
  - 1. Thickness: 0.045 inch (1.1 mm).
  - 2. Nominal Thickness Tolerance: Plus/minus 10 percent.
  - 3. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 4. Acceptable Product: RubberGard Non-Reinforced Low Slope Fire Retardant EPDM Membrane by Firestone.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized EPDM rubber, complying with ASTM D 4811 Type II, and with the following properties:
  - 1. Thickness: 0.055 inch (1.4 mm).
  - 2. Acceptable Product: RubberGard EPDM FormFlash by Firestone or equal.
- D. Self-Adhesive Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam Flashing by Firestone or equal.
- E. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes; Firestone EPDM Pipe Flashing or equal.
- F. Self-Adhesive Lap Splice Tape: 35 mil (0.9 mm) EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer; QuickSeam Splice Tape by Firestone or equal.
- G. Splice Adhesive: Synthetic polymer-based, formulated for compatibility with EPDM membrane and metal surfaces; SA-1065 Splice Adhesive by Firestone or equal.
- H. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive, with VOC content less than 2.1 lb/gal (250 g/L); QuickPrime Plus LVOC by Firestone or equal.
- I. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges of membrane at seams; Lap Sealant HS by Firestone or equal.
- J. Batten Covers: Cured 60 mil (1.5 mm) EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam Batten Covers by Firestone or equal.
- K. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone or equal.
- L. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water

Block Seal by Firestone or equal.

- M. Metal Plates and Strips Used for Fastening Membrane and Insulation: Steel with Galvalume coating; corrosion-resistance meeting FM 4470 criteria.
- N. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone or equal.

#### **2.04 TPO MEMBRANE MATERIALS**

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
  - 1. Thickness: 0.045 inch (1.14 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.018 inch (0.46 mm) plus/minus 10 percent.
  - 2. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 3. Color: White.
  - 4. Acceptable Product: ULTRAPLY TPO by Firestone or equal.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
  - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
  - 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
  - 5. Color: White.
  - 6. Acceptable Product: ULTRAPLY TPO Flashing by Firestone or equal.
- E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone or equal.
- F. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone or equal.
- G. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- H. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone or equal.
- I. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone or equal.
- J. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone or equal.

- K. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone or equal.

## 2.05 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: As indicated elsewhere.
  - 2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
    - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  - 3. R-Value (LTTR):
    - a. 1.0 inch (25 mm) Thickness: 6.0, minimum.
    - b. 1.25 inch (32 mm) Thickness: 7.5, minimum.
    - c. 1.5 inch (38 mm) Thickness: 9.0, minimum.
    - d. 1.75 inch (44 mm) Thickness: 10.5, minimum.
    - e. 2.0 inch (51 mm) Thickness: 12.1, minimum.
    - f. 3.0 inch (76 mm) Thickness: 18.5, minimum.
    - g. 4.0 inch (102 mm) Thickness: 25.0, minimum.
  - 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
  - 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.

## 2.06 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer **at gutter edge only**.
  - 1. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia; such as Firestone EdgeGard (GS) **with spill out scuppers placed equally at owners request**.
  - 2. Edge Member Height Above Nailers: 1-1/4 inches (31 mm).
  - 3. Length: 144 inches (3650 mm).
  - 4. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
  - 5. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
  - 6. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
  - 7. Scuppers: Welded watertight.
  - 8. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.

## 2.07 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the



- roof accessory to be attached to it.
2. Thickness: Same as thickness of roof insulation.

## **PART 3 INSTALLATION**

### **3.01 GENERAL**

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### **3.02 EXAMINATION**

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable

of project conditions and requirements.

### **3.03 PREPARATION**

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.
- E. Wood Nailers: Provide wood nailers at all perimeters and other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.

### **3.04 INSULATION AND COVER BOARD INSTALLATION**

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer.

### **3.05 SINGLE-PLY MEMBRANE INSTALLATION**

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane mechanically attached to the substrate using fasteners and edge securement as specified and as required by membrane manufacturers.
- E. Mechanical Attachment: Install fasteners in the seams, covered by membrane.
  - 1. Lay out fasteners in compliance with FM Class specified in PART 2, as recommended by membrane manufacturer, and as indicated, whichever is most stringent.
  - 2. Properly engage fasteners in the deck with head flush with the countersunk portion of seam plate.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes

through an angle change greater than 2 in 12 inches (1:6 ) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.

1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.

### **3.06 FLASHING AND ACCESSORIES INSTALLATION**

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

### **3.07 FINISHING AND WALKWAY INSTALLATION**

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

### **3.08 FIELD QUALITY CONTROL**

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

### **3.09 CLEANING**

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### **3.10 PROTECTION**

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

**END OF SECTION**