



## REQUEST FOR BID

Department of Administration  
Purchasing Division

<b>COUNTY DEPT</b>	<a href="#">Highway</a>	
<b>BID NUMBER</b>	<b>116080</b>	
<b>RFB TITLE</b>	<b><a href="#">HMA Pavement Projects</a></b>	
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide patrol truck equipment in accordance with the specifications.	
<b>DEADLINE FOR BID SUBMISSIONS</b>	<b>2:00 P.M. Central Time</b> <b><a href="#">August 15, 2016</a></b>  Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.	
<b>SUBMIT BID TO THIS ADDRESS</b>	<b>DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345</b>	
<b>REQUIRED BID COPIES</b>	<b><a href="#">Bidders must submit (1) original and (1) copy</a></b>	
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	<b>Pete Patten</b>
	<b>TITLE</b>	<b>Purchasing Agent</b>
	<b>PHONE #</b>	<b>608-267-3523</b>
	<b>FAX #</b>	<b>608-266-4425</b>
	<b>EMAIL</b>	<a href="mailto:patten.peter@countyofdane.com">patten.peter@countyofdane.com</a>
	<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>THIS RFB IS COMPRISED OF:</b>  Part 1 – General Guidelines & Information  Part 2 – Bid Forms  Part 3 – Detailed Specifications  Part 4 – Price Proposal		<b>RESPONSE CHECKLIST:</b>  <input type="checkbox"/> Signed Affidavit – Completed Bid Forms  <input type="checkbox"/> Submit (1) original and one (1) copy  <input type="checkbox"/> Label the lower corner of the outermost envelope of your bid with the bid number.
<b>DATE BID ISSUED: July 27, 2016</b>		

## Part 1 – General Guidelines & Information

### 1. Introduction:

Dane County invites and will accept bids for item(s) outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

### 2. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

### 3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com). Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

### 4. Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com) or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 5. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

### 6. Pricing:

- The price quoted shall include all labor, materials, equipment, shipping, and other costs. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.
- All prices, costs, and conditions outlined in the bid shall remain fixed.

**State Sale Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

### 7. Payment Terms And Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

**NON-ALLOWED CHARGES.** other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

**8. Award:**

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract

**9. Permits & Licenses:**

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

**10. Satisfactory Work:**

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

**11. Government Standards:**

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

**12. Warranty:**

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

**13. Dane County Sustainability Principles:**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

## STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the

proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product 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.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local

taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, 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. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane 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, D.C. Ords. and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

## 20.0 INDEMNIFICATION & INSURANCE.

20.1 PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2 In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions

of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**20.2.1. Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**20.2.2. Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**20.2.3. Environmental Impairment (Pollution) Liability**

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

**20.2.4. Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**20.2.5. Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

**20.3.** Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of

this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

**20.4.** The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**21.0 CANCELLATION:** County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

**22.0 PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

**22.1 PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret

designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."



**BIDDER COVER PAGE  
SIGNATURE AFFIDAVIT**

**COMPANY NAME:**

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 opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**ADDRESS:**

**CITY:**

**COUNTY:**

**STATE:**

**ZIP+4:**

**TEL:**

**TOLL FREE TEL:**

**FAX:**

**2. Contact person in the event there are questions about your bid/proposal:**

**NAME**

**TITLE:**

**TEL**

**TOLL FREE TEL**

**FAX**

**E-MAIL**

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

## VENDOR REGISTRATION CERTIFICATION

**Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”**

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com).. You will prompted to create a username and a password and you will receive a confirmation message, than log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

### CERTIFICATION

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

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Paid until \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**FAIR LABOR PRACTICES CERTIFICATION**  
**Dane County Ordinance 25.11(28)**

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

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

2. That PROPOSER, BIDDER OR APPLICANT 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 date this Certification is signed.

\_\_\_\_\_ 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 date this Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) 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 you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

## **TECHNICAL SPECIFICATIONS**

Bids must be submitted on the attached RFB forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bids deemed to be in the best interest of the County. The bids will be reviewed initially to determine if technical requirements are met.

### **GENERAL**

All work and materials supplied under this proposal shall conform to the Standard Specifications for Road and Bridge Construction, 2016 edition (hereinafter referred to as the "Standard Specifications"), and all subsequent revisions and supplementary specifications, of the Wisconsin Division of Highways, Department of Transportation.

The special provisions in this proposal shall supplement and take precedence over the Standard Specifications.

The Dane County Highway and Transportation Department, the issuer of this bid proposal, shall hereinafter be referred to as "the County". On certain projects, when specified on the schedule of prices, other municipalities or County agencies will be awarding and administering their own contract.

All projects included in this proposal are subject to available funds and budget restraints.

### **Bid Deposit/Performance Bond**

Each proposal must be accompanied by a certified or cashiers check payable to the Dane County Highway and Transportation Department, or by a bid bond, in the amount of 5% of the total amount bid.

Successful bidders shall also furnish Dane County with a performance bond equal to 100% of the contracted amount (Wis. Statute 289.14)

### **INSURANCE**

Bidders shall carry insurance as required in the Standard Terms and Conditions, Section 20. The bidder shall furnish Dane County Highway and Transportation Department along with the bid a certificate of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of policies.

### **CONTRACTOR QUALIFICATIONS**

All contractors must meet the following requirements in order to bid:

1. Have proven experience in highway paving.
2. Have equipment sufficient to produce, deliver, and pave 200 tons of asphaltic material per hour.
3. Paving machines shall conform to the requirements of Section 405.4.2 of the Standard Specifications and be equipped with automatic leveling devices in working order.
4. Paving machines shall have sufficient power, when paving widths of up to 16 feet, to maintain paving speed, alignment and grade.
5. Experienced operators are required on all equipment used in the production and laying of the asphaltic material.

6. The contractor shall provide to the County, upon request, a list of equipment to be used on these projects, along with certification as to capacities, etc.
7. The following Emerging Small Business (ESB) requirements apply for all individual projects totaling \$100,000 or more. The contractor(s) submitting the responsible low bid shall provide required Emerging Small Business (ESB) reports to the Dane County Contract Compliance Officer within 24 hours after bid opening. The Contract Compliance Officer can be contacted at (608) 266-5623 to obtain the required forms or if there are any questions regarding the ESB requirements. If, upon evaluation of any of the bids submitted for any project over \$100,000 the low bids bidder(s) are not awarded a contract, the next lowest responsible bidder(s) shall submit the required ESB reports within 24 hours of notification by the Contract Compliance Officer.

#### **NOTICE TO BEGIN WORK**

The contractor is required to begin work within ten calendar days after official notice from the County. Liquidated damages of \$200 per weekday will be assessed for any delay after this notification to begin.

The contractor will notify the County **48 hours** in advance of beginning the project in order for the County to provide an inspector. An inspector may not be furnished if notice of starting work by the contractor is not given to the County prior to 3:00 p.m. of the preceding day for projects starting on Tuesday thru Friday, or prior to 3:00 p.m. on Friday for projects starting on Saturday thru Monday. Failure to notify the County could result in non-payment for that part of the work that is completed when an inspector is absent.

#### **TERMINATION DATE**

Asphaltic paving on these projects shall be terminated before November 15, 2016. Any work performed beyond that date will be only by permission of the County.

#### **WAGE SCALE**

**Pursuant to Section 66.293 of the Wisconsin Statutes, no contractor or sub-contractor shall pay less than the minimum effective wage rates established under this contract. These wage rates are listed in the wage rate determinations attached.**

#### **PRODUCTION**

On certain projects, when specified on the schedule of prices, the contractor shall supply a minimum of 200 ton per hour of asphaltic material on a continuous basis to provide a reasonable rate of production. If the contractor falls below this rate, the County shall have the option of suspending work and liquidated damages of \$300 per day will be assessed until full production is resumed.

After the asphaltic paving has started, the contractor shall proceed to complete the project at the earliest possible date. If the contractor should determine it necessary to stop the paving operation, the contractor shall make a request to the County for permission to stop work. The request shall be received by the County at least 24 hours before the proposed time of work stoppage. The request shall specify the proposed date and time of work stoppage, the reason for stopping work, and the period of time before paving is to resume. If permission is granted to discontinue work, the same liquidated damages as noted above will apply to further delays beyond the agreed resumption date.

The above conditions apply to all work on projects covered under this proposal. Contractors or sub-contractors, whether performing paving, grinding, milling and shaping, or pulverizing, are expected to maintain normal progress. Normal progress is defined as that which is reasonable for the scope of work involved.

## TRUCK ROUTES

Hauling of asphalt paving material shall be done using County Class "A" highways and State highways, where possible.

## TRAFFIC CONTROL, Item 643.0100

A. Description. The contractor will be responsible to submit a traffic control plan to be approved by the County and for furnishing, installing and maintaining all signs, drums, barricades, flags, flag-persons, and similar traffic control devices, including arrow boards, to protect the safety of the traveling public, all in accordance with Section 643 of the Standard Specifications, and the Federal Highway Administration, Manual on Uniform Traffic Control Devices and its supplements.

B. Basis of Measurement. Traffic control will be measured as a lump sum and will include the traffic control plan and all signs, drums, barricades, flags, flag-persons, and similar traffic control devices, including arrow boards necessary to complete the work as described.

## HMA PAVEMENT:

A. Description. Materials covered under this provision shall conform to the State of Wisconsin, Department of Transportation's specifications for each mix design.

The contractor will be responsible for providing mix design(s) and for testing required to insure uniformity of mix and adequacy of compaction. A mix design must be submitted to the County for approval within 30 days after execution of the contract. In no case will paving be allowed to begin until the County is in receipt of said mix design(s).

Mix designs must be prepared by an approved materials engineering consultant. Designs from previous years will not be allowed unless certification is included as to the proposed aggregate and asphalt source, quality and consistency being equal to the previous years. A separate mix design must be submitted for both upper and lower courses, if both are required. Separate mix designs shall be provided for each different source of aggregate.

B. Basis of Payment. HMA Pavement mixture of this type or types, accepted as stated above, shall be measured by the ton of mixed aggregate and asphaltic material laid and compacted in place and shall include all work necessary to provide quality management programs in accordance with Section 460 of the Standard Specifications.

C. Method of Payment. Payment will be made only for supplied material accompanied by a ticket containing the following information:

1. Ticket number, date, and time
2. Type of material
3. Gross and net weights

A copy of the tickets will be given to the County inspector on the job site.

Partial payments will be made no sooner than monthly by the County as the work proceeds. Final payment will be withheld until final acceptance is made by the County.

D. Acceptance. Final acceptance of all asphaltic mixes shall be based primarily on the overall quality of finished pavement, compacted densities, and the quality of workmanship. Documentation of the contractor's quality management program are definite factors in determining final acceptance, however the County reserves the right to reject any pavement on the basis of an obvious inconsistency, poor appearance, or poor ride.

## GENERAL DESCRIPTIONS – INDIVIDUAL PROJECTS

### HMA Pavement for County and Municipal Projects

#### **Eastbound USH 18/151 (County Road PB Bridge East Approach to End of PB On Ramp Gore) Town of Verona**

**Determination No. See Attachment B**

**Project No. 70000-1605**

This project is to mill butt joints in the mainline concrete pavement and asphalt shoulders, overlay 1,000 linear feet of concrete pavement and asphalt shoulders, shoulder rumble strips, pavement marking and traffic control. Uneven pavement lanes must be matched up at the end of each working day. (See Attachment A for project location)

USH 18/151 will be open to thru traffic and the following work restrictions must be met. One lane of traffic must be maintained and the following work hour restrictions will be in force. All work shall be done Monday to Friday between to non-peak hours of 9 a.m. to 4 p.m. or 6 p.m. to 6 a.m.

Traffic Control will be paid as a lump sum and shall include all labor equipment and materials required to complete the work. The contractor will need to submit a traffic control plan for approval 1 week prior to construction along with a project schedule for lane closures. Traffic control plan and schedule are incidental to the item of traffic control. All lane closure times and dates will require approval through WisDOT STOC.

Dane County will place portable changeable message signs (PCMS) a minimum of 3 days prior to the start of construction. The contractor must notify Dane County 1 week prior to the scheduled work so that PCMS boards can be placed.

Dane County will construct the crushed aggregate shoulders on this project.

Work shall be scheduled to avoid conflict with the annual EPIC open house.

Wisconsin DOT wage rate apply to this project (See attachment B).

#### Proposed Pavement Structure

Pavement:	3 HT 58-28 S
Width:	35 feet
	Existing: (6' HMA shoulder, 14' concrete pavement, 12' concrete pavement, 3' HMA shoulder)
Depth:	3-Inches

<b>PRICE PROPOSAL</b>	
<b>NAME OF COMPANY:</b>	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

**Eastbound USH 18/151 (East County Road PB Bridge Approach to End of PB On Ramp Gore  
Town of Verona**

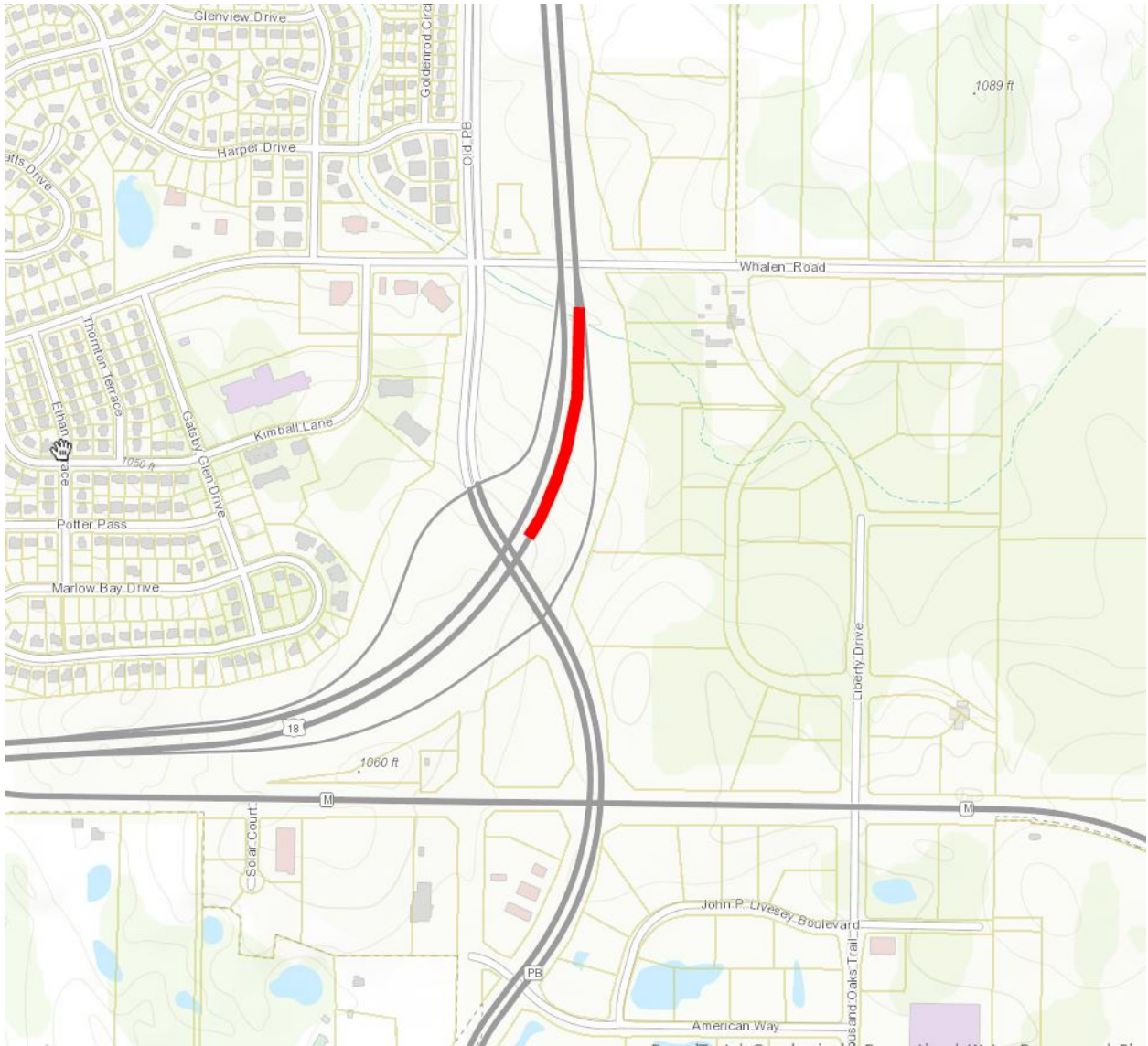
Project No. 70000-1605

**Determination: See Attachment B**

Item No.	Approx. Quantity	Item	Unit Bid	Net Bid
204.0105	300 SY	REMOVING PAVEMENT BUTT JOINTS	\$ _____	\$ _____
204.0115	100 SY	REMOVING ASPHALT BUTT JOINTS	\$ _____	\$ _____
455.0605	100 GAL	ASPHALTIC MATERIAL FOR TACK COAT	\$ _____	\$ _____
460.7223	650 TON	HMA PAVE: 3 HT 58-28 S UPPER COURSE	\$ _____	\$ _____
465.0400	2,000 LF	ASPHALTIC SHOULDER RUMBLE STRIP	\$ _____	\$ _____
646.0106	1,250 LF	PAVEMENT MARKING EPOXY 4-INCH, WHITE	\$ _____	\$ _____
646.0106	1,000 LF	PAVEMENT MARKING EPOXY 4-INCH, YELLOW	\$ _____	\$ _____
SPV.0180.1	1 LS	TRAFFIC CONTROL	\$ _____	\$ _____
<b>TOTAL BID</b>				<b>\$ _____</b>



## ATTACHMENT A



## ATTACHMENT B (page 1 of 4)

### ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS DANE COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2016

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

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

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
Carpenter	33.02	17.12	50.14
Future Increase(s): Add \$1.42/hr on 6/1/2016.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	35.97	17.85	53.82
Future Increase(s): Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	35.75	19.97	55.72
Future Increase(s): Add \$1.25/hr on 6/1/16.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	35.62	0.00	35.62
Ironworker	32.50	20.58	53.08
Line Constructor (Electrical)	40.81	18.06	58.87
Painter	29.87	18.79	48.66
Pavement Marking Operator	31.24	17.30	48.54
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	22.50	12.74	35.24
Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74

# ATTACHMENT B (page 2 of 4)

DANE COUNTY

Page 2

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

## TRUCK DRIVERS

Single Axle or Two Axle	36.72	21.15	57.87
Three or More Axle	25.78	18.96	44.74
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.82	21.85	52.67
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	25.28	18.31	43.59
Truck Mechanic	25.28	18.31	43.59

## LABORERS

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



# ATTACHMENT B (page 3 of 4)

DANE COUNTY

Page 3

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
Railroad Track Laborer	17.00	3.96	20.96

## HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	38.27	21.85	60.12
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Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx>.

Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.77	21.85	59.62
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Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx>.

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type);	37.27	21.85	59.12
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# ATTACHMENT B (page 4 of 4)

DANE COUNTY

Page 4

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