



## **2010 Monona Community Pool Locker Room Plumbing Upgrades**

### **1. Introduction**

The City of Monona is seeking proposals to install new plumbing fixtures and plumbing upgrades in locker/shower room of the Monona Community Pool located at 1013 Nichols Rd, Monona WI 53716.

Firms will be selected for this project based on criteria stated in Section 4. Only firms submitting proposals by the deadline date will be considered. The proposals are due by March 9<sup>th</sup> to:

Parks & Recreation Director – Jake Anderson  
1011 Nichols Rd, Monona WI 53716  
608.222.4167 (phone) 608.223.2311 (fax)  
janderson@ci.monona.wi.us

Pre-Proposal: Locker Rooms can be viewed and questions can be answered about this project on Friday March 5<sup>th</sup> at 9:00 am. Meet at the Monona Community Center at 1011 Nichols Rd.

#### **A. RFP Process**

It is expected that one (1) firm will be recommended as a result of the RFP on Tuesday March 16<sup>th</sup> the Parks & Recreation Board. This project will need City Council approval with a tentative approval date of Monday April 5<sup>th</sup>. Start of work will be no earlier April 15<sup>th</sup> and must be completed by May 7<sup>th</sup>.

### **2. Background**

- A. The Monona Community Pool was built in 1993. The plumbing is mostly originally to when the pool was built. The plumbing upgrades are an effort to conserve water and have access to shut off one locker/shower room from the other for mechanical repairs to the sinks and showers. Existing hot water heaters are failing at a fast rate due to the climate in the outdoor pool locker rooms.

### **3. Scope of Services**

This RFP is for the removal and disposal of (2) 100 gallon hot water heaters and the installation of the following items that the city will be purchasing:

- (6) Navien NP-240 Tankless Water Heater with drain kits
- (2) Hellenbrand H-100-32 Water Softeners with installation kits
- (4) Bradley WS-2W Econo-Wall Showers Standard Height
- (2) Bradley WS-2W Juvenile Height
- All related plumbing supplies and equipment is to be provided and installed by the contractor.
- In addition to the installation of the tankless water heaters, water softeners and new wall showers, plumbing will be reconfigured from the main water line coming into the women's restroom to include a bypass and shutoff valve from the women's locker room to the Men's Locker room and to the concession stand. This work will ensure that plumbing work can be segregated to one locker room while water can be available to the other locker room and concession stand.
- Install shut off valves on all hot/cold water inlets to showers (16 total valves)
- This proposal should include up to 80 hours of labor and the prevailing wage rate of \$49.54.
- An additional hourly rate for time/materials should be included for any labor over 80 hours.

### **4. Proposal Submission and Evaluation**

#### **A. Proposal Submission**

Proposals should be word processed in clear, concise, 8 1/2" by 11" format. Proposals should not include an unnecessary promotional material. The following information is required from each firm submitting a proposal.

- a.** Cover letter of transmittal
- b.** Legal name of the business, address, phone, fax and email address, year the business was established.
- c.** Qualifications, related experience and at least (3) references
- d.** Proposed scope of work and plan to accomplish the work
- e.** Schedule or timeline for project.
- f.** Fee schedule and proposed fee to accomplish the work

One (1) original proposal and (10 copies) are to be submitted to:

Parks & Recreation Director – Jake Anderson  
1011 Nichols Rd, Monona WI 53716  
608.222.4167 (phone) 608.223.2311 (fax)  
janderson@ci.monona.wi.us

**Proposals must be received no later than 12:00 p.m. March 9<sup>th</sup>, 2010**

Proposals received after that date will not be accepted.

## **B. Evaluation of Proposals**

The following tentative schedule for evaluation of the proposals is planned.

Proposals Received	March 9 <sup>th</sup>
Parks & Recreation Board Review & Selection	March 16 <sup>th</sup>
City Council Approval	April 5 <sup>th</sup>
Firms Notified of Results	April 6 <sup>th</sup>
Contract Signed	April 7 <sup>th</sup>
Work Begins	After April 15 <sup>th</sup>
Work Ends	By May 7 <sup>th</sup>

A selection committee of qualified people will be assembled to review and evaluate the submitted proposals. The selection committee will rank proposals based on the criteria stated below.

- a. Experience and expertise of the proposer(s) particularly in tank less hot water heaters
- b. Relevancy of similar work experience
- c. Cost for the work to be completed
- d. Availability of business to complete project on time

The City of Monona reserves the right to reject any and all proposals received as a result of this RFP. The City of Monona is under no obligation to award a contract as a result of this RFP.

## **5. Terms and Conditions**

- A. When required by state law, please be advised that all bids must comply with the Wisconsin Prevailing Wage Act for employees working on the project
- B. The successful contractor shall comply with all codes, ordinances, rules, statues, laws of the City of Monona as they apply to all Public Works Construction Projects

- C. The successful contractor shall agree to and sign the attached independent contractor agreement before any work

## **6. Appendices**

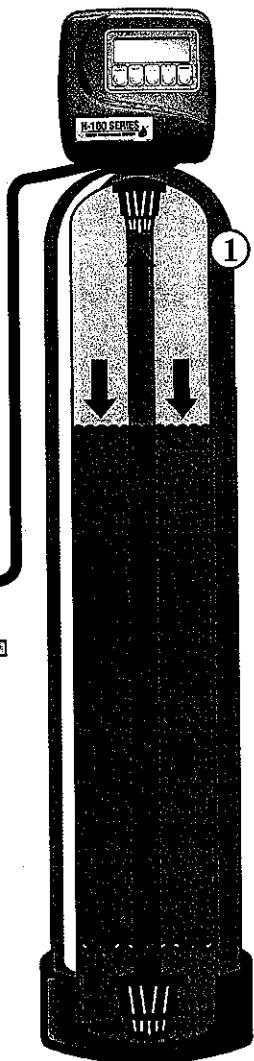
- A. Manufactures Specifications – Navien NP-240 Tankless Gas Water Heater  
Available online at <http://www.navienamerica.com/>
- B. Bradley WS-2W Econo-Wall Shower  
Available online at <http://www.bradleycorp.com/products/showers/>
- C. Hellenbrand Series H100-32-10 Water Softener (enclosed)
- D. Independent Contractor Agreement (enclosed)
- E. Prevailing Wage Determination (enclosed)

# HELLENBRAND™

SERIES H-100

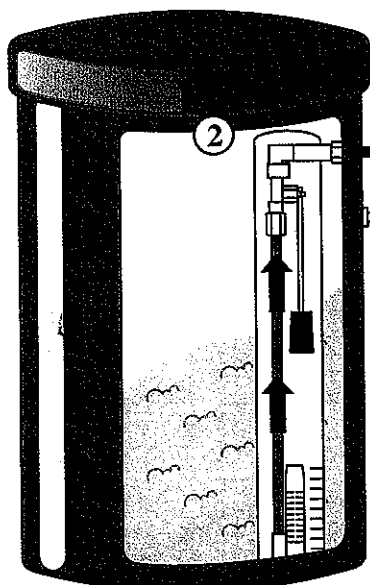
## Water Conditioning System

- Solid State Controller
- 12-Volt Operation
- Meter Demand
- Variable Reserve
- Adjustable Cycles
- Non-Corrosive Noryl™ Valve Body



The Hellenbrand Series H-100 water treatment system by Hellenbrand conditions water effectively and economically

- Variable reserve automatically adjusts to your family's changing water-usage patterns.
- Powerful, user-friendly, reliable electronics that automatically monitor many water treatment functions including: Days since last regeneration, gallons since last regeneration, gallon reserve capacity and maximum flow rate for the last seven days, current flow rate, and total number of regenerations.
- 10 Selectable programming options ensure conditioned water for your family's needs
- Noryl™ corrosion-resistant control valve body is durable for long life; all internal components are lead-free.
- Pre-fill brine tank with softened water reduces salt-bridging problems and cleaning of brine tank.
- No need for battery backup
- Permanent memory backup of all programmed settings during power outages.



Brine Tank

Water Softener

### How Does A Water Softener Work?

1. Hard water enters your water softener (1) and passes down through the ion exchange resin, which are charged with sodium ions. The hard water ions (calcium and magnesium) are attracted to the ion exchange resin and an equal amount of sodium ions are bumped off into the water supply. When the water reaches the bottom of the tank, it is softened and ready to be used in your home and business.
2. When the ion exchange resin is saturated with calcium and magnesium (hard water ions) it must be recharged. (2) A strong brine solution enters the tank and flushes the calcium and magnesium ions off the ion exchange resin and attaches itself.
3. A final rinse process ensures that any unused brine is rinsed from the system and your (1) water softener is now fully recharged and ready to provide you with soft water.

### Specifications

532 = 650 gal

DEMAND MODEL NAME	MINERAL CU. FT.	LOW SALT GRAINS/LBS.	CAPACITY MED. SALT GRAINS/LBS.	HIGH SALT GRAINS/LBS.	SERVICE FLOW RATING GPM/PSI	FLOW RATE @ 15 PSI	BACK WASH RATE GPM	MINERAL TANK (INCHES)	BRINE TANK	
									TANK SIZE (INCHES)	SALT STORAGE (POUNDS)
H100-24	0.75	19,980/6.0	21,040/7.5	24,230/11.5	9.8/10	13.1	1.3	8 x 44	18 x 40	360
H100-32	1	26,650/8.0	28,060/10.0	32,310/15.0	10.1/10	13.0	1.7	9 x 48	18 x 40	360
H100-32-10	1	26,650/8.0	28,060/10.0	32,310/15.0	11.3/10	14.5	2.2	10 x 44	18 x 40	360
H100-48	1.5	39,970/12.0	42,090/15.0	48,460/22.5	10.5/10	14.1	2.2	10 x 54	18 x 40	360
H100-64	2	53,300/16.0	56,120/20.0	64,620/30.0	14.2/10	18.2	4.2	13 x 54	18 x 40	360
H100-96	3	79,950/24.0	84,180/30.0	96,930/45.0	14.4/10	19.2	4.2	14 x 65	24 x 41	660
H100-128	4	106,600/32.0	112,240/40.0	129,240/60.0	15.1/10	20.1	5.3	16 x 65	24 x 41	660
H100-160	5	133,250/40.0	140,300/50.0	161,550/75.0	17.3/10	22.7	7.5	18 x 65	24 x 50	825



Hellenbrand, Inc.  
404 Moravian Valley Road  
Waunakee, WI 53597  
www.hellenbrand.com

### HELLENBRAND WARRANTY

Hellenbrand warranties every Series H-100 in accordance with the Magnuson-Moss Warranty act. Ask your H-100 Dealer for full details.



## INDEPENDENT CONTRACTOR AGREEMENT

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**THIS AGREEMENT** is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the “CITY”) and the contractor identified below (hereinafter the “CONTRACTOR”).

CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP CODE: \_\_\_\_\_  
CONTRACTOR’S REPRESENTATIVE: \_\_\_\_\_

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**1. SCOPE OF WORK.** The CITY hereby retains the CONTRACTOR, and the CONTRACTOR hereby accepts such engagement, to perform the following:

\_\_\_\_\_

If the CITY tendered a Request for Proposals to the CONTRACTOR for the above work (hereinafter referred to as the “RFP”), all work shall comply with all specifications set forth in the RFP, and the CONTRACTOR’s response to said RFP (hereinafter referred to as the “RESPONSE”), both of which are incorporated into this AGREEMENT as if set forth in full herein. In the event of any conflict between the provisions of this AGREEMENT and either or both the RFP or RESPONSE, the provisions of the AGREEMENT shall control. In the event of any conflict between the provisions of the RFP and the RESPONSE, the provisions of the RFP shall control.

All work shall be substantially completed within 90 days of the effective date of this AGREEMENT unless otherwise indicated here:\_\_\_\_\_.

**2. CONSIDERATION.** In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, the CONTRACTOR shall receive the following consideration:

\_\_\_\_\_

The CITY will not provide any fringe benefits. The CONTRACTOR agrees to provide monthly billings in a form acceptable to the CITY. Payment shall be due 30 days after the date of invoice. The final 20% of compensation due to the CONTRACTOR shall not be paid until acceptance by the CITY of the final product.

**3. TERM/TERMINATION.** The term of this AGREEMENT shall commence on the effective date and terminate on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_\_. The CITY reserves the right to terminate this AGREEMENT at any time for the convenience of the CITY upon 30 days written notice to the CONTRACTOR. In the event of termination, the CITY will pay the CONTRACTOR for all satisfactorily completed services prior to termination of this AGREEMENT.

**4. REPRESENTATIVES.**

A. CONTRACTOR'S REPRESENTATIVE: The CONTRACTOR agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by the CONTRACTOR'S REPRESENTATIVE. In the event the CONTRACTOR'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another CONTRACTOR'S REPRESENTATIVE or terminate this AGREEMENT, at its option.

B. CITY'S REPRESENTATIVE: All dealings between the CITY and the CONTRACTOR with respect to the subject matter of this AGREEMENT shall be with the CITY ADMINISTRATOR unless otherwise indicated here:\_\_\_\_\_.

**5. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the relationship of the CONTRACTOR to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of the CONTRACTOR in determining the means by which its obligations under this AGREEMENT shall be performed. The CONTRACTOR shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its employees. Any persons whom the CONTRACTOR provides for service under this AGREEMENT are employees and/or the responsibility of the CONTRACTOR and are not employees or the responsibility of the CITY. The CONTRACTOR shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. The CONTRACTOR shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The CONTRACTOR hereby agrees to furnish the CITY with its taxpayer identification number (or social security number) prior to commencement of work under this AGREEMENT. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the CONTRACTOR from the CITY.

**6. INDEMNITY.** The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the CONTRACTOR's performance of, or failure to perform, the work provided under this AGREEMENT, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this AGREEMENT. The CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**7. INSURANCE.** Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.

**8. PROJECT DOCUMENTS AND REPORTS.** All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the CONTRACTOR. The CONTRACTOR is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the CITY, the CONTRACTOR shall provide to the CITY, any and all documents in the CONTRACTOR'S possession or control pertaining to the work performed pursuant to this AGREEMENT, which are subject to release under Wisconsin's Open Records Law. The CONTRACTOR agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by the CONTRACTOR to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

**9. MISCELLANEOUS PROVISIONS.**

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the CONTRACTOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

C. GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by, construed and interpreted in accordance with the law of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in Dane County, Wisconsin.

D. HEADINGS AND REFERENCES: The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.

E. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE identified in paragraph 4.B., City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S REPRESENTATIVE at the address identified on page 1.

G. SAFETY AND SECURITY: The CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. The CONTRACTOR shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the CONTRACTOR shall at all times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.

H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

I. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this AGREEMENT to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

**CITY OF MONONA**

By: \_\_\_\_\_  
Robb B. Kahl, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joan Andrusz, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO SUFFICIENCY OF FUNDS**

\_\_\_\_\_  
Patrick Marsh, Comptroller

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

## **EXHIBIT A INSURANCE REQUIREMENTS**

Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**Worker's Compensation and Employer's Liability Insurance**—The CONTRACTOR shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The CONTRACTOR shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

**Commercial General Liability and Automobile Liability Insurance**—The CONTRACTOR shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage**—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

**Limits**—The CONTRACTOR shall maintain limits no less than the following:

1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

**Required Provisions**—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises occupied or used by the CONTRACTOR; and vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the CONTRACTOR'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONTRACTOR, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.
6. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, the CONTRACTOR for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY, and shall have a minimum A.M. Best's rating of A-VII.

**Deductibles and Self-Insured Retentions**—Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance**—Prior to the CONTRACTOR'S commencement of work under the AGREEMENT, the CONTRACTOR shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The CONTRACTOR shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

**Sub-Contractors**—In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be the CONTRACTOR'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Jim Doyle  
Governor  
Roberta Gassman  
Secretary  
Jennifer A. Ortiz  
Division Administrator



EQUAL RIGHTS DIVISION  
201 East Washington Avenue, Room A300  
P.O. Box 8928  
Madison, WI 53708  
Telephone: (608) 266-6860  
Fax: (608) 267-4592  
TTY: (608) 264-8752  
<http://www.dwd.state.wi.us/>

State of Wisconsin  
Department of Workforce Development

**DEPARTMENTAL ORDER**

JAKE ANDERSON, PARKS & RECREATION DIRECTOR  
CITY OF MONONA  
5211 SCHLUTER RD  
MONONA, WI 53716

RE: MONONA POOL PLUMBING UPGRADES  
CITY OF MONONA, COUNTY OF DANE, WI  
Determination No. 201000738

The application which you filed or was filed on your behalf, by the person copied below, for a prevailing wage rate determination applicable to the above-referenced project has been received.

A survey was conducted to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The findings of the survey are set forth in the enclosed 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 in which the project is located, you have the right to request the department to conduct an administrative review regarding such wage rate.

Your request must be made, in writing, within 30 days from the date indicated below and at least 10 days before the date a construction contract(s) is to be awarded or negotiated. Your request must also include wage rate information on at least three (3) similar projects located in the city, village or town where the proposed project is located on which some work was performed by the contested trade(s) or occupation(s) during the current survey period and which was previously considered by the department in issuing the enclosed determination. See s. DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903 (3)(br) or s. 103.49 (3)(c), Stats. for a complete explanation of the administrative review process.

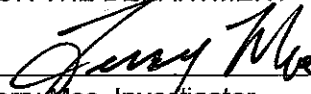
Now, therefore, it is hereby ORDERED that the prevailing wage rates set forth in the enclosed determination shall only be applicable to the above referenced project. This ORDER shall be deemed a FINAL ORDER of this department unless a timely request for an administrative review is filed with the department or a construction contract(s) is not awarded or negotiated before the determination's expiration date.

DATED

2/25/2010

Enclosures

FOR THE DEPARTMENT

  
\_\_\_\_\_  
Terry Moe, Investigator  
Labor Standards Bureau  
Construction Wage Standards Section  
(608) 266-0028

## PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin  
 Department of Workforce Development  
 Pursuant to s. 66.0903, Stats.  
 Issued On: 2/25/2010

**DETERMINATION NUMBER:** 201000738

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded Or Negotiated On Or Before 12/31/2010. If NOT, You MUST Reapply.

**DESCRIPTION OF PROJECT:** MONONA POOL PLUMBING UPGRADES  
 PROJECT NO:

**LOCATION OF PROJECT:** CITY OF MONONA, COUNTY OF DANE, WI

**CONTRACTING AGENCY:** CITY OF MONONA

**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 with the exception of laborers, truck drivers and heavy equipment operators. Any employer that desires to use any subjourney classification on this project MUST request the applicable wage rate from this department PRIOR to the date such classification is used on this project. Form ERD-10880 is available for this purpose.

### BUILDING OR HEAVY CONSTRUCTION

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Acoustic Ceiling Tile Installer	27.51	13.46	40.97
Boilermaker	32.14	17.87	50.01
Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.95 05/31/2010	31.46	15.45	46.91
Cabinet Installer	27.51	13.46	40.97
Carpenter	27.51	13.46	40.97
Carpet Layer or Soft Floor Coverer	27.51	13.46	40.97
Cement Finisher	29.78	13.38	43.16
Drywall Taper or Finisher	25.95	13.10	39.05

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>			
<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Electrician Future Increase(s): Add \$1.70/hr on 6/1/2010.	31.61	17.90	49.51
Elevator Constructor	42.73	16.47	59.20
Fence Erector	22.50	2.78	25.28
Fire Sprinkler Fitter	35.69	15.32	51.01
Glazier	36.83	6.68	43.51
Heat or Frost Insulator	31.63	18.26	49.89
Insulator (Batt or Blown)	22.87	11.40	34.27
Ironworker	30.30	15.71	46.01
Lather	27.51	13.46	40.97
Line Constructor (Electrical)	34.57	14.43	49.00
Marble Finisher Future Increase(s): Add \$1.78 on 6/1/2010; Add \$1.78 on 6/1/2011	27.66	14.92	42.58
Marble Mason Future Increase(s): Add \$1.95 on 6/1/2010	34.58	14.92	49.50
Metal Building Erector	30.30	15.71	46.01
Millwright	29.11	13.46	42.57
Overhead Door Installer	25.94	13.63	39.57
Painter Premium Pay: Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel.	25.65	13.10	38.75
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	28.01	13.46	41.47
Pipeline Fuser or Welder (Gas or Utility)	29.27	15.89	45.16
Plasterer	26.68	10.71	37.39
Plumber Future Increase(s): Add \$1/hr on 6/1/10; Add \$1/hr on 12/1/10.	35.78	13.76	49.54
Refrigeration Mechanic	31.43	14.46	45.89
Roofer or Waterproofer	28.85	10.06	38.91
Sheet Metal Worker	33.23	18.53	51.76
Steamfitter	38.05	14.76	52.81
Teledata Technician or Installer	21.08	5.52	26.60
Temperature Control Installer	31.00	16.80	47.80
Terrazzo Finisher	25.50	4.21	29.71
Terrazzo Mechanic	31.16	15.98	47.14
Tile Finisher	20.00	0.18	20.18
Tile Setter Future Increase(s): Add \$1.65 05/31/2010	29.21	14.85	44.06
Tuckpointer, Caulker or Cleaner	31.48	11.46	42.94
Underwater Diver (Except on Great Lakes)	33.00	13.26	46.26
Well Driller or Pump Installer	24.22	14.80	39.02
Siding Installer	30.51	18.41	48.92
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.57	15.39	49.96
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	37.16	14.82	51.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	34.57	15.39	49.96

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.47	11.78	34.25
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	31.11	15.39	46.50

**TRUCK DRIVERS**

Single Axle or Two Axle	22.22	14.67	36.89
Three or More Axle	17.50	12.16	29.66
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.80/hr on 5/31/2010.	30.89	17.16	48.05
Pavement Marking Vehicle	19.25	10.84	30.09
Truck Mechanic	17.50	12.16	29.66

**LABORERS**

General Laborer Future Increase(s): Add \$1.65/hr on 5/31/2010 Premium Pay: Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	23.54	12.40	35.94
Asbestos Abatement Worker	15.00	5.11	20.11
Landscaper	13.15	0.00	13.15
Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.44	11.15	30.59
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	21.49	3.11	24.60
Railroad Track Laborer	18.00	1.19	19.19

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

Crane; Backhoe (Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5cu yards or more capacity; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	29.89	16.83	46.72
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner Future Increase(s): Add \$1.70/hr on 6/1/2010; Add \$1.85/hr on 6/1/2011.	31.32	16.05	47.37
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor Future Increase(s): Add \$1.80/hr on 5/31/2010.	28.82	17.16	45.98

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	33.37	17.16	50.53
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**Fringe Benefits Must Be Paid On All Hours Worked**

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Future Increase(s): Add \$2.05/hr on 5/31/2010. Premium Pay: Add \$.50/hr for cranes with lifting capacity at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.			
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	34.81	16.41	51.22
Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment	30.42	16.41	46.83
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	30.63	6.37	37.00
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	30.63	8.93	39.56
Oiler; Forklift	27.19	16.57	43.76
Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	32.71	18.53	51.24
Gas or Utility Pipeline, Except Sewer and Water (Secondary Equipment)	28.12	16.40	44.52
Future Increase(s): Add \$1.60/hr on 6/1/2010; Add \$1.60/hr on 6/1/2011.			
Fiber Optic Cable Equipment	37.05	3.69	40.74

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 most 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) 266-0028.

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

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

Any contractor, subcontractor or agent thereof, 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 determined under sub.(3), shall be liable to any affected employe in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional equal amount as liquidated damages. An action to recover the liability may be maintained in any court of competent jurisdiction by any employe for and in behalf of that employe and other employes similarly situated. No employe may be a party plaintiff to any such action unless the employe consents in writing to become such 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.