

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: Public Works, Highway & Transportation	Contract/Addendum #: 12945																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Contract</th> <th style="text-align: left;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 01/24/2017 – 04/14/2017																					
4. Amount of Contract or Addendum: \$97,500.00																					
5. Purpose: Alliant Energy Center Coliseum Concourse Painting. Interior painting of walls/doors/louvers facing the concourse areas																					
6. Vendor or Funding Source: Livesey Painting , Inc.																					
7. MUNIS Vendor Code: 4589																					
8. RFB / RFP Number: 316060																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>CPAEC-57224</u> Amount \$97,500.00 Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year Req # 818 - 2017																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MG</u> Received	_____	<u>1-18-17</u>	_____	Livesey Painting, Inc.	
<u>CO</u> Controller	_____	_____	<u>1/18/17</u>	Contact Person	
<u>CA</u> Corporation Counsel	_____	<u>1-19-17</u>	<u>1-19-17</u>	Derek Fehrman	
<u>SA</u> Risk Management	_____	<u>1/18/17</u>	<u>1/19/17</u>	Phone No.	
<u>CU</u> Purchasing	_____	_____	<u>1/20/17</u>	608/ 273-8270	
_____ County Executive	_____	_____	_____	E-mail Address	
				dfehrman@liveseypaint.com.com	

Footnotes:

- 1.
- 2.

Return to: Name/Title: Traci Genz / Clerk-Typist Phone: 608/266-4018 E-mail: genz@countyofdane.com	Dept.: Public Works – Engineering Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

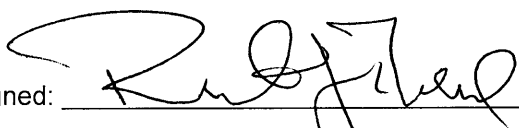
Date: 1/17/2017 Signed: 

Telephone Number 608/266-4798 Print Name: J. Eric Urtes, AIA – Project Manager

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 1-18-17 Signed: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signed: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signed: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 12945 Bid No. 316060

Authority: 2016 RES - 465

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide professional painting services for the Coliseum Concourse Painting ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 718 Post Rd # C, Madison, WI 53713 is able and willing to construct the Project, in accordance with the Construction Documents;

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

1. CONTRACTOR agrees to construct, for the price of \$ 97,500 the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, General Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dorschner Associates, Inc. (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.

2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.

3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places,

available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

6. CONTRACTOR agrees to comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

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

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

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

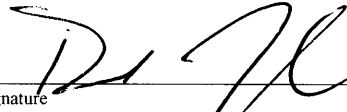
10. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except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

11. CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Engineering Division before award of Contract. Subcontractors must be pre-qualified ten (10) business days prior to commencing Work under this Contract.

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

* * * * *

FOR CONTRACTOR:

Signature  _____ Date 1/18/17
Printed or Typed Name and Title DEREK FEERMAN ESTIMATOR

Signature _____ Date _____
Printed or Typed Name and Title _____

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive _____ Date _____

Scott McDonell, County Clerk _____ Date _____

PROJECT LABOR AGREEMENT
Alliant Energy Center:
Veterans Memorial Coliseum Public Concourse Repainting Project

ARTICLE 1

This Project Labor Agreement (“Agreement”) is made and entered into as of this 18th day of January 2017 by and between the South Central Building and Construction Trades Council (“Council”) acting on its own behalf and on behalf of its respective affiliates and member unions whose names are subscribed hereto who have, through their duly authorized officers, executed this Agreement and agree to be bound by same (“Unions”) with respect to the project described below and Livesey Painting, Inc. (“General Contractor”) for the Alliant Energy Center’s Veterans Memorial Coliseum public concourse repainting project (“Project”) commissioned by Dane County (“Owner”). All contractors who execute a Letter of Assent agreeing to be bound by this agreement shall also be considered a party hereto.

PURPOSE

The Owner has placed the highest priority for employment and apprenticeship training opportunities for bona fide residents and the creation of contracting opportunities for companies in the Owner’s business community. This Agreement will advance those goals and remove obstacles that may have historically limited the full employment of such local residents or the access of such businesses to the opportunities on projects of this kind.

The Council, the Unions, and the Contractor recognize that the timely completion of the Project is critical to the fiscal solvency of the Alliant Energy Center (“AEC”) and to the taxpayers and residents of Dane County. In order to ensure the timely completion of the project, and that the project is completed in a safe, efficient, cost effective manner without interruption, the Contractor, the Council and the Unions have entered into this Agreement.

The term “Contractor” or “Contractors” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the General Contractor when it performs construction work within the scope of this Agreement. Where specific reference to Livesey Painting, Inc. alone is intended, the term “General Contractor” is used.

The parties to this Agreement acknowledge that the repainting of the AEC’s Veterans Memorial Coliseum’s public concourses is important to the taxpayers and residents of the Owner. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s), the Council and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will cooperatively work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s), the Council and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout and the Council and the Unions agree not engage in any strike, slow-down or interruption or other disruption of or interference with the work covered by this Agreement.

The Parties agree that, except as provided herein, this Agreement will fully apply to any successful bidder for work performed on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any Union. This Agreement shall not apply to any Contractor for work that is performed on work other than the Project. The Unions hereby pledge to work cooperatively on the Project with all Contractors awarded work governed by this Agreement.

To accomplish the important purposes of this Agreement, the Owner will implement this Agreement by requiring that appropriate provisions be included in the bid documents, contract specifications and other contract documents for work on the Project covered by the scope of this Agreement. It is understood by the Parties to this Agreement that, except where otherwise provided in this Agreement, the work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, and that all such Contractors shall be Parties to this Agreement. Contractors who are a Party to this Agreement may include businesses certified by the Owner as a Emerging Small Business (ESB), Minority Owned Business (MBE) or Women Owned Business (WBE). For work performed under this Agreement by ESB, MBE or WBE, the Unions pledge to work cooperatively with the businesses in order to help achieve the Owner's objectives of increasing capacity among historically disadvantaged businesses within the community.

ARTICLE II **SCOPE OF AGREEMENT**

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is further defined as the repainting of the public concourse areas on all three levels of the Veterans Memorial Coliseum in accordance with the Owner's specifications.

Section 2. Unless otherwise exempted herein, all work performed on the project covered under the scope of this Agreement shall be covered by the terms of the Local Collective Bargaining Agreement ("CBA") with the appropriate union, except where said local CBA is in conflict with this Agreement or with any national agreement to which contractor is party. It is agreed that the General Contractor shall require all contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Agreement by executing a Letter of Assent ("Attachment A") prior to commencing work. The General Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, local collective bargaining agreements, except for the work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, The National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of Article V, VI and VII of this Project Agreement which will apply to such work.

Section 3. The Parties to this Agreement understand and appreciate the need for competition in the construction markets. In order to avoid adverse cost impacts on the Project, the Parties therefore agree that they will work cooperatively to secure competitive bids for all aspects of the work on the Project:

(a) The Owner or its representative, as applicable, shall give the Council copies of all bid specifications and requests for bids at the time they are released and sought for the Project or any part thereof. If at least three (3) reasonable bids on any trade package are not received from qualified bidders, the Owner or its representative as applicable, shall notify the Council who will have at least ten (10) days to solicit contractors to submit additional bids. In the event that there are no qualified bidders, the Owner or its representative shall have the right to select the Contractor and the Contractor awarded the contract will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The contract with such Contractor shall require the Contractor to comply fully with the requirements of Section 5 of this Article, subject to penalties for non-compliance. No other terms of the original RFP may be changed for the trade package. The Owner or its representative, as applicable, shall provide the Council with the opportunity to inspect all bids submitted upon request, subject to the terms of a mutually agreed-upon confidentiality agreement

(b) The requirements of this Section may be waived at the Owner's discretion.

Section 4. Best Value Contracting, Emerging Small Business (ESB), Minority Owned Business (MBE) and Women Owned Business (WBE) or any other contractor or sub-contractor that is awarded contract(s) individually or with a total combined value of not to exceed \$ 48,000 or where said contractor or subcontractor has five or less employees will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The Owner or the

Construction Manager, as applicable, shall notify the Council of the value of each contract awarded under this paragraph at the same time the ESB, MBE, WBE or other contractor or subcontractor is notified that it was the successful bidder. Any contracts with ESB, MBE or WBE or other contractors or subcontractors that are above said amount shall be subject to this agreement unless they have five or less employees.

Section 5. Any Contractor who is exempt, by virtue of Article II, Section 3 and/or 4 from any provision of this Agreement, shall not be entitled by virtue of other provisions of this Agreement, to utilize the Agreement's provisions for Union referral of employees or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. The employees of such exempt Contractor shall have no right to Union representation for any purpose under this Agreement.

Section 6. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries unless they are also signatories to this agreement.

Section 8. The Owner in consultation with the General Contractor has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between bidder and any of the unions provided such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 9. Items specifically excluded from the scope of this Agreement include but are not limited to the following: furniture, fixtures and equipment (list any other items to be excluded).

Section 10.

(a) The collective bargaining agreements that will apply to work covered by this Agreement will be identified by name and by specific reference to each signatory Union in Appendix B to this Agreement. Except as otherwise provided in this Agreement, the terms of each collective bargaining agreement identified in Appendix B, as currently in effect or as modified in the future by the parties to those agreements shall apply to work performed under this Agreement. No other local, area or national agreements other than those identified in Appendix B as to each signatory Union shall apply to work performed under this Agreement. If an agreement is omitted from Appendix B by error or oversight, the Council, the affected union and the Owner or representative shall promptly meet to discuss adding the agreement to Appendix B and shall do so if the error or omission is discovered at least ten (10) days before the work is to be performed.

(b) Where a term or condition covered by the provisions of this Agreement is also covered by or conflicts with the Union's agreement identified in Appendix B, then the provisions of this Agreement shall supersede and override the terms and conditions of the Union's agreement identified in Appendix B. Where a term or condition is covered by the provisions of the Union's

agreement identified in Appendix B and is not covered by this Agreement, then the provisions of the Union's agreement identified in Appendix B shall apply.

(c) It is expressly agreed that the expiration of any collective bargaining agreement referenced in Appendix B shall not cause any disruption to the work of the members of the affected union on the Project. The provisions of Article V hereof shall continue and control.

(d) Any collective bargaining agreements referenced in Appendix B shall comply with all applicable state and federal laws including 2015 Wisconsin Act 1

Section 11. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other non-construction operation, work, or function which may occur at the Project site or be associated with the development of the Project such as, but not limited to, engineering, estimating, clerical, survey and layout that is not directly related to performance of construction work by and under the direction of the Contractors, accounting, timekeeping and related services. Furthermore, the provisions of this Agreement shall not apply to any work performed by the Owner and its agencies and instrumentalities, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Project site.

Section 12. As areas and systems of the Project are inspected and construction tested and accepted by the Owner or the General Contractor, as applicable, this Agreement will not have further force or effect on such items or areas, except when a Contractor or other responsible party is directed by the Owner or the General Contractor, as applicable, to engage in repairs, modifications, check-out, and warranty functions on an item or area required by its contract during the term of this Agreement.

Section 13. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 14. It is understood that the liability of any employer and liability of the separate unions under this Agreement shall be several and not joint. The Council and the Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III **UNION RECOGNITION**

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. Authorized representatives of the Unions shall have access to the Project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the Project.

Section 3. All Contractors shall be required to seek applicants for employment first through the referral procedures of the applicable Union if the Union has such procedures.

Section 4. In the event the Union is unable to obtain a dispatch within forty-eight (48) hours (Saturday, Sunday and holidays excepted) after the Contractor's initial request for applicants, then the Contractor may employ applicants from any other available source, including community-based organizations in the area. The Contractor shall inform the Union of the names of any applicants hired from any other source and shall refer the applicant to the Union for dispatch to the Project.

ARTICLE IV **MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices and have the right to utilize any methods or techniques of construction.. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V **WORK STOPPAGES AND LOCKOUTS**

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow-downs or other disruptive activity for any reason by the Council, any Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employees to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council, the Unions and its applicable Local Union shall not sanction aid or abet, encourage or continue any work stoppage, strike, picketing, slow down or other disruptive activity at the Contractor's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if

justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council, the Unions or its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VI **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions and the Council will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Council, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdiction disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short

description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

- (b) Should the Local Union(s) of the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Dispute in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII **SUBCONTRACTING**

Section 1. Subject to the provisions of Article II Sections 3 and 4, the Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

Section 2. The Contractor agrees that neither it nor any of the subcontractors on the jobsite shall subcontract any work to be done at the site of construction unless otherwise authorized by this agreement and except to a person, firm, or corporation who is a party to a Collective Bargaining Agreement with an appropriate Union affiliated with the Council and who continues that Collective Bargaining Agreement in effect with respect to work related to this Project for the duration of said Project. Each contractor or subcontractor retains full authority for management of its operation and direction of work forces in the applicable local labor agreement. The Contractor agrees that neither it nor any of the subcontractors will contract for delivery of redi-mix concrete except to an entity whose employees receive not less than the equivalent of the economic terms and conditions of the area agreement of Teamster Local 695.

ARTICLE IX **HOURS OF WORK AND OVERTIME,**

Section 1. The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday. Regular work hours will be between 6:00 a.m. and 6:00 p.m. plus one-half (1/2) hour unpaid for lunch approximately mid-way through the shift, which may be changed by the Contractor. Saturday may be a make-up day for weather-related

lost time only, with no less than eight (8) hours' work opportunity if called in. Make-up days will be voluntary and shall be paid as straight time unless otherwise required by law.

Section 2. The Contractor may implement a four (4) ten- hour day workweek (exclusive of one-half hour unpaid lunch approximately mid-way through the shift) after providing three (3) days' notice to the Union. Once established, a four-ten workweek shall remain in effect for at least two consecutive workweeks. Regular working hours during the four/ten workweek will be between 6:00 a.m. and 6:00 p.m., Monday through Thursday or Tuesday through Friday. Monday , Friday or Saturday may be a make-up day on a for weather-related lost time only, with no less than ten (10) hours work opportunity if called in. Make up days will be voluntary and shall be paid as straight time unless otherwise required by law.

Section 3. A uniform starting time may be established for each craft or segment of the work. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference.

Section 4. The need to work overtime will be determined by the Contractor. The Contractor will determine the distribution of approved overtime work. Overtime shall be paid consistent with the applicable Union's collective bargaining agreement (see Appendix B).

ARTICLE X **SAFETY AND HEALTH**

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with applicable law, rule and regulation. These rules and regulations will be published and posted at conspicuous places throughout the Project.

Section 2. It shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make any signatory Union liable to any employees or to other persons in the event that injury or accident occurs. Each Contractor will be responsible for supplying all safety equipment to its employees unless otherwise addressed in the underlying labor contracts referenced in Appendix B (such as where an employee is required to provide such equipment).

ARTICLE XI **NON-DISCRIMINATION**

Section 1. The Contractor, the Council and all Unions agree that they will not discriminate against any employee or applicant for employment because of any reason prohibited by applicable federal, state or local law, including but not limited to discrimination based upon race, gender, sexual orientation and membership or non-membership in a labor organization .

Section 2. Any reference in this Agreement to the male gender shall be deemed to include the female gender.

ARTICLE XII
HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIII
GENERAL SAVINGS CLAUSE

If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or District government, the Contractor and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XIV
TERM OF AGREEMENT


This Agreement will remain in effect until the Project is completed.

ARTICLE XV
GOVERNING LAW AND FORUM

The term of this Agreement shall be governed exclusively by federal labor relations law and by the laws of the State of Wisconsin to the extent they are not preempted by federal law. Any dispute arising from this Agreement that is not resolved through Arbitration may be resolved in the courts of the United States or in the courts or regulatory agencies of the State of Wisconsin as the case may be.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of January, 2017.

CONTRACTOR

By: 
Name: DEREK FAIRMAN
Title: ESTIMATOR

COUNCIL:

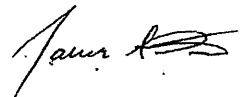
Dane County Building and Construction Trades Council:

By: Name _____

Title: _____

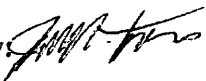
**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**

Union Name Bricklayers and Allied Crafts Local 13


By:  **Name:** James Vick **Title:** Field Rep.

Union Name Boilermakers Local 107

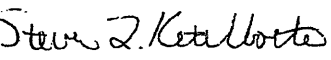
By: **Name:** **Title:**
Union Name NCSRCC

By:  **Name:** Joe Lotegehuuku **Title:** Senior Rep

Union Name Electricians Local 159

By:  **Name:** Michael Gray **Title:** Business Manager

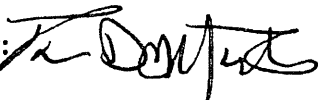
Union Name Elevator Constructors Local 132

By:  **Name:** Steven Ketelboeter **Title:** Business Rep.

Union Name Heat & Frost Insulators Local 19

By: **Name:** **Title:**

Union Name Iron Workers Local 383

By:  **Name:** Tim DeMint **Title:** BM/FS-T


Union Name Laborers Local 464

By: **Name:** **Title:**

Union Name Operating Engineers Local 139


By: **Name:** **Title:**

Union Name Operative Plasterers & Cement Masons Local 599

By:  **Name:** Todd GRAY **Title:** B.A.

**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**

Union Name Painters and Allied Trades District Council No. 7

By:  Name: *Jeff Meinhoff* Title: *Business Manager*

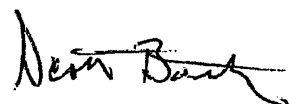
Union Name Plumbers Local 75

By:  Name: *STEVE BRETLow* Title: *BUSINESS MANAGER*

Union Name Roofers Local 65

By: _____ Name: _____ Title: _____

Union Name Sheet Metal Workers Local 18

By:  Name: *Scott Bartz* Title: *Vice President / Business Rep*

Union Name Fire Sprinkler Fitters Local 669

By: _____ Name: _____ Title: _____

Union Name Steamfitters Local 601

By: _____ Name: _____ Title: _____


Union Name Teamsters Local 695

By: _____ Name: _____ Title: _____

[REPEAT AS NECESSARY]

**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**


Union Name Painters and Allied Trades District Council No. 7

By:  **Name:** DORUK FERRIHAN **Title:** ESTIMATOR

Union Name Plumbers Local 75

By: **Name:** **Title:**

Union Name Roofers Local 65

By:  **Name:** Gerry Ferreira **Title:** Business Manager

Union Name Sheet Metal Workers Local 18

By: **Name:** **Title:**

Union Name Fire Sprinkler Fitters Local 669

By: **Name:** **Title:**

Union Name Steamfitters Local 601

By: **Name:** **Title:**


Union Name Teamsters Local 695

By: **Name:** **Title:**

[REPEAT AS NECESSARY]

**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**

Union Name Painters and Allied Trades District Council No. 7

By:  **Name:** DOROK FOLKMAN **Title:** ESTIMATOR

Union Name Plumbers Local 75

By: **Name:** **Title:**


Union Name Roofers Local 65

By: **Name:** **Title:**

Union Name Sheet Metal Workers Local 18

By: **Name:** **Title:**

Union Name Fire Sprinkler Fitters Local 669

By:  **Name:** Daniel Driebel **Title:** Business Agent

Union Name Steamfitters Local 601

By: **Name:** **Title:**

Union Name Teamsters Local 695

By: **Name:** **Title:**

[REPEAT AS NECESSARY]

**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**

Union Name Painters and Allied Trades District Council No. 7

By:  **Name:** DERRIK FEIRMAN **Title:** ESTIMATOR

Union Name Plumbers Local 75

By: **Name:** **Title:**

Union Name Roofers Local 65

By: **Name:** **Title:**

Union Name Sheet Metal Workers Local 18

By: **Name:** **Title:**

Union Name Fire Sprinkler Fitters Local 669

By: **Name:** **Title:**

Union Name Steamfitters Local 601

By:  **Name:** JOEL ZIELKE **Title:** BUSINESS MANAGER


Union Name Teamsters Local 695

By: **Name:** **Title:**

[REPEAT AS NECESSARY]

**Alliant Energy Center
Veterans Memorial Coliseum Concourse Repainting Project
Signature Page For**

Union Name Painters and Allied Trades District Council No. 7

By:  Name: **DEREK FOREMAN** Title: **ESTIMATOR**

Union Name Plumbers Local 75

By: Name: Title:

Union Name Roofers Local 65

By: Name: Title:

Union Name Sheet Metal Workers Local 18

By: Name: Title:

Union Name Fire Sprinkler Fitters Local 669

By: Name: Title:

Union Name Steamfitters Local 601

By: Name: Title:

Union Name Teamsters Local 695

By:  Name: **Wayne Schultz** Title: **Secretary/Treasurer**

[REPEAT AS NECESSARY]

**ATTACHMENT A
LETTER OF ASSENT
RE: 2017 Alliant Energy Center's Veterans Memorial Coliseum
Public Concourse Repainting Project Agreement**

Pursuant to Article II, Section II, of the above referenced Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extension after which this understanding will automatically terminate.,

CONTRACTOR

Name

Title

11011616.1